**合同登记编号：**

**Contract No.:**

**管理体系认证合同**

**Management System** **Certification Contract**

|  |  |  |  |
| --- | --- | --- | --- |
| 认证项目名称Certification Items  | **[ ]**  | 质量管理体系Quality Management System | QMS |
| **[ ]**  | 环境管理体系Environment Management System  | EMS |
| **[ ]**  | 职业健康安全管理体系OH&S Management System  | OH&SMS |
| **[ ]**  | 医疗器械质量管理体系Medical Device - Quality Management System  | MDMS |
| **[ ]**  | 有害物质过程管理体系Hazardous Substance Process Management System | IECQ HSPM |
| **[ ]**  |  |  |

**申请人/认证组织/客户** **(甲方）:**

Applicant/Organization /Client（Party A）:

**认证机构 (乙方）: 苏州莱标标准认证有限公司**

Certification Body (CB or Party B): Suzhou LQA Standard Certification Co., Ltd

**依据《中华人民共和国民法典》和《GBT27021.1 合格评定》之规定，甲乙双方就管理体系认证项目，经平等协商，在真实、充分地表达各自意愿的基础上，签订本合同，双方共同遵守履行**。**双方确认，在签订本合同之前，已经充分知悉并了解本合同全部定义、条款之内容。**

According to the rules of <Civil Code of the People's Republic of China> and GB/T27021.1 (ISO/IEC 17021-1), Client and CB conclude and sign this Certification Contract about the management system being based on the equal consultation, true and full expression of their expectations. Both parties shall abide by and perform this Contract. Both parties confirm that they have fully known and understood all the definitions and clauses of this contract before signing.

1. **管理体系认证项目的内容和要求**

The contents and requirements of the management system certification items.

1. 甲方向乙方申请以下管理体系认证：

Client(Party A) shall apply to CB for the following management system(s) certification:

[ ] 质量管理体系QMS [ ] 环境管理体系 EMS [ ] 职业健康安全管理体系OH&SMS

[ ] 医疗器械质量管理体系MDMS [ ] 有害物质过程管理体系IECQ HSPM

[ ] 其他Others

如认证体系为《有害物质过程管理体系》，适用的相关法律法规应明确：

If it is IECQ HSPM , the applicable laws and regulations need be clarified：

[ ] European Directive 2011/65/EU (“RoHS”) 欧盟RoHS指令

[ ]  China RoHS 2 中国RoHS 2.0

[ ] Customer specified requirements 客户指定要求：

[ ]  Other Identified Hazardous Substances 其他有害物质法规：

甲方建立管理体系的依据、申请认证的类型以及申请的认可标识等详细信息参见相应管理体系的认证申请书。

The management system basis of Party A set up , the types of application and the accreditation logo and so on, shall refer to the “Certification Application”.

1. 拟申请认证的管理体系覆盖的范围：

The scope of the management system(s) to be applied for certification:

**注：认证证书中的认证范围、过程等内容将以现场审核最终确认的内容为准。**

Note: The scope, process and other of the certificate will be subject to the final confirmation of the on-site audit.

1. 甲方管理体系覆盖的总人数：     ，甲方总人数：     。

The employee number under client management system:     , Total employee number:     .

1. **管理体系认证项目的实施** The implementation of the management system certification items.
2. 乙方按认证程序对甲方进行认证审核，在确认管理体系符合合同约定的审核依据后，为甲方办理认证注册，颁发或换发管理体系认证证书。初次发证的认证证书的有效期为三年，三年周期自初审认证决定批准之日算起。再认证证书的生效日期为再认证决定批准之日，终止日期为上一次证书终止日期加三年。

CB will audit Party A according to the certification procedures, and grant certification, issue or renew management system certificate(s) after confirming that the management system compliance with the audit criteria agreed in the contract. The validity period of a certificate issued for the first time is three years. The three-year period starts from the decision making date of the initial certification. The effective date of the re-certification certificate is the approval date of the re-certification decision, and the expiry date is the last certificate expiry date plus three years.

1. 甲方在乙方《审核计划》上的签字作为对合同履行的确认。

The signature of Party A on the Audit Plan of CB is regarded as the confirmation of the performance of contract.

1. 现场审核应在甲方管理体系覆盖的活动处于正常运行期间进行，其中：

The on-site audit shall be conducted during the normal operation of the activities covered by Party A's management system. When:

1. 初审：第一阶段审核前，管理体系有效运行不少于3个月。对于生产植入性医疗器械的申请组织的质量管理体系有效运行不少于6个月。如果初次二阶段审核结束后6个月内不能对严重不符合的纠正及纠正措施进行有效验证，则应在推荐认证前再实施一次二阶段审核。

Initial audit: The management system shall be in effective for no less than 3 months before the first stage audit. For the applicant organization who manufacture the implantable medical device, the QMS of client shall be in effective for no less than 6 months. If corrective actions for the major nonconformity cannot be effectively verified within 6 months after the stage 2 audit. Another stage 2 audit shall be conducted prior to the recommended granting certification.

