



# 认证合同书

## Certification Contract

合同编号 Contract No.: \_\_\_\_\_

委托方 (甲方 A) Client (Party A): \_\_\_\_\_

受托方 (乙方 B) Trustee (Party B): 亿科检测认证有限公司

**Ego Testing and Certification Co., Ltd**



就有关认证事宜, 经甲乙双方协商一致, 在甲方向乙方提交 EQO-CP02-01 《认证申请表》, 并经乙方评审后, 签订合同如下:

In respect of the certification, based on the agreement of both sides, the Party A submit the EQO-CP02-01 "Certification application form" to Party B for review, both sides shall sign the contract as follows:

一、审核依据、类型及范围: Audit criteria, type and scope:

1、

审核依据 Audit Criteria	审核类型 Audit Type
<input type="checkbox"/> ISO 9001: 2015	<input type="checkbox"/> 初次审核 The initial audit <input type="checkbox"/> 扩大范围审核 Expand the scope of the audit <input type="checkbox"/> 再认证 Re certification <input type="checkbox"/> 转换机构 Transfer CB <input type="checkbox"/> 特殊审核 Special audit
<input type="checkbox"/> ISO 14001: 2015	<input type="checkbox"/> 初次审核 The initial audit <input type="checkbox"/> 扩大范围审核 Expand the scope of the audit <input type="checkbox"/> 再认证 Re certification <input type="checkbox"/> 转换机构 Transfer CB <input type="checkbox"/> 特殊审核 Special audit
<input type="checkbox"/> ISO 45001:2018	<input type="checkbox"/> 初次审核 The initial audit <input type="checkbox"/> 扩大范围审核 Expand the scope of the audit <input type="checkbox"/> 再认证 Re certification <input type="checkbox"/> 转换机构 Transfer CB <input type="checkbox"/> 特殊审核 Special audit
<input type="checkbox"/> 其他 Other:	

2、 认证业务范围 (初定, 认证业务范围最终以现场审核确定为准)

The business scope of certification (primary certification scope to determine the site audit date)

必须在工商营业执照, 国家授权部门核发的资质证书以及许可证范围内。

Must be within the scope of the qualification certificate issued by the industrial and commercial business license, the state authorized department

3、 甲方申请认证业务范围涵盖人数 Number of personnel covered by the business scope of Party A's application for certification \_\_\_\_\_

4、 甲方申请认证业务范围涵盖地址 (包含多场所地址) The business scope of Party A's application for certification covers addresses (including addresses of multiple sites) : \_\_\_\_\_

二、甲方责任权利及义务 Rights and obligations of Party A:

1、 甲方承诺遵守认证认可相关法律法规, 协助认证监管部门的监督检查, 对认证有关事项的询问和调查如实提供相关材料 and 信息。由国家认监委及地方认证监管部门、认可机构和认证机构 (乙方) 组织的各类见证审核、稽查及抽查, 甲方应予以全面配合;

Party A shall abide by the relevant laws and regulations on certification and accreditation, assist in the supervision and inspection of the certification authority, and shall have the obligation to provide relevant materials truthfully. Party A shall fully cooperate with all kinds of witness audits, inspections

and spot checks organized by CNCA and local certification regulatory authorities, accreditation bodies and certification bodies (Party B).

- 2、在认证审核前, 应至少完成一次内部审核和管理评审。

Internal audit and management review should be conducted prior to certification audit.

- 3、为审核组提供必要的工作条件, 如实提供有关文件和记录。

Provided necessary work condition, e.g.: relevant documents and records.

- 4、对体系运行的有效性和管理体系负责。

Be responsible for system operation effectiveness.

- 5、审核期间审核员的交通、食宿费按实际支出由甲方承担。

The audit period to provide the auditor's transportation, room and board expenses borne by Party A.

