

认证协议 Certification Agreement

Rev. 1

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经友好协商，上海天祥质量技术服务有限公司（以下称“Intertek 天祥”）与客户共同达成以下认证协议（以下称“协议”）。
After friendly negotiations, this Certification Agreement (“Agreement”) is made by and between ITS Shanghai (“Intertek”) and the Client.

第一部分 – 审核过程

ARTICLE I - Audit Process

1.1 **组织和标准.** 客户委托 Intertek 天祥按照本协议确定的认证标准和/或规范对其指定的组织（工厂或公司）的管理体系/系统提供认证审核服务。组织、认证标准的详细信息将在本协议项下的附件即：《体系认证合同》中加以描述。

Facilities and Standards. The Client hereby retains Intertek to evaluate the Client’s system(s)/program(s) at specified facilities of the Client (“Facilities”) that contract with Intertek for Certification Services to specified standard(s) and/or other normative document(s) (“Standard”). The Service Agreement accepted by the Client specifies the scope of the certification provided in accordance with this Agreement, including Facilities and Standards.

1.2 **客户信息.** 客户认可：在审核开始之前，应向 Intertek 天祥提供必要的管理体系/系统的完整的、准确的、最新的信息和文件，包括：口头、书面的信息和文件。同时，客户同意在审核开始之前尽快向 Intertek 天祥提供管理体系/系统涉及的应用文件，包括：方针、程序、手册和其他信息等。以上信息和文件是审核开始执行的前提性文件，若客户因法律权限（如，保密权限）或其他特殊信息（如，商业机密）等因素，不能向 Intertek 天祥提供以上数据、文件或信息，Intertek 天祥将有可能不能提供给客户认证服务，除非双方就此类事宜达成一致。

Client Information. The Client acknowledges that Intertek’s audit will require the Client to provide Intertek, either orally or in writing, with complete, accurate, and the most current information and documentation concerning the system(s)/program(s) to be certified. The Client agrees to promptly provide to Intertek all applicable documents, policies, procedures, manuals, and other information. If the Client intends to withhold from Intertek certain data, documents or other information on the basis of legal privilege (e.g., attorney-client) or other proprietary information (e.g., trade secret), Intertek may not be able to grant certification to the Client unless Intertek and the Client agree on how to address this issue.

1.3 **客户支持.** 客户认可 Intertek 天祥对其确定的组织执行现场审核，审核将由具备 Intertek 天祥审核资质的审核人员执行，该审核员可能是全职员工或兼职员工。同时，客户接受 Intertek 天祥审核人员在常规的工作时间对其确定的组织执行审核。审核人员有可能包括 Intertek 天祥的管理人员、观察员、认可组织的人员以及相关权威组织的人员（如，中国认监委、认可委、认证认可协会、质检系统的人员）。在审核现场，客户应保证其主要管理人员在场，并向审核员提供现场指引的向导及或解释组织的体系/系统运行情况的人员。此外，在审核开始之前或开始之时，客户应向审核人员完整介绍其健康和安全要求和程序，以及审核现场必须注意的重要事项。

Client Assistance. The Client further acknowledges that the audit process will require on-site evaluation by Intertek’s qualified auditor personnel (“Auditors”), whether permanent employees or contract personnel. The Client also agrees to permit all such evaluation of each Facility during the Client’s regular business hours. The audits may also be attended by representatives and/or observers of Intertek’s management and Intertek’s Accreditors and other Sector Authority Organizations. During each on-site visit, the Client shall make available key management and other personnel to guide the Auditors through the Facility and to explain the operation of the Facility and its system(s)/program(s). In addition, prior to or at the commencement of any site visit, the Client shall fully brief the Auditors on all health and safety procedures, as well as restrictions, which must be adhered to while in the Client’s Facility.

1.4 **审核过程.** 详细的审核过程可在 Intertek 天祥网站获取：<http://www.intertek.com/knowledge-education/seven-steps-certification/>（英文）或 <https://www.intertek.com.cn/service/6steps>（中文）。

Audit process. Details regarding Intertek’s audit process are available on Intertek’s website：<http://www.intertek.com/knowledge-education/seven-steps-certification/> or <https://www.intertek.com.cn/service/6steps>.