1. 监督审核：Surveillance
2. 第一次监督审核建议在第二阶段审核或再认证审核最后一天起9-11个月内进行，最晚应在认证决定日期起12个月内进行；第二次监督审核应在第一次监督审核最后一天起12个月内进行。当甲方因停产、搬迁等原因不能在12个月之内进行相应的监督审核时，至少应在每个日历年进行一次监督审核，两次监督审核的时间间隔不得超过15个月；

The first surveillance will be recommended within 9-11 months from the last day of the stage 2 audit, at least within 12 months from the certification decision making date. For the second surveillance audit shall be conducted within 12 months from the last day of the first surveillance audit. When Client is unable to carry out relevant surveillance audit within 12 months due to the suspend production, relocation and other reasons, a surveillance audit shall be conducted at least once per calendar year. The interval between the two surveillance audits shall not exceed 15 months.

1. 关于有害物质过程管理体系的监督审核，甲方应配合乙方的审核安排，间隔时间不超过12月。

 Regarding Surveillance audit of IECQ HSPM, Client shall cooperate with CB to ensure the audit is done in every 12 months.

1. 如甲方未按期接受乙方的监督审核，甲方应暂停使用认证证书及标识。

If Client fails to accept the surveillance audit as scheduled of CB, Client shall stop using the certificate and logo.

1. 再认证：Recertification
2. 在认证证书有效期到期前进行，甲方应至少在认证证书到期前3个月按照本合同要求提出书面申请、签订再认证审核合同、接受现场审核、缴纳认证费用并符合认证条件以确保完成认证批准。因甲方未按期履行前述义务导致认证无法批准的，乙方不承担任何责任。再认证审核应在认证终止日期前完成。当甲方因停产、搬迁等原因不能在12个月之内进行的，再认证审核的结束日期不能超过当前认证终止日期；

Before the validity of the certification has expired, Party A shall submit a written application, sign a re-certification contract, accept on-site audit, pay the certification fee, meet the certification requirements and make sure the Party A is ready for certification according to requirement of certification. If the certification cannot be approved due to Party A's failure to meet obligations on time, CB assumes no responsibility. The recertification audit shall be completed before the certification expired date. When Party A cannot implement the re-certificate audit within 12 months due to production suspension, relocation and other reasons, re-certification audit ending date cannot exceed the expiry date of the current certification.

1. 如果甲方不拟更新其认证证书，应在认证终止日期前不少于90天书面通知乙方；If Party A does not intend to renew its certificate(s), Party A shall notice CB in written not less than 90 days before certification expired date.
2. 如甲方未按期接受乙方的再认证审核，甲方应依据相关规定停止使用认证证书及标识。If Party A fails to accept the re-certificate audit of CB as scheduled, Party A shall stop to use the certificate and logo.
3. **项目费用（****[ ] 人民币 [ ] 美元 [ ] 其他： ）**

The certification fee**( [ ]** RMB  **[ ]** U.S.dollar  **[ ]** others： **)**

1. 甲方应向乙方交付以下费用，乙方于收到甲方全部款项后，向甲方出具相关发票。

Party A shall pay the following fees to CB. CB shall provide the invoice to Party A after it receives all payment from Party A.

1. 初次认证费用（含中英文正本证书一套）： 计     元

Initial certification fee (including a Chinese Certificate and a English certificate):

1. 每年保持证书费用: 计     元

Annual fee/maintenance certificate:

1. 再认证费用（含中英文正本证书一套）： 计     元

Recertification fee (including a Chinese Certificate and a English certificate):

1. 预审核费用（需要时）： 计     元

 Pre-audit fee (when needed) :

1. 副本及子证书费：Fees for duplication and additional sites certificates：

中文     张或英文     张 （200元/张）: 计     元

Chinese     piece(s)or English      piece(s)(200RMB/per ):
**注：审核费将依据认证审核的工作量（人日数）来确定，核算认证审核的工作量（人日数）的方法详见公开文件《管理体系认证收费规则》。若影响认证审核的工作量（人日数）的因素发生变化，将导致审核工作量（人日数）增加或减少，具体实施审核的工作量（人日数）见《审核通知单》，审核费用也将根据审核工作量（人日数）的变化做出调整，双方需签订《合同更改补充协议》。**

Note:The audit fee will be determined by the man days of the certification audit. The method of accounting the man days of certification audit are detailed in public documents “Management system certification fee rules”. If the factors affecting the man days of certification audit change, it will lead to the increase or reduction in man days. The specific man days for the implementation of the audit is shown in the Audit Notice. The audit fee will also be adjusted according to the change of the audit man days. Both parties shall sign the Supplementary Agreement for Contract.