- 6、甲方应如实申报其认证业务范围所覆盖的员工人数, 如申报与实际不符, 乙方将按照实际员工人数按规定调整审核费用。

Party A shall truthfully declare the number of employees covered by the scope of its certification business, such as the declaration does not match the actual, Party B will be adjusted in accordance with the actual number of employees' audit fees.

- 7、按国家有关认证规定按时进行监督审核并交纳相关审核费用。

Accept surveillance audit timely and pay for certification fee.

- 8、甲方因故被暂停, 撤销或注销认证资格时, 应停止使用认证证书和标志。

Party A has been suspended for any reason, revocation or cancellation of certification, should stop the use of certification and logo.

- 9、甲方在持证期间如发生客户及相关方有重大投诉、或生产的产品或服务被执法监管部门认定不符合法定要求、发生产品或服务的质量环境安全事故、发生与申请管理体系认证范围相关的重大事件或违规事件等, 应及时向乙方通报, 乙方将按照认证决定的相关文件进行规定处理, 必要时可增加监督审核次数或特殊审核。

Party A in the customer and related parties during such as the occurrence of major complaints, or produce a product or service by law enforcement and supervision departments that do not meet the statutory requirements, product or service quality and safety accidents, Major events or a serious breach of regulation related to the scope of application for ISO certification, etc. should inform Party B timely, the relevant documents in accordance with Party B Party B will make certification decisions of the company to carry out the provisions of treatment, when necessary, can increase the number of audit supervision or special audit.

- 10、甲方在持证期间如发生可能影响管理体系持续满足认证标准要求的能力变更时, 应及时通知乙方, 这些变更包括(但不限于)下列方面: 法律地位、生产经营状况、组织状态或所有权变更; 取得的行政许可资格、强制性认证或其他资质证书变更; 法定代表人、最高管理者变更; 生产经营或服务的工作场所变更; 获证管理体系覆盖的运作范围变更; 管理体系和重要过程的重大变更等情况。

As happened in the auditee during may affect the management system continue to meet the certification requirements of the ability to change, Party A shall promptly inform Party B these changes include (but not limited to) the following aspects: legal status, operating conditions, organizational status or ownership change; the administrative licensing qualification, or other compulsory certification the qualification certificate of change; legal representative, top management changes; changes in production and management or service work; certified management system covering the operation scope change; major changes in management system and more important process etc..

- 11、甲方应在获得认证后持续有效运行其公司的管理体系，并达到体系确定的管理目标。

Party A shall continue to operate the company's management system, and achieve the quality objectives of the system.

- 12、甲方承诺获得认证后按乙方公开文件-认证证书及认证标志使用规则相关要求正确使用认证证书、认证标志和有关信息；不擅自利用管理体系认证证书和相关文字、符号误导公众认为其产品或服务通过认证。

Party A commitment to obtain certification requirements correctly according to Party B's "certification certificate and certification mark usage rules" use of certification, certification marks and related information; not to use management system certification certificate and relevant characters and symbols to mislead the public to believe that their products or services through the certification.

- 13、甲方有任何对乙方的申诉和投诉，均可向乙方或上级监管部门书面提交。

Party A has any complaints and complaints to Party B, may be submitted to Party B or the supervision department.

### 三、乙方责任权利及义务 Party B's rights and obligations:

- 1、乙方应按时组织实施管理体系的认证/监督审核工作，并提前将审核计划通知甲方；甲方若有异议，双方可协商议定。

Party B shall organize the implementation of the management system certification / supervision and audit work; and advance the audit plan to inform Party A. If Party A has any objection, both parties may negotiate.

- 2、乙方将根据相关要求委派国家注册审核员实施现场审核，必要时安排技术专家参加。

Party B will be in accordance with the relevant requirements of the national registration of the auditor to carry out on-site audit, if necessary, arrange technical experts to participate.

