



東方信
检验认证有限公司
EAST STANDARD TEST CERTIFICATION Co., Ltd.

认证合同（中英文版） **Certification Contract**

合同编号(Contract No.):

甲方（委托方） **Party A:**

乙方（认证方） **Party B:** 东方信检验认证有限公司



甲乙双方依据《中华人民共和国民法典》和其他相关法律、法规的规定，双方经协商一致，签订本合同。

Party A and Party B have hereby equally and voluntarily entered into the following agreement in accordance with the *Civil Code of the People's Republic of China* and other relevant laws and regulations of China.

一、合同范围(Section 1: Contract Scope)

1.甲方委托乙方为其提供第三方认证服务，乙方通过认证程序，确定甲方是否符合所依据的认证标准，以决定是否批准甲方获得或保持认证注册资格。乙方确认已获得和了解与本合同涉及认证领域有关的认证规则等公开文件，并承诺遵守公开文件的相关要求。

Party A entrusts Party B to provide certification services for it. Through certification procedures, Party B shall determine whether Party A abides by involved certification standards to decide whether to recommend Party A to obtain or maintain certification qualification. Party A has understood and committed to complying with the certification procedures and requirements related to the certification field.

2.认证领域及认证标准(Certification Fields and Standards)

认证领域 Certification Fields	认证标准 Certification Standards
<input type="checkbox"/> 质量管理体系认证 (QMS)	<input type="checkbox"/> GB/T 19001-2016 / ISO 9001:2015 <input type="checkbox"/> GB/T 50430-2017
<input type="checkbox"/> 环境管理体系认证(EMS)	GB/T 24001-2016 / ISO 14001:2015
<input type="checkbox"/> 职业健康安全管理体系认证(OHSMS)	GB/T 45001-2020 / ISO 45001:2018
<input type="checkbox"/> 信息技术服务管理体系认证(ITSMS)	ISO/IEC 20000-1:2018
<input type="checkbox"/> 信息安全管理体系统认证(ISMS)	ISO/IEC 27001:2022
<input type="checkbox"/> 其他 Other:	

3.甲方管理体系/服务系统涉及的有效人数：见认证申请书并以乙方最终核定为准。

The effective number of personnel in Party A's management system: Refer to certification application, and subject to the approval of Party B.

4.甲方管理体系/服务系统是否涉及多场所、多名称：☐否 No ☐是 Yes，详见甲方申报的《认证申请书》。

Whether Party A's management system or service system covers multiple sites: ☐ No ☐ Yes, Refer to certification application.

5.甲方服务认证/管理体系覆盖范围(Scope of Party A's service certification/management system)

1) 审核范围参见认证申请书并以乙方决定受理的范围为准。Refer to certification application for audit scope, which shall be subject to the approval of Party B.

2) 认证证书最终覆盖的认证范围以乙方认证决定结论为准。The certification scope on the certificate shall

be subject to the certification decision of Party B.

6.初审/再认证审核/审查日期：双方协商确定，具体时间以乙方《审核/审查计划》中确定的时间为准。

Date of Initial audit or recertification audit shall be agreed by both Parties, and the specific date shall be subject to the date determined in Party B's Audit Plan.

7.甲方取得认证注册资格后，作为最低要求，初次认证后的第一次监督审核/审查应在认证证书签发日起12个月内进行。此后，监督审核/审查应至少每个日历年（应进行再认证的年份除外）进行一次，且两次监督审核/审查的时间间隔不得超过15个月。

After Party A obtained certification qualification, as a minimum requirement, the date of the first surveillance audit following initial audit shall not be more than 12 months from the certification decision date. After this, surveillance audits shall be conducted at least once a calendar year, except in recertification year, and the period between two surveillance audits shall not exceed 15 months.

8.当发生认证规则中列明的情形时，甲方应接受乙方的非例行监督审核/审查，乙方按监督审核/审查收取审核/审查费用。

When the circumstances specified in the certification rules occur, Party A shall accept Party B's non-routine surveillance audit, and Party A shall pay the surveillance audit fee.