初次认证费用中包含：申请费1000元/次、审核费（按照认证审核的工作量核算）、审定与注册费2000元/体系。保持证书（监督审核）费用中包含：审核费（按照认证审核的工作量核算）、年金2000元/体系。再认证费用中包含：审核费（按照认证审核的工作量核算）、审定与注册费2000元/体系。

Initial certification fees include: application fees 1000RMB once, audit fee (according to the certification audit workload account), approval and registration fees 2000RMB per system. Certificate maintenance (surveillance audit) fees include: audit fees (according to the workload of certification and audit), annual 2000 RMB per each system. Re-certification fees include: audit fee(according to the certification audit workload account), approval and registration fee 2000RMB per system.

1. 本合同签订之日起30日内由甲方支付给乙方初次认证/再认证费用的50%，剩余部分的初次认证/再认证费用应在现场审核前一次付清。

Party A shall pay 50% of the initial certification/re-certification fees to CB within 30 days after signing this contract, the remaining fees shall be paid before on-site audit.

1. 保持证书费用由甲方在每次监督审核的45日前向乙方一次付清。

Maintenance certificate fee shall be paid in 45days before the surveillance audit.

1. 预审核费用应在预审核的45日前，由甲方向乙方一次付清。

The pre-audit fee shall be paid in 45 days before conducting this audit.

1. 副本及子证书费应于证书制作前5日内付清。

 The duplication certificate and site Certificates’ fee shall be paid within 5 days before the certificate is made.

1. 乙方派出的审核人员的食宿交通费用根据实际发生金额由甲方实报实销。

The dormitory, food and transportation expenses of CB’s auditors shall be reimbursed according to the actual cost payment.

1. 由于甲方原因造成审核人日数或费用的增加，其增加部分应由甲方承担，甲方拒绝承担的，乙方有权中止认证程序；自乙方通知中止之日起满6个月，且双方无法就增加部分达成一致，乙方有权解除本协议。如因乙方原因造成审核人日数或费用的增加，其增加部分应由乙方承担。

Party A shall pay the increase audit fees caused by Party A. If Party A refuses to pay, CB shall have the right to suspend the certification process. CB has the right to cancel the contract, if both parties cannot reach an agreement on the additional fees 6 months expired from the informed date by CB. CB shall pay the increase fees of man days or audit fees caused by CB.

1. 多体系认证时如出现某体系证书不保持的情况，其余体系的费用应调整至满足乙方的相关要求。

 In the case of combined audit, if a certificate won’t be maintained, the certification fees of other systems shall be adjusted to meet the requirements of CB.

1. 其他要求     。

Other requirements     .

1. **合同双方的权利和义务** Rights and obligations of both parties to this contract.
2. 甲方的权利和义务：Part A’s rights and obligations:
	* 1. 权 利：The rights:
3. 有权在符合有关法律法规及相关要求的前提下，提出管理体系认证范围的要求（包括产品/服务/活动/场所）

Part A has the right to apply for management system certification scope (including products/service/activities/sites), in accordance with legal, regulatory and relevant requirements.

1. 有权对乙方在认证服务过程或活动中违规和损害公正性的行为提出申诉或投诉。

Party A shall have the right to appeal and complain about the activities of violation and prejudice impartiality during Party B's certification process.

* + 1. 义 务：Obligations:
1. 第一阶段审核前确保体系有效运行不少于3个月（生产植入性医疗器械的申请组织的质量管理体系有效运行不少于6个月），获得认证证书后持续有效运行相应的管理体系。

Ensure that the system is effective for at least 3 months before the stage 1 audit. (For the applicant organization who manufacture the implantable medical device, the MDMS of the applicants shall be effective for no less than 6 months.) Continuously and effectively implement the relevant management system after obtaining the certificates.

1. 遵守认证认可相关法律、法规和规章，对市场监督管理总局和地方认证监督等管理部门实施的监督检查予以配合和协助，对有关事项的询问和调查如实提供相关材料和信息（特别是获证之后）。

Abide by the relevant laws, regulations and rules of certification and accreditation. To cooperate with and assist the supervision from the State Administration for Market Regulation and local certification and accreditation body, and provide relevant certificated materials and information truthfully for inquiries and investigation. (especially after obtaining certificates)

1. 接受乙方、认可机构等安排的非例行检查/审核、确认审核、见证评审等，并在检查/审核/评审中给予必要的配合。

Accept all kinds of surveillance, audit, witnessed assessment and so on from the CB and Accreditation Body, and provide necessary cooperation during the surveillance and audit.