- 3、除本合同有要求外，有关甲方未经公开的信息，乙方未经甲方书面同意，不得向第三方披露。当法律要求乙方向第三方提供保密信息时，除法律限制外，乙方应将拟提供的信息提前通知甲方。

In addition to the requirements of this contract, Party A has not been open information, Party B without the written consent of Party A, shall not disclose to the third party. Where the law requires Party B to provide confidential information to the third party, Party B shall notify Party A or party in advance of the information to be provided in addition to legal restrictions.

- 4、乙方在收到审核组长交回的完整审核资料（即已包含经过审核组确认没有问题的不符合项的整改资料）后在 30 个工作日内完成认证决定审批。

The Party B will finish the receive and certification decision after receiving the whole audit file packaging submitted by the audit leader (after closing all the NCR).

- 5、乙方仅对审核过程中可获得信息的样本负责。

Party B shall be responsible for the sample information available in the audit process.

- 6、乙方审核人员不接受来自甲方的任何津贴或礼金。

Party B shall not accept any allowance or gift from Party A.

- 7、当认证依据的标准或认可机构的准则有更改时，乙方将依据认可机构的要求规定过渡期，并将更改后的认证要求及时通知甲方。

When the basis of certification standards or accreditation bodies by the change of the standard, Party B will be in accordance with the requirements of the requirements of the transition period, and the change of the certification requirements in a timely manner to inform Party A.

#### 四、认证费用及付款方式 Certification fee and payment method:

##### 1.费用明细 Details of Charges: （以下价格均含 6%增值税 6%VAT tax included）

审核类型 Audit type audit	费用 Charges
初次认证审核 Initial certification	
监督审核 Supervision audit	
再认证审核 Re certification audit	
转换审核 Transfer audit	
特殊审核 Special audit	
其他 Other	

- 2、若需加印证书费用，Q/E/S 等中英文每张各收费 500 元。

If you need to print the certificate fees, charges 500 RMB each for Q/E/S.

- 3、如果甲方获证之后管理体系发生变更（包括但不限于企业名称、地址、规模、管理体系覆盖的范围或人数的扩大和缩小等），实际费用会适当增减，具体金额按实际状况重新核算。

If the management system changes after Party A obtains the certificate (including but not limited to the company name, address, scale, scope covered by the management system or the expansion and reduction of the number of people, etc.), the actual cost will increase or decrease appropriately, and the specific amount will be recalculated according to the actual situation.

- 4、付款方式: **电汇或现金支付 payment: wire transfer or cash payment**

A、初次审核费:

一次性支付: 甲方应于收到审核通知书后现场审核前一次性支付给乙方;

One-off payment: Party A shall pay Party B in one lump sum before the on-site audit after receiving the audit notice;

分期支付: 首款\_\_\_\_\_元在**审核前**内由甲方向乙方支付, 尾款\_\_\_\_\_元在**现场审核**后的一个月由甲方向乙方支付, 但应在证书颁发前支付完成全部金额。

Pay in installments: The first payment shall be paid by Party A to Party B before the audit, the final payment shall be paid by Party A to Party B within one month after the audit, but the whole payment should be paid to Party B before the certificate is issued to Party A.

B、监督审核费用与再认证审核费用: 甲方应在监督/再认证审核前向乙方支付监督/再认证费用, 乙方按本合同第四章有关监督/再认证总费用金额发出付费通知单, 甲方应在收到通知单后两周内向乙方指定的账户付款。

Party A shall pay the supervision/recertification fee to Party B before the supervision/recertification audit, and Party B shall issue a payment notice according to the total supervision/recertification fee amount in Chapter 4 of this contract, and Party A shall make payment to the account designated by Party B within two weeks after receiving the notice.