1.5 **非法规性审核.** 客户应理解本协议项下的审核并非法律/法规的符合性审核，因此，Intertek 天祥没有义务评估客户的过程和组织的情况以判断是否符合或不符法律/法规的要求。当发现在认证标准、认证范围内的相关活动违反法律/法规的情况时，审核人员将正式告知客户。客户应采取适当的措施，必要时应告知相关主管机构。一旦 Intertek 天祥的审核人员将此发现报告了客户，Intertek 天祥及其审核人员没有责任再向主管机构报告此类发现。Intertek 天祥审核人员将在下次审核中跟踪验证客户的回应，以验证其体系/系统持续符合标准的要求。

Not a Compliance Audit. The Client understands that the audit is not a legal/regulatory compliance audit, and, therefore, Intertek shall have no obligation to review the Client’s processes and Facilities to determine whether the same comply with or violate any legal and/or regulatory requirements. In the event that an

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Auditor observes a breach of any legal and/or regulatory requirements, related to the scope of certification, the Auditor will formally report this observation directly to the Client. The Client shall take appropriate action, reporting as necessary to the appropriate regulatory body. Once the Auditor has reported the observation to the Client, Intertek and the Auditor relinquish any further responsibility or independent duty to report directly to the regulatory body. The Client's response to this activity will be followed up by the Auditor during the next visit to verify the Client's continued conformity with the Standard.

当客户收到重大违反法规要求的通知或者遭受到适用于管理体系的严重事故（例如，获 ISO45001 职业健康安全认证时的安全事故、已获 ISO14001 认证时的环境事故）时，客户应立即通知 Intertek 该事件。

In the event the Client receives a Notice of Violation for any significant breach of regulatory requirements, or suffers a serious incident applicable to the management system certification (i.e., safety incident when certified to an Occupational Health and Safety Management system such as ISO 45001, environmental incident if certified to ISO 14001), the Client is obligated to notify Intertek without delay of such incidence.

第二部分 – 认证，标志的使用和后续审核

ARTICLE 2 - Certification, Use of Marks and Subsequent Audits

2.1 认证和认证标志的使用权限. 在审核完成后经 Intertek 天祥确认，符合相关标准/要求的体系/系统将在 Intertek 天祥登记注册。获得注册后，Intertek 天祥将同意客户在允许的授权范围内使用指定的 Intertek 天祥的认证标志、认可机构的标志（认证标志），以证明其体系/系统获得了认证。客户在使用以上所有的认证标志时，应严格遵守 Intertek 天祥的要求，F205 – 认证证书、标志以及认可标志的使用要求，详细内容，请浏览 Intertek 天祥网站：<http://www.intertek.com/auditing/management-systems/policy/>。Intertek 天祥有权判断标志使用活动与本协议和 Intertek 天祥要求的合理性和一致性。客户同意立即停止任何 Intertek 天祥判断为标志误用的活动。

Certification and Limited License to Use Certification Mark. Upon completion of the Certification Audit and Intertek's determination that the system(s)/program(s) meets applicable Requirements, Intertek shall list and register the Client as having certified system(s)/program(s). Once the certification has been granted, Intertek agrees that the Client shall have a limited right to use the designated Intertek certification mark(s), as well as the Accreditor's mark ("Certification Marks"), where permitted, for the purpose of identifying the Client's system(s)/program(s) as certified. All Certification Marks shall be used in the manner and subject to the restrictions set forth in Intertek's Requirements, as specified in F205 – Use of Certificates and Certification and Accreditations Marks posted on Intertek's website at <http://www.intertek.com/auditing/management-systems/policy/>. Intertek shall have the sole right to determine whether the Client's usage of the Certification Mark(s) satisfies the requirements of this Agreement and Intertek's Requirements. The Client agrees to immediately cease any use of any Certification Mark which Intertek determines to be misleading.

2.2 客户的责任. 客户应保持一套有效处理客户投诉的文件化系统，包括保存所有针对管理体系/系统的投诉和补救措施的记录，客户能够在被要求时向 Intertek 天祥及时提供以上文件和记录。

Responsibility of Company. The Client shall maintain a documented system for effective handling of customer complaints, including keeping a record of all complaints and remedial actions relative to its system(s)/program(s) and provide required data as requested by Intertek.