1. 遵守乙方的有关认证规定（参见乙方网站http://www.lqa-cert.com) 所发布的公开文件），按时交纳和承担各项费用，逾期交费按合同总额每日5‰向乙方支付违约金。Abide by the Comply with the certification regulations of Party B which are public in the website of CB (<http://www.lqa-cert.com>), and pay all expenses on time. Party A shall pay 5‰ of the total amount per day if overdue payment happen.
2. 保证提交资料的真实性、合法性及有效性，同时提交的管理体系文件应符合乙方审核的要求，甲方应根据乙方的文审意见对体系文件进行修订。

Ensure all the documents and information submitted are the truth, legality and validity. At the same time, the management system documents submitted shall meet the requirements of Party B. Party A shall revise the system documents according to Party B's document review results.

1. 为乙方进入现场审核作出全面合理安排，包括向乙方提供为进行初次认证、监督、再认证审核所需要的文件和记录，审核人员所需进入的场所（保密区域应提前向乙方书面说明），提供充分的资料证明体系运行的有效性。在认证审核过程中，如必需使用ICT技术（信息和通讯技术，例如拍摄照片、录制音视频、召开电视电话会议、通过远程介入方式访问文件和记录、通过实时监控系统进行观察）才能确保有效实施审核，甲方应提供必要的设备设施、网络、技术人员等，并确保信息和数据的安全和保密。

Make appropriate arrangements for Party B to on-site audit, include the documents and records for the initial, Surveillance, recertification audit. The area where the auditor need to enter ( confidential area shall be explained to Party B in writing in advance). Provide sufficient materials to prove the management system(s) effectively implemented. Use ICT technology ( Information and Communication Technology, such as taking photos, recording audio and video, holding a teleconference, reviewing the files and records by remote way, observing through the real-time monitoring system) if necessary in the certification process so as to ensure effectively audit. Party A shall provide necessary equipment and facilities, network and technical persons etc. And make sure the security and confidentiality of information and data.

1. 获得认证证书后，对认证信息的使用应符合以下要求：

After obtaining the certificate(s), must meet the following requirements for the use of certification details:

1. 不做出或不允许有关于其认证资格的误导性说明；

No misleading statements about its certificate or certification;

1. 不以或不允许以误导性方式使用认证文件或其任何部分，不得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、服务通过认证；

No misleading use of the certification documents or any part of them. Do not use the certificates and symbols to indicate that its products or services have passed the certification.

1. 证书暂停期间，管理体系认证证书暂时无效，不得使用证书和标志继续宣传认证资格；

once the certificate are suspended, the certificate is invalid, Part A shall not use the certificate and logo to anyone.

1. 证书撤销时，按照乙方撤销通知和公开文件要求，立即停止使用所有引用认证资格的广告材料，并将证书归还乙方；

when the certificates canceled, stop using the advertising materials at once and return the certificate to CB according to the requirements of the cancel notice and the public information of Party B.

1. 在认证范围被缩小时，修改所有的广告材料；

When the certified scope is reduced, the advertising materials need be revised in compliance with certificate;

1. 不允许在引用管理体系认证资格时，暗示乙方对产品（包括服务）或过程进行了认证；

It is not allowed to imply that Party B has certificated the products (including services) or processes when referring to the certificate of the management system;

1. 不得暗示认证适用于认证范围以外的活动和场所；

It shall not be implied that the certification applies to activities and sites outside the scope of the certificate.

1. 在使用认证资格时，不得使乙方和（或）认证制度声誉受损，失去公众信任；

Shall not make the reputation of Party B and/or the certification regulations damaged and not make them lose public trust while using the certificate.

1. 对违反以上任一要求引起的一切责任由甲方自行承担，因此给乙方造成损失或影响的，甲方应承担赔偿责任。

Party A shall be responsible for the breach of the above requirements, Party A shall be liable for the compensation or bad influence caused to Party B.

1. 证书有效期内，甲方发生以下情况时应及时向乙方进行通报（通报渠道详见公司网站上的公开文件《信息通报要求》），包括（但不限于）以下内容：

Within the validity period of the certificate, Party A shall notify Party B of any of the following situations in time (please refer to the public document "Information Notification/Bulletins Requirements" on CB’s website for details), Including (but not limited to) the following:

1. 被接管或收购、法律地位、经营状况、组织状态或所有权的变更；组织、组织结构和管理层（如法人代表、最高管理者、管代等关键的管理、决策或技术人员）的变更；联系地址、注册地址、通讯地址、活动场所、多场所等的变更；行政许可资质的变更、更新、复查换证、到期、注销等情况信息；管理体系覆盖的活动范围和（或）边界的变更；管理体系覆盖的人员规模和重要过程的变更；管理体系文件的变化；适用法律法规及标准的变化；其他与管理体系运行有关的重要信息的变化；生产、销售的产品或提供的服务被质量或市场监督部门认定不合格；发生产品质量/安全事件、HS事件、环境污染事故、安全事故、医疗器械不良事件、以及产品召回等；客户及相关方的重大投诉；消费者投诉信息；有关执法监管部门或消协组织的处罚和通报；