## 五、说明: Explain

1、现场审核的具体时间由双方协商;

The specific time for on-site audit by the two sides;

2、由于甲方自身原因造成的认证不通过, 乙方不负责任;

As a result of Party A's own reasons for certification is not adopted, Party B is not responsible;

3、如甲方中途违约, 则乙方不退还甲方已支付的申请费及有关费用;

Such as Party A breach of contract halfway, Party B does not refund the application fee and related costs;

4、如乙方中途违约及/或非甲方自身原因造成的认证不通过的, 则乙方退还甲方申请费及有关费用, 由于不可抗力所造成的损失, 乙方不负责任;

If Party B is in breach of contract, and/or Party B shall refund Party A's expenses, and Party B shall not be liable for any losses caused by the force majeure;

5、关于监督审核 On the supervision and audit:

在管理体系认证证书的有效期内, 甲方委托乙方对甲方的管理体系实施的符合性及有效性进行监督审核, 甲方向乙方按时交纳相关费用。

In the period of validity of the certificate of management system, Party A entrusts Party B to carry out the supervision and examination of the conformity and effectiveness of the management system of Party A and Party B shall pay the relevant fees on time.

1) 在管理体系认证证书三年有效期内, 甲方委托乙方负责对甲方管理体系的符合性、有效性进行监督审核, 共 2 次;

Within the validity period of the certificate of management system for three years, Party A entrusts Party B to supervise and examine the compliance and effectiveness of the management system of Party A for a total of 2 times;

- 2) 监督审核应在初次审核或再认证现场审核结束后的每 12 个月内进行一次, 且每次审核间隔期不能超过 12 个月, 具体日期与甲方协商确定, 也可随机审核以便了解真实客观情况; Surveillance audits shall be conducted every 12 months after the initial audit or re-certification on-site audit, and the interval between each audit shall not exceed 12 months, and tried to determine the specific date of consultation, but also to understand the real situation of random audit;

- 3) 监督审核的要求与认证审核要求基本一致, 但不要求每次监督审核抽查全部要求, 可根据需要, 重点抽查有关要求, 但三年内每次监督的抽样总和至少应覆盖体系的全部要求和所有的职能部门;

The supervision and examination requirements and certification requirements are basically the same, but does not require each surveillance audit checks all the requirements, according to the needs, focus on inspection of the requirements, but the sum of all the sample within three years of the monitoring system should at least cover the requirements and all functional departments;

- 4) 甲方的内部审核, 顾客的投诉及处理, 国家地方检查组织的产品质量情况及认证证书和标志的使用是每次必查项目;

Party A's internal audit, customer complaints and handling, the Product quality status checked by National and local organization, and the use of certification and logo is a must check each item;

- 5) 若发生下述情况之一将暂停获证资格, 收回认证证书:

If any of the following circumstances will be suspended, the certificate shall be withdrawn:

- a. 客户的获证管理体系持续地或严重地不满足认证要求, 包括对管理体系有效性的要求; The client system cannot continuously meet the certification requirement or seriously not comply to the certification requirement, including the effectiveness requirement;

- b. 第一次监督审核超过初审/再认证认证决定日期 12 个月的, 第二次监督审核日期超过初审/再认证审核日期两年的情况;

The 1<sup>st</sup> surveillance audit exceed 12 months of initial audit /re-certification audit decision date, the 2<sup>nd</sup> surveillance audit exceed 2 years of initial audit /re-certification audit decision date;

- c. 管理体系发生重大变更, 未及时通知乙方;

Management system has undergone major changes, did not promptly notify the Party B;

- d. 发生影响产品质量的重大事故; Major accidents affecting product quality;

- e. 发证后一个月未交纳有关审核费用; Not pay the relevant audit fees 1 months after certificate issued;