9.如甲方未按规定的要求接受乙方对其实施的监督审核/审查，乙方将按照认证认可相关规定暂停直至撤销甲方认证注册资格，并按规定报送相关监管机构及向社会公布。

If Party A fails to accept the surveillance audit from Party B in accordance with the rules, its certification will be suspended or withdrawn. And relevant information will be reported to relevant regulatory authorities and released to the public.

10.甲方要保障不限制获取与审核相关的文件或是信息，以及对相关人员的面谈与相关场所的开放。如有不适宜执行这些要求时，请提前告知乙方，以便于评估审核可实施性。若甲方不同意或有所保留，由此产生的一切后果与责任由甲方承担。

Party A shall guarantee that for realizing audit objectives, the auditor shall be not restricted to acquisition of documents and information related to the audit, nor shall they be denied the access to certain areas or the interview with related personnel. If Party A doesn't allow the access to certain information, it shall inform Party B in advance for the latter to evaluate whether the audit can be conducted as schedule. If Party A does not agree or have reservations, it shall be responsible for all possible consequences and results.

二、认证费用(Section 2: Certification Fee)

收费项目 Items	金额 Fee(CNY)
<input type="checkbox"/> 初次认证费 Initial audit <input type="checkbox"/> 再认证费 Recertification audit	大写： (¥)

获证后第一年（第 1 次）监督审核认证费 1 st surveillance audit	大写：（¥）
获证后第二年（第 2 次）监督审核认证费 2 st surveillance audit	大写：（¥）

1. 认证费用在每次审核前 10 天一次性支付。

The certification fee shall be paid in a lump sum 10 days before each audit.

2. 乙方派出审核人员的交通食宿费由_____方承担。

The transportation, accommodation and food expenses of the auditors sent by Party B shall be borne by Party_____.

3. 如需加印证书副本，加印费每领域 100 元/套。

If additional certificate copies are required, additional 100 yuan RMB will be charged for each field.

4. 如果在现场审核/审查时发现甲方认证范围涉及人数与申请书所填报的人数不符或认证范围发生重大变化而产生审核/审查人日数增加时，对所增加的人日数乙方将以 3000 元/人日标准增收费用。

When there is a change in the number of people of Party A or the great change of certification scope during the on-site audit that might cause the increase of audit mandays, additional 3000 yuan RMB will be charged by Party B for each manday increased.

5. 乙方收款账户（Bank account of Party B）

开户名称 Account name	东方信检验认证有限公司
开户银行 Bank	中国工商银行杭州市解放路支行
开户账号 Account No.	1202020709920407484

三、甲方权利和责任义务（Section 3: Rights, responsibilities, and obligations of Party A）

I. 权利 Rights

1. 在认证保持有效的状态下，享有按规定正确使用认证证书和标识，以及正确对外广告宣传其获得相应认证注册资格的权利。认证证书、认证标志的使用见乙方《获证组织须知》所述。

With valid certification status, Party A has the right to use the certificate and mark based on rules and do the promotions accurately. Please refer to the "Instructions to certified clients" for specific requirements on the use of the certificate and mark.

2. 有权对认证审核/审查结论、审核/审查人员的行为、审核/审查的公正性及泄露组织机密等向认证机构进行申诉/投诉，如对处理结果仍持异议，可向认证机构各级主管部门检举、举报或申诉/投诉。

Party A can raise any complaints and appeals to Party B in terms of any problems related to certification decision, behaviors of auditor(s), and impartiality and confidentiality of the audit. If Party A still disagrees with the handling result, it can report, complain, or appeal to Party B's supervisory authorities.

II. 责任和义务 Responsibilities and Obligations

1. 遵守法律法规及认证的有关规定，按时交纳和承担认证有关的各项费用。

Party A shall comply with laws and regulations and the relevant provisions of the certification, pay and bear the certification-related fees on time.

2. 保证向乙方提供的信息是真实有效的，并承担因信息失真造成的全部后果。

Party A shall make sure that the information provided for Party B is true, and shall take the consequences for fake information it has provided.

3. 为乙方提供审核/审查所需的工作和生活条件，积极配合审核/审查组工作，确保审核/审查顺利进行。

Party A shall provide necessary working conditions for Party B and cooperate with the audit team to facilitate the audit.