Changes about the taken over or acquire, legal status, business status or ownership; Changes of the organization, organization structure and management (such as legal representative, top management, management representative and other key persons of management/decision-making or technology ) ; Changes of certified address, registration address, mail address, locations, other sites, etc; the changes, renew, review and replacement, expiry and cancel of the administrative license qualifications; Changes in the scope and/or boundaries of activities covered by the management system; The changes in employees size and significant process covered by the management system; Management system documents changes; Changes in applicable laws, regulations and standards;Changes in other important information related to the management system; The products produced or sold, or the service provided disqualified by the quality or market supervision departments; Incidents happened on product quality/safety, HS events, environmental pollution accidents, safety accidents, adverse event, and products recall; Major complaints from customers and related parties; Consumer Complaint Information; Punishment and notification from Law enforcement and supervision departments or consumer association organizations.

1. 获得医疗器械管理体系认证的组织，当监管机构提出要求时，甲方同意乙方将审核报告上传至监管机构。

If the organization has obtained the certificate of Medical Device Management System, Party A agrees to send the audit report of Party B to local Administration agency (SFDA) when they required.

1. 接受乙方因甲方相关内容变更后的调查和必要时的追加审核和认证决定，否则因此引起的一切责任由甲方自行承担，因此给乙方造成损失或影响的，甲方应承担赔偿责任。

Accept Party B's surveillance visit as the change of Party A's related content,and additional audit and certification decisions when necessary. Otherwise, Party A shall be responsible for all and be liable for compensation or bad influence caused to Party B.

1. 甲方应保证管理体系有关信息的真实性，因隐瞒管理体系覆盖的组织机构、人数、多场所数量等信息导致审核人日不足、多场所抽样量不足、审核结果无效或认证证书失效，由此造成的损失由甲方承担全责，并承担对乙方造成的损失。

Party A shall ensure the authenticity of the management system information. Party A shall be fully responsible for the insufficient audit man days, insufficient sampling, invalid audit results or invalid certificates caused by hiding the information such as the organization, number of employees and multi-sites covered by the management system. Party A shall be liable for compensation or bad influence caused to Party B.

1. 向乙方申请管理体系认证之日起前一年内，承诺未出现以下任何一种情况：

a year in advance before the application date for certification to Party B, Party A makes sure that none of the following situations occurs:

1. 其他认证机构对甲方作出过不推荐认证注册（初审）、不推荐再次认证注册或不推荐继续使用认证证书（监督）的结论；

Other CB(s) have made a conclusion to refuse to granting certification (initial audit)/re-certification/ or not recommend to maintaining certificates (surveillance).

1. 其他认证机构对本组织做出过暂停认证证书或撤销认证证书的决定；

Other CBs have made decisions to suspend or cancel the certificates of party A;

1. 本组织发生严重事件或违法情况，被执法监管部门调查或责令停业整顿；

Party A be investigated by supervision department or ordered to close for rectification because of serious incident or illegal situation.

1. 在国家企业信用信息公示系统（http://www.gsxt.gov.cn）中，本组织被列入“严重违法企业名单”。

In the National Enterprise Credit Information Publicity System (http://www.gsxt.gov.cn), Party A is in the "List of Serious illegal Enterprises".

如果发生因甲方未如实申报而导致乙方颁发的管理体系认证证书出现无效的情况而造成对甲方的损失时，由甲方自行承担；由此对乙方造成的损失(包括实际经济损失、为补救而产生的额外支出及乙方的名誉损失)则由甲方承担。

Party A shall bear the loss to Party B if the certificate is invalid due to Party A's false information. Party A shall be responsible for the loss (including the economic loss, additional expenses incurred for the remedy and reputation of Party B ) caused to Party B.

1. 对获证组织未按要求通报的处置 The penalty to Party A for no notification as required.
2. 如果发现获证甲方未按要求进行信息通报，将根据需通报信息的内容、性质、严重程度，对甲方予以书面告诫、对注册资格作出暂停或撤销的处置；

If Party A is found not notification as required, Party A will be warned in a written warning, or suspend or cancel the certified registration according to the content, character and severity of the information.