2.3 监督与复审. 客户应了解 Intertek 天祥将按照要求执行以下类型的审核：（1）阶段性回访（监督审核）：确保客户每一个获证组织的体系/系统在规定的时间内持续符合认证标准的要求；（2）特殊的回访（通知的或不通知的）：跟踪验证上次审核中识别的问题，或验证客户自身变化对体系/系统的影响，以及调查审核：针对 Intertek 天祥收到的来自其他机构反映客户的管理体系不符合相关标准的任何投诉；（3）复审：为确定客户的管理体系/系统持续满足相关标准的要求。初次认证后的第 1 次监督审核必须在认证决定日期起的 12 个月内进行（合理的安排应在认证决定日期后的 9 个月），再认证审核必须在认证周期的第 3 年实施，时间应安排在证书到期前的 3 个月。每次审核的人应根据客户体系/认证项目的历史运行情况来确定。同时还应根据其他因素和特殊情况，如，客户的管理体系/认证项目发生重大调整或其他影响认证基础的变化。

Surveillance and Re-Certification audit. The Client acknowledges that Intertek is required to perform (i) periodic visits (surveillance audits) of each certified Facility to ensure that the Client's system(s)/program(s) continues to satisfy the requirements of the Standard(s) for which it is certified, (ii) special visits (announced or unannounced) to follow-up on issues identified during a previous visit, in response to changes identified by the Client or investigate any complaints Intertek may receive from any party indicating that the system(s)/program(s) may not conform to the requirements of the Standards for which it is certified, and (iii) re-certification audits of the Client's system(s)/program(s) for the purpose of reevaluating the continual fulfillment of all requirements of the Standard(s). The date of the first surveillance audit following initial certification shall not be more than 12 months from the certification decision date (ideally 9 months from the certification date). The re-certification audit shall take place during the third year of the certification period, approximately 3 months before the expiry of the certification. The duration of these audits is dependent upon the system(s)/program(s) performance history and other factors, and is subject to special provision if the Client makes major modifications to its system(s)/program(s) or if other changes take place which would affect the basis of the certification.

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2.4 **变更.** 当客户的认证范围发生变化时, 或发生其他可能影响管理体系/系统的变化、变更、修订时, 客户应及时通知 Intertek 天祥。这些变化包含但不限于: 法律法规、商业、组织状态, 主要管理层以及方针、程序、经营场所、人员、设备、设施、工作环境或其他资源的, 和/或与标准或认证范围相关的可能造成任何法律合规性违法通知的合规状态的变化。此外, 客户同意向 Intertek 天祥提供所需的信息和文件、方针、程度、手册、纠正措施和 Intertek 可能要求以便确认变化影响客户体系/项目认证状态程度的其他信息。为了确保客户的管理体系持续符合相关标准的要求, Intertek 天祥应被授权在必要时对客户所有或任何部分的管理体系进行重新审核。

Modifications. The Client agrees to notify the Intertek Contracting Office of any request to change its scope of certification, or of any alterations, modifications or changes it makes to its system(s)/program(s) which could affect the certification. Such changes may include modification to its legal, commercial or organizational status, to its key managerial staff, and to significant changes to policies, processes, premises, personnel, equipment, facilities, working environment or other resources. and/or compliance status as a result of any significant notices of violations from regulatory agencies with respect to legal compliance as it relates to the standard or scope of certification. In addition, the Client agrees to provide Intertek with applicable documents, policies, procedures, manuals, corrective actions and other information as Intertek may request in order to ascertain how the changes will affect the certified status of the Client's system(s)/program(s). Intertek shall be entitled to re-audit all or any portion of the Client's system(s)/program(s) if it determines that such is necessary or appropriate in order to ensure that the Client's system(s)/program(s) still conforms to the applicable Standard(s).

2.5 **标准或要求的修订** 客户应了解标准和/或 Intertek 天祥的要求可能有时会变化。在标准和/或 Intertek 天祥的要求被修订时, Intertek 天祥将与客户重新确定额外的审核活动, 包括审核类型、范围及必要的计划进度等, 从而确定客户的体系/系统符合新的变化/修订的要求。

Revision of Requirements or Standards. The Client acknowledges that the Standards and/or Intertek's contractual requirements may be revised from time to time. If revisions to Standards and/or Intertek's requirements are adopted, Intertek shall determine the nature and extent of the necessary additional audit activity, if any, and the required schedule for Intertek to confirm conformity with the revised requirements.