4. 在认证证书有效期内，甲方应确保管理体系和服务系统持续有效运行并能够提供相应水平的服务，发生以下情况时（包括但不限于），应及时向乙方通报：

The conformity and effectiveness of the management system shall be continuously ensured by Party A, and Party B shall be promptly notified of any of but not limited to the following situations:

- ① 客户及相关方有重大投诉；There are significant complaints from customers and related parties.
- ② 生产、销售的产品或提供的服务被监管部门认定不符合法定要求；Products and services are determined by regulatory authorities to be non-compliant with regulatory requirements.
- ③ 发生与认证范围有关的各类事故/事件。Accidents related to certification scope occur.
- ④ 出现影响管理体系运行的其他重要情况。Important situations that affect the operation of the management system occur.
- ⑤ 受到与认证领域有关的行政部门的处罚；There are certification field-related penalties from regulatory authorities.
- ⑥ 相关情况发生变更，包括：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的变更；管理体系覆盖的活动范围变更；管理体系和重要过程的重大变更等。There are changes involving legal status, business status, ownership status, administrative license or qualification, compulsory certification or qualification license, legal representative, top management, contact address or location, scope of operations under the certified management system.

5. 因故被暂停或撤销认证注册资格时，应暂停使用认证证书和认证标识或向乙方交回认证证书和销毁全部认证标识。

When the certification qualification is suspended or withdrawn, Party A shall stop using the certificate and mark immediately or return the certificate to Party B and destroy all certification marks.

6.遵守认证认可相关法律法规，有义务协助认证监管部门的监督检查，对于有关事项的询问和调查如实提供相关材料和信息。

Party A shall comply with relevant laws and regulations, accept inspection from regulatory authorities, and provide accurate documents and information for relevant inquiry and investigation.

7.接受认可及乙方实施的见证评审、非例行审核/审查，对拒不接受的，乙方有权暂停或撤销甲方认证注册资格。

Party A shall accept the accreditation, the witness assessment, and non-routine audit organized by Party B. If Party A refuses to cooperate without justification, Party B can suspend or withdraw its certification.

8.在收到乙方关于认证要求变更的通知后，在给定时间内根据乙方的要求实施变更，并接受由乙方结合文件审核/审查、监督审核/审查或再认证审核/审查等方式对变更实施的结果加以验证。

After receiving the notification on the change of certification requirements from Party B, Party A shall make changes in given time based on Party B's requirement and accept Party B to verify the result of the changes through document review, surveillance audit or recertification audit.

9.及时查访乙方官网公布的最新《公开文件》，遵守《公开文件》中的规则和要求，合规引用认证资格和使用认证文件、认证标志。

Party A shall regularly check latest public documents on the ESTC website (www.estc.org.cn) and comply with the requirements in public documents, Compliantly cite certification qualifications and use certification documents and certification marks.

10.应向乙方说明信息保密、安全管理等有关要求。

Party A shall explain to Party B the requirements for information confidentiality and security management.

四、乙方权利和责任义务(Section 4: Rights, responsibilities, and obligations of Party B)

I .权利 Rights

1.有权依据认证法律法规、认证认可基本规范和认证规则的要求，确定甲方认证注册范围，并具有做出授予、暂停和撤销认证的权力。

Party B can determine the certification scope of Party A and make decisions of granting, suspending, and withdrawing certification based on the requirements of laws, regulations, and certification and accreditation rules.

2.有权要求甲方提供任何与认证领域和认证范围有关的信息。

Party B can request Party A to provide any information related to the certification field and scope.

3.具有所出具认证文件（认证证书、认证审核报告）的所有权。

Retain ownership of the certification documents (certification certificate, certification audit report) issued.



II. 责任和义务 Responsibilities and Obligations

1. 严格按照认证相关法律法规和认证认可基本规范，客观公正地和科学地开展认证工作。

Party B shall comply with relevant laws, regulations, and certification and accreditation rules to conduct certification objectively, impartially and scientifically.

2. 就每次现场审核/审查人员和时间做出妥善安排，及时通知甲方。

Party B shall make appropriate arrangements for each audit and promptly notify Party A.