1. 当获证后，甲方发生了各类事故、事件、重大投诉、消费者的投诉或在各类监督抽查中存在不合格，如果未在三个工作日内向乙方进行通报，乙方将在获知信息后两个工作日内立即对其注册资格先行办理暂停（情况严重的则直接办理撤销），同时发出书面告知书要求企业对问题事实及后续的行动（包括纠正和纠正措施）及相关部门的后续处置结果（存在时）予以书面说明。甲方应在接到通知后三个工作日内按照通知要求如实提交相关的资料。如果在接到通知后无充分理由不予配合的，乙方将从第四个工作日起对甲方的注册资格作出撤销的处置。同时乙方将按照认证信息通报要求向上级主管机关通报；

When the certified organization (Party A) has kinds of accidents, incidents, major complaints, consumer complaints, or nonconformity during supervision and random sampling. If it fails to notify Party B in three working days, Party B shall immediately suspend its registration within two working days after receiving the information(in serious cases, cancel directly) , and at the same time issue a written notification request Party A for the true problem, actions (including corrections and corrective actions) to the problems and the subsequent disposal results (if any) of relevant departments shall be explained in writing. Party A shall truthfully submit the relevant information within three working days after receiving the notice according to requirements of the notice. If it fails to cooperate without sufficient reason after receiving the notice, Party B will cancel the certificate of party A on the fourth working day. At the same time, Party B shall report the certification information to the higher lever authority department according to the rules of the notification.

1. 当获证后，甲方发生了各类事故、事件、重大投诉、消费者的投诉或在各类监督抽查中存在不合格未按上述要求向乙方通报，乙方在后续的例行监督、再认证审核或其他非例行的审核/检查中按规定向获证组织了解本周期是否发生前述事故、事件、投诉、不合格时，获证组织再次未能如实告知，该情况一旦被发现，乙方将根据问题的内容、性质、严重程度，立即对获证组织的注册资格作出暂停或撤销的处置。

When the certified organization (Party A) has kinds of accidents, incidents, major complaints, consumer complaints, or nonconformity during supervision and random sampling. If it don’t notify Party B as required above. In the subsequent routine surveillance, re-certification audit or other non-routine audit/inspection, Party B shall ask Party A for the occurrence of accidents, incidents, complaints and nonconformity mentioned above in this cycle by the rule. Party A fails to truthfully inform again, once this situation is discovered, Party B will immediately suspend or withdraw the certificate according to the content, character and severity of the information.

1. 以误导的方式使用IECQ QC 080000认证证书，如果甲方未能在乙方发出整改要求后，两周内采取纠正措施，IECQ证书将被暂停或取消。

Use IECQ QC 080000 certificate in a misleading manner, the IECQ certificate will be suspended or cancelled if Party A fails to take corrective action within two weeks after Party B notice.

1. 如甲方未保持ISO 9001证书或其他等效证书，甲方应证书暂停、撤销或过期失效后五个工作日内通知乙方。乙方有权暂停直至撤销IECQ QC 080000认证证书。

Party A shall notify Party B within five working days after the certificate is suspended, canceled or expired if Party A can’t maintain ISO 9001 certificate or other equivalent certificate. Party B has the right to suspend or cancel IECQ QC 080000 certificate.

1. 生产、销售的产品或提供的服务被质量或市场监督部门认定不合格的，自市场监督管理部门发出通报起30日内甲方应接受监督审核；其他方面的不合格参照执行。

The products produced or sold, or the service provided disqualified by the quality or market supervision departments. Party A shall accept surveillance or audit within 30 days from the notification day issued by the market supervision and administration department. Other nonconformity refer to the execution above.

1. 现场审核前，甲方应对乙方提交的审核计划进行确认，并对审核过程中审核组执行审核计划的情况进行监督。由于审核计划执行过程出现问题导致审核无效或认证证书失效，由过错方承担法律责任。

Before on-site audit, Party A shall confirm the audit plan submitted by Party B and supervise the implementation of the audit plan by the audit team during the audit process. If the audit is invalid or the certificate is invalid due to problems in the execution of the audit plan, the fault party shall bear the legal liability.

1. 乙方网站http://www.lqa-cert.com以及中国国家认证认可监督管理委员会官方网站<http://www.cnca.gov.cn>和/或国际电工委员会质量评估系统（IECQ）https://www.iecq.org/中刊载的与甲方认证相关法规或其他要求的信息亦是甲方在本合同履行期间的义务。

Part B’s website: <http://www.lqa-cert.com,> Website of Certification and Accreditation Administration of the P.R.C : <http://www.cnca.gov.cn>, or IECQ Website: https://www.iecq.org, these websites all publish about the certification regulations and rule and other required information that shall also be Party A's obligation during the performance of this Contract.

1. 乙方的权利和义务 Part B’s rights and obligations:
	* 1. 权 利：Rights
2. 有权依据相关法律法规和现场审核结论，确定甲方认证注册范围；决定是否给予甲方认证注册和颁发证书。

Have the right to confirm the certified scope of Party A's and registration by relevant laws and regulations and the conclusions of on-site audit. Decide whether to grant certification and issue certificate.

1. 有权依据甲方的违规行为，作出暂停、注销或撤销甲方认证注册资格，收回证书的决定。

Party B shall have the right to suspend, withdraw or cancel Party A's certificate and recall the certificate based on Party A's violations.