2.6 **纠正措施、强制执行与申诉.** 如果 Intertek 天祥判定客户的管理体系不再满足认证的要求, 客户应同意依照 Intertek 天祥要求的时间期限采取纠正措施。客户应了解并同意 Intertek 天祥在适当时针对不符合情况或重复发生的不符合活动采取额外的措施。这些措施依据现场情况判定, 可能包括暂定、撤销认证、向相关组织通报不符合情况或注销认证。双方同意, 客户有权对 Intertek 天祥在 GP208 (争执和申诉流程) 中的任何决定提出申诉, 见 Intertek 的网站: <http://www.intertek.com/auditing/management-systems/policy/>。

Corrective Action, Enforcement and Appeals. If Intertek determines that the Client's system(s)/program(s) no longer satisfies the Certification Requirements, the Client agrees to take such remedial action as Intertek may request within the time specified by Intertek. The Client acknowledges and agrees that Intertek may take such additional actions as it determines to be appropriate with respect to such nonconformity or for repeated occurrences of nonconformity. Such action may include, among other things, suspension or cancellation of certification for all Facilities, and notification of nonconformity or decertification to other parties as specified by Intertek's Accreditors. The Client has the right to appeal any decision made by Intertek as specified in GOP208 – Disputes and Appeals Process, posted on Intertek's website at: <http://www.intertek.com/auditing/management-systems/policy/>.

第三部分 – 总则

ARTICLE 3 - General Provisions

3.1 **记录的保存及保密.** Intertek天祥有权保留审核期间客户的所有适用的文件、方针、程序、手册及其他信息的复印件。除了保存此类文件信息, Intertek天祥应根据法律法规的要求对该内容保密, 并且不以任何会对客户造成损害的方式使用此类信息。此外, 在合同期内以及合同终止后, 除非有法律要求, Intertek天祥依然有义务对这些审核期间获取的信息、报告文件严格保密。然而, 上述情况不能被解释为是禁止Intertek天祥以任何方式公开客户被授予或被拒绝认证、证书暂停或撤销情况, 以及向认可机构提供相关完整或部分的报告, 或者以审核为目的向Intertek天祥认可的个人提供相关客户信息包括审核文件的拷贝。除了适用的认可文件的要求, Intertek天祥要获得客户或个人对于不向第三方透露相关信息的书面的承诺。当根据法律要求需向第三方提供该机密信息时, 除非受到法律约束, 不然Intertek天祥会在提供信息前通知客户。

Retention of Records and Confidentiality. Intertek shall be entitled to retain copies of all applicable documents, policies, procedures, manuals, and other information provided during the course of the audits. Except to the extent that the information obtained by Intertek is already in Intertek's possession or is, or becomes in the future, public knowledge, and except as otherwise required by law or legal process, Intertek covenants and agrees to maintain all such information in strict confidence and not to use any such information in any manner detrimental to the Client. In addition, Intertek shall maintain in strict confidence, except when required

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by law during the term of and after the termination of this agreement, the information obtained during the course of the audits and documented in the audit reports. However, the foregoing shall not be deemed or construed in any manner whatsoever as prohibiting Intertek from publicly disclosing details of the granting, refusal, suspension or withdrawal of certification, or providing complete or partial copies of audit reports as specified by Intertek's Accreditors and Sector Authority Organizations, or providing access to client information, including copies of audit documents to Intertek's Accreditors and Sector Authority Organizations personnel for audit purpose. Except as required in the applicable accreditation documents, Intertek shall obtain written consent from the client or individual for disclosing information to a third party. Where required by law to release confidential information to a third party, Intertek will, unless regulated by law, notify the Client or individual concerned in advance of the information provided.

3.2 **弃权** 对本协议任何条款或任何违反本协议的行为的弃权不得被解释为持续弃权，也不得构成对任何其他条款或违反本协议的弃权。

Waiver. No waiver of any provision of this Agreement, or any breach thereof, shall be construed as a continuing waiver or shall constitute a waiver of any other provision or breach.

3.3 **协议条款** 本协议与《体系认证合同》共同构成完整的服务协议，自双方签署日起共同生效。

Term of Agreement. This Agreement and the Proposal for System Certification form the complete Service Agreement altogether, which shall commence on the date the Service Agreement is signed and shall remain in effect for the same period as the Service Agreement.