3. 通过审核/审查满足甲方认证要求后，及时颁发认证证书。

Party B shall promptly issue certificates after making certification decisions for the audit.

4. 严守保密承诺，不将甲方在经营中的非公开信息以任何方式泄密给第三方，但当法律、认可机构和法院有要求时除外。

Regarding Party A's confidential information and document acquired by Party B during the audit, Party B shall not disclose any of them to third parties, except as otherwise requested by laws, accreditation bodies, and the court.

5. 及时将认证标准和认证规则变更的情况通报给甲方。

Party B shall promptly notify Party A of any changes in certification standards and rules.

五、风险 (Section 5: Risks)

1. 甲方如不能持续符合认证的要求，或对认证资格和标识的不当使用，将承担认证资格被暂停、撤销，以及被国家主管部门处罚的风险。

If Party A fails to continuously meet the certification requirements, or improperly uses the certification qualification and marks, Party A shall bear the risk of suspension or withdrawal of the certification qualification, or even being punished by the competent national authorities.

2. 在认证过程中甲方因乙方责任的任何损失，其索赔的赔偿费将不得超过甲方向乙方交纳的认证费，乙方不承担额外的赔偿责任。

For any loss incurred by Party A due to Party B's obligations during the certification process, the compensation fee claimed by Party A shall not exceed the certification fee paid by Party A to Party B, and Party B shall not be liable for additional compensation.

六、合同生效、违约、终止和期限 (Section 6: Entry into force, breach, termination and duration of the contract)

1. 本合同一式两份，甲乙双方各执一份，甲乙双方签字盖章完成签署之日起生效，但当本合同签订日期在甲方提交完整有效的申请资料和信息并在乙方做出受理认证申请的决定之前，本合同于乙方做出受理



认证申请决定之日起生效。

This contract shall come into force after being signed and stamped by both parties, but when the date of signing is before Party A submits complete and valid application information and Party B makes the decision to accept the application, this contract shall come into force on the day Party B makes the decision to accept the application. The contract has two copies, and each party keep one original.

2.甲方提交的认证申请资料和乙方发布的公开文件与本合同构成不可分割的整体，具有同等法律效力。

The certification application materials submitted by Party A and the public documents released by Party B constitute an inseparable whole of this contract and have the same legal effect.

3.本合同有效期至认证证书失效日。任何一方欲中止本合同须提前 30 日书面通知对方，双方协商一致后方可中止。甲方提出终止合同时应支付审核/审查费的 20%作为乙方准备工作的费用；乙方由于非甲方原因而提出终止合同时应支付审核费 20%作为对甲方的赔偿。

This contract is valid until the day the certificate expires. Any party wishing to terminate this contract shall give written notice to the other party 30 days in advance, and the termination shall be made only after both parties have reached a consensus. Party A shall pay 20% of the audit fee as the cost of Party B's preparatory work; Party B shall pay 20% of the audit fee as compensation to Party A if Party B terminates the contract due to reasons not related to Party A.

七、合同更改（Section 7:Contractual Changes）

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》。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。《合同更改/补充协议》与本合同具有同等的法律效力。

During the period of validity of the contract, if one of the parties proposes to change the terms of the contract, a *Contract Change/Supplementary Agreement* shall be signed based on consensus of both parties. After the new terms in the supplementary agreement come into effect, the conflicting terms in this contract shall be invalidated. The *Contract Change/Supplementary Agreement* shall have the same legal effect as the present contract.

八、争议处理（Section 8:Dispute Handling）

1.因本合同所发生的争议，甲乙双方协商解决。协商解决不成，依法定程序向乙方所在地法院提出诉讼。Disputes arising from this contract shall be resolved through consultation between the Party A and the Party B. If the negotiation fails, the dispute shall be brought to the court in Party B's location in accordance with legal procedures.

2.当本合同内英文与中文有歧义时，以中文表述为准。

In case of any discrepancy between the English and Chinese versions of the contract, the Chinese version shall prevail.

甲方 (Party A) 盖章:

乙方 (Party B):

东方信检验认证有限公司 (盖章)

负责人签字(Signature):

负责人签字 (Signature) :

合同签定日期: 年 Year 月 Month 日 Day