1. 有权在甲方管理体系出现异常情况时，适时地安排非例行的审核；其时间及费用由双方另行商定。如甲方的产品在市场监督抽查中被查出不合格、三废排放被监管部门抽查超标、发生环境事故、安全事故、HS事件、相关方重大投诉时等,甲方应在三个工作日内向乙方通报，同时自发出相关事件通报起30日内，乙方应对甲方实施监督审核。

Party B has the right to arrange a special audit in time when abnormal situation happens in Party A's management system. The opportunity and cost shall be agreed upon by both parties.If Party A's products are found unqualified in the market supervision and sampling inspection, if “Three Wastes” are found out of the limit by the supervision department, environmental accidents, safe accidents, HS incidents and major complaints from relevant parties, etc, Party A shall notify Party B within three working days. At the same time, Party B shall conduct a surveillance audit within 30 days from the notification day issued by the market supervision and administration department.

1. 有权根据甲方提供或现场审核收集的信息，在甲方的管理体系严重不满足认证要求后，做出暂停、撤销认证证书的决定。

Has the rights to suspend or cancel the certificate after proving that the management system of party A does not meet the certification criteria according to the information provided by Party A.

* + 1. 由于非乙方原因导致本合同不能继续履行或终止履行的，乙方所收取的费用不予退还。但当现场审核结论为不同意推荐认证注册时，应在现场审核结束后30日内退还甲方相应体系的审定与注册费。

The fees Party B received shall not be returned if this Contract cannot be performed or terminated due to reasons not attributable to Party B. However, when the on-site audit concludes that the certification registration is not recommended, the approval and registration fee of the relevant system shall be returned to Party A within 30 days after the on-site audit.

* + 1. 义 务：Obligations:
1. 严格遵守国家的法律、认证法规和认可机构、IECQ的规定。

Strictly abide by national laws, certification regulations, and rules of accreditation body and IECQ.

1. 按照认证程序、认证所依据的标准及本合同约定，客观公正地为甲方提供认证服务。

Party B shall provide the certification services objectively and impartially in accordance with the certification regulations, criteria and this Contract.

1. 严格保密承诺，不得将甲方在经营、生产、技术、管理等方面的非公开信息以任何方式泄密给第三方。但下列情况除外：

Strictly comply with the confidential commitment, Party A shall not disclose Party A's confidential information about operation, production, technology and management to any third party in any way. Except for the followings:

1. 甲方已公开的信息；Information publicized by Part A;
2. 得到甲方的书面同意；Agreed by Part A in written;
3. 认可机构及监管机构需要时；Required by accreditation body and Administration agency;
4. 应法律要求时。Required by law.

除法律禁止外，乙方应将拟提供的信息提前通知甲方。特殊情况下，可以根据甲方要求（如出于安全原因），对乙方公开的甲方的名称、相关规范文件、认证范围和地理位置的公开程度作出限制。

Except where prohibited by law, Party B shall notify Party A about the information provided in advance. In special cases, set a limit to the publicity of the Part A’s name, certification criteria, certified scope and the certified location according to the Part A’s requirements.

1. 负责在有关媒体上发布甲方已获认证注册的信息。Responsible for publishing Party A's certified information on the public method.
2. **合同的生效**Contract validation
3. 本合同一式 2 份，自甲乙双方签字盖章完成签署之日起生效，甲方执 1 份，乙方执 1 份。

This Contract are signed in \_\_\_\_2\_\_\_copies, and shall be effective after signed and sealed of both Party. Party A  shall hold \_\_1\_\_pieces, and Party B hold \_\_1\_ pieces.

1. 本合同执行期间，双方所有的正式信息均应以书面形式文件表达（允许使用传真件、电子邮件）。

During the execution of this Contract, all formal information of both parties shall be delivered in written form (faxed copy and E-mail are allowed).

1. 本合同在未签署新的合同前长期有效，但甲方认证证书到期且未重新接受审核、撤销等情况除外。

This contract shall remain valid until a new contract. But except that Party A's certificate expires, cancellation or withdrawal.

1. **合同争议的处理**Contract dispute settlement

当发生的争议时，甲乙双方同意先通过协商调解。协商调解不成，甲乙双方可依法定程序向乙方所在地法院提出诉讼。

When a conflict happens, both party agree that negotiation is the first option. If failed, both can sue it in Part B’s local court according to the statutory procedure.

1. **违约责任**Liability for breach of contract

甲乙双方必须认真执行合同，如签订合同后一方不能履行合同时，双方应协商解决。由于终止合同所产生的经济损失由责任方承担。发生不可抗力的情况除外（不可抗力应是法律上认可的）。

Party A and Party B must execute the contract seriously, if either party fails to perform the contract after signing the contract, both parties shall negotiate to solve. Any economic loss arising from the termination of the contract shall be borne by the responsible party. Except for force majeure (Force majeure shall be legally agreed)

1. **合同更改**Contract change

在合同有效期内，因合同一方提出变更合同条款时，经双方协商一致，应签署《合同更改补充协议》作为本合同的附件。补充协议中新条款生效后，本合同中与其相抵触的条款失效。

 The parties shall sign a supplementary Agreement after negotiation as an appendix of this contract if one party will propose to change during the valid duration of this contract. Any inconsistent clause in this contract shall be invalid since the effectiveness of supplementary Agreement.