- f. 对其投诉或任何其他信息证实表明获证组织不再符合本公司的相关规定要求; Has confirmed that its complaint or any other information indicates that the organization is no longer in conformity with the relevant requirements of the company;
- g. 违反与乙方签订的合同及其协议的规定。Violates the provisions of the contract and its agreement with Party B.
- 6) 若发生下述情况之一将撤销获证资格, 收回认证证书: Under any of the following circumstances the certificate will be withdrawn from the certificate:
- a. 组织以书面形式提出注销申请; The organization shall submit a written application for cancellation;
- b. 破产; Bankruptcy;
- c. 严重违反乙方有关规定; Serious violation of the relevant provisions of Party B company;
- d. 未按规定交纳审核费用; Fails to pay the audit fee;
- e. 获证组织在暂停认证证书的期限已满但导致暂停的问题未得到解决或纠正的; Certified organization wasn't able to effectively implement corrective action to the problem during suspending period;
- f. 发生影响产品质量的重大事故及其他重大影响管理体系有效性的情况; The occurrence of major accidents affecting product quality and the effectiveness of other major impact management systems;
- g. 任何形式的虚假行为。Any form of false conduct.
- 7) 获证组织对公司标徽、认证标志、认可标识使用要求 Requirements for the use of the company's logo, certification marks and accreditation marks:
- a. 认证标志和认可标识可以用在有关文件、文具、邮政信件和出版物上, 但不得用在产品上或以任何方式作为产品合格的说明; Certification marks and identification marks can be used in the relevant documents, stationery, postal letters and publications, but shall not be used on the product or in any way as a product description;
- b. 使用公司认证标志等图案时, 必须根据公司提供的图样按比例放大或缩小, 不得变形使用, 字迹必须清晰; 使用认可标识时要在标识下方标注认可注册号; Use the company certification mark pattern, according to the company's drawings must be enlarged or reduced according to the proportion, not deformation, writing must be clear; use of accreditation mark to mark the accreditation registration number in the bottom of the logo;
- c. 获证组织使用认证标识时, 不应用于产品或产品包装之上, 或以任何其他可解释为表示产品符合性的方式使用; The certification body shall not use the certification mark on the product or the product package or use it in any other way that can be interpreted as indicating the conformity of the product;
- d. 产品包装的判别标准是其可从产品上移除且不会导致产品分解、碎裂或损坏。附带信息的判别标准是其可分开获得或易于分离。型号标签或铭牌被视为产品的一部分。声明决



不应暗示产品、过程或服务以这种方式得到了认证。声明应包含对下列的引用:

Certification organizations should be accompanied by the use of an identification mark on the packaging of the product shall be accompanied by a clear statement, such as "the organization through the ISO9001 management system certification." In order to avoid leading to certification of the product. The standard of product packaging is that it can be removed from the product and will not lead to product decomposition, fragmentation or damage. The criterion of incidental information is that it can be separated or easily separated. Model labels or nameplates are considered part of the product. The statement shall not imply that the product, process or service is certified in this manner. The declaration should contain references to the following:

- 获证客户的标识 (例如品牌或名称); Identification of the customer (e.g. brand or name);
- 管理体系的类型 (例如质量、环境、职业健康安全) 和适用标准; Types of management systems (e.g. quality, environment, Occupational Health and Safety) and applicable standards;
- 颁发证书的认证机构。 Certificate authority.

e. 本机构不应允许我机构标志被使用于实验室测试、校正或检查报告。The organization shall not allow me to report on the use of the logo in laboratory testing, calibration or inspection

8) 一经发现不正确的宣传和误导使用认证证书和标识, 乙方将采取下列监管措施直至撤销认证资格, 包括采取法律手段: Upon the discovery of incorrect publicity and misleading use of the certificate of acceptance and identification, Party B will take the following regulatory measures until the revocation of certification, including the use of legal means

- a. 开出不符合报告, 要求获证组织采取纠正措施限期整改, 公司予以现场验证; Do not meet the requirements of the report, the certification organization to take corrective measures for rectification, the company shall be on-site certification;
- b. 获证组织不能按期完成整改, 公司视其为侵权行为, 暂停其认证资格, 并要求获证组织作出消除影响的承诺和保证; Certification organization can't be completed on time rectification, the company as its infringement, suspend its certification, and require the organization to make a commitment to eliminate the impact of the commitment and guarantee;
- c. 当问题严重时, 乙方将撤销其认证资格, 并采取适当的法律手段; When the problem is serious, the company will revoke its certification and take appropriate legal means;
- d. 获证组织使用认证标识前, 应将使用方案提交乙方备案。并应接受乙方审核组对认证证书和认证标识使用的符合性的现场检查。存在不符合时, 按要求予以整改。 Certification organizations to use the certification mark, the use of the program should be submitted to the company for the record. And shall be subject to the on-site inspection of the conformity of the certification and certification marks used by the company's audit team. In case of non-conformity, rectification shall be made as required.

6、 获证组织注册的名录及情况在我司官方网站上公示。 The organization of the registration list and the situation in the official website.

六、在合同有效期内, 由于甲方或乙方责任使另一方利益受损失的, 责任方应赔偿守约方的实际损失。During the validity period of the contract, if the interests of the other Party Are lost due to the responsibility of Party A or Party B, the responsible party shall compensate the actual loss of the observant party.

#### 七、争议处理 Dispute settlement

依据《中华人民共和国民法典》的规定制定本合同, 在合同履行过程中发生争议, 双方应当协商解决, 如达不成协议, 可以选择乙方所在地人民法院诉讼解决。According to the provisions of the “Civil Code of the People's Republic of China” formulation of the contract, in the event of a dispute in the process of fulfilling the contract, the two sides should be resolved through consultation. If no agreement is reached, you can choose to - Party B Arbitration Committee for arbitration; according to the judicial process.

八、本合同一式两份, 自甲乙双方各自签字或加盖公章或合同章之日起生效, 合同期限长期有效, 当发生本机构文件 EQO-CP04 《授予、拒绝、维持、更新、暂停、恢复、或撤销认证、或扩大或缩小认证范围控制程序》规定的撤销情况时, 本合同自动失效。This contract is in two copies, since the date of signature or seal, the contract period is long-term effective, only if the situation of withdrawing described in EQO document EQO-CP04 “Granting, Refusing, Maintaining, Renewing, Suspending, Restoring, Or Withdrawing, Expanding, Reducing of Certification Scope Control Procedure” occurred, the contract will become invalid automatically.

九、本合同甲乙双方各持一份, 具有同等的法律效力。合同执行中的未尽事宜, 经双方协商一致后, 签订补充协议。This contract is in two copies, since the date of signature and seal, each party holds a copy of the same legal effect. In the execution of the contract, the two parties agree to sign a supplementary agreement after the two sides have reached a consensus.

十、本合同采用书面中文起草和执行, 可翻译其他语言。如果由于语言差异产生的任何不一致或冲突, 则以中文为准。This agreement is written and executed in Chinese but may be translated into another language, in the event of any inconsistency or conflict between English version and Chinese version, the Chinese version shall always prevail.



委托方/受审核方 (甲方) Client/Auditee (Party A): \_\_\_\_\_ (盖章 Seal)

法定代表人/委托代理人签字: \_\_\_\_\_ 日期: \_\_\_\_\_  
Legal representative signature: \_\_\_\_\_ Date: \_\_\_\_\_

联系电话 Tel: \_\_\_\_\_

通讯地址 Address: \_\_\_\_\_

受托方/审核方 (乙方) Trustee (Party B): 亿科检测认证有限公司

Eqo Testing and Certification Co., Ltd (盖章 Seal)

法定代表人/委托代理人签字: \_\_\_\_\_ 日期: \_\_\_\_\_  
Legal representative signature: \_\_\_\_\_ Date: \_\_\_\_\_

联系电话 Tel: 0512-57878687 邮编 Post Code: 215331

通讯地址 Address: 江苏省昆山市陆家镇菴溪路 23 号

开户行 Bank: 中国银行昆山陆家支行

税务登记证号 Tax registration code: 913205830586378053 账号 Account: 506661480917