1. **通知和送达**Notice and delivery

各方同意以本协议载明的通讯地址为有效送达地址，任何一方对上述地址有修改的，应及时通知另一方。甲方确认：乙方任何书面文件或通知送达下述联系人（含电子邮箱）的视为有效送达，该联系人及邮箱作出的回复视为甲方的真实意思表示。甲方如变更上述联系人，须提前10个工作日通知乙方并附加盖公章的授权委托书。如因甲方未对本协议确定的联系地址、联系方式、指定联系人及其联系方式进行及时通知，导致乙方有关文件无法有效送达的，甲方不得对因此导致的任何不利或损失向乙方主张权利。

Both parties agree that the address in this contract is valid. If any party’s address changes, notify the other party in time. Part A confirm：Any written files or notice delivered by Party B to the following contact person (including email address) shall be regarded as delivered effectively, and the reply from the contact person or mail shall be regarded as the Party A's intention. Part A shall notify Party B 10 working days in advance and attach a authorization letter with official seal if Party A changes the above contact person. Party A shall not claim Party B for any disadvantage or loss due to the relevant documents cannot be effectively delivered to Party B if Part A fails to notify Party B about the contact address, contacts information, contact person and specified information in this contract in time.

1. **其他事宜others**
2. 甲方须按《认证申请书》和《分场所信息表》的要求提交资料，乙方对申请书评审通过后方可安排审核。评审中涉及合同有关内容变更时，以双方文字确认为准。

Party A shall submit documents in accordance with the requirements of the “Certification Application” and “Multi-sites information Sheet”, Party B will arrange audit after the application is reviewed and approved. It’s subject to the written confirmation of both parties in case of any changes in the contract during the review.

1. 再认证前，甲方应重新向乙方提交《认证申请书》及所要求资料。

Before the recertification, Party A shall submit the “Certification Application” again as required.

1. 合同生效期内，合同明确的甲方信息发生变更时，甲方应在变更发生的3个工作日内填写《认证组织信息变更通报表》，通报乙方。

As long as this contract is valid, Party A shall fill in “Certified Organization notification” form and notify Party B within 3 working days once the change of information defined in the Contract happen .

1. 本合同未尽事宜，甲乙双方可协商订立补充条款作为本合同的附件。

Supplement agreement may be entered into between the Parties through consultation for issues not settled in the Contract as appendix .

Applicant/Organization /Client（Party A）:

申请人/认证组织/客户 (甲方）:      （盖章）

通讯地址Postal Address      邮编Code：

联系人Contact：      电话Tel：      手机Phone：

传真Fax：       http://      E-mail：

甲方法定代表人或委托人：

Legal Representative or authorized representative of Party A

日期Date：      年Y      月M      日D

**委托方（甲方）税务信息**：tax information of (Part A):

是否为一般纳税人： [ ] 否 [ ] 是， 是否需要专项增值税票：[ ] 否no [ ] 是yes

Whether is a general taxpayer: [ ] no [ ] yes， whether need a VAT ticket: [ ] no [ ] yes

请提交增值税一般纳税人资格认定通知书及以下信息：

Please submit notification of common VAT taxpayer qualification and the following information:

纳税人名称Taxpayer Name:      ;

纳税人识别号Tax number:

电话Tel：      ；地址Address：

开户行名称Bank Name：      ；账号 Account No：

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Certification Body (CB or Party B): Suzhou LQA Standard Certification Co., Ltd

**认证机构 (乙方）: 苏州莱标标准认证有限公司** （盖章）

通讯地址：江苏省苏州市高新区竹园路209号1号楼C2031 邮编code： 215011

Address: C2031 of Building 1, 209 Zhuyuan Road, High-tech Zone, Suzhou City, Jiangsu Province.

邮箱E-Mail： lida@lqa-cert.com/ info@lqa-cert.com

联系人Contract： 陶淼琳/姜苇苇 联系电话TEL： 0086-512-83986526

开户银行： 中国银行苏州高新技术产业开发区支行营业部

Bank Name： Bank of China, Branch of Suzhou High-tech Industrial Development Zone

账号Account No： 541760677533

开户名称： 苏州莱标标准认证有限公司

Account Name: Suzhou LQA Standard Certification Co., Ltd

乙方法定代表人或授权人： 日期： 年 月 日

Legal Representative or authorized representative of Party B:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_Y\_\_\_M\_\_\_D