

# 无名企业管理咨询(上海)有限公司

WUMING Enterprise Management Consulting(Shanghai) CO., LTD

# 认证服务协议书

Certification service Agreement

Ħ	『方(委托方)/ Party A .:
	项目名称/ Project Name.: SQP+10S 现场管理规范
	乙方(服务方) /Party B :: 无名企业管理咨询(上海)有限公司
	签订地点/place.: □BOTEL 办公室 □客户办公室 ☑其它: E-mail
	签订日期/Signing Date: 2019.6.28



依据《中华人民共和国合同法》,甲乙双方就认证技术服务项目协商一致,签订本协议。

According to the Contract Law of the People's Republic of China, Party A and Party B have agreed to sign this agreement on this certification technique consultant item.

# 1、标的 / Objective

**1.1** 服务项目(在□内划 √表示适用于该项目)/ Service project of technique consultant (mark ✓ in  $\square$ , it means it is appropriate to this project.

#### A) 体系认证

选择 Choose		项目 project list	机构 org-	人数 Num	认证范围 Cert- Range	金额 Amount of money
	SUNLIGHT PRODUCTION	SQP 阳光质造 SQP Sunshine Certification				
	10 S	SQP 10S 现场管理规范 SQP 10S Certification	SQP	/	3500 平方内	Ұ34000 元
	150 9001	ISO9001 国际质量管理体系 ISO9001 Quality Certification				
	ISO 14001	ISO14001 国际环境管理体系 ISO14001 Environment Certification				
	10H \ AS	OHSAS18001 职业健康安全 OHSAS18001 Health Certification				
	18020000	ISO20000 信息技术服务管理体系 ISO20000 info service Certification				
	ISO 22000	ISO22000 食品安全管理体系 ISO22000 Foods Security Certification				
	September Management of the Common of the Co	ISO27001 信息安全管理体系 ISO27001 Info Safety Certification				
	ISO 50001	ISO50001 能源管理体系 ISO50001 Energy Certification				
		IATF16949 汽车质量管理体系 IATF16949 Certification				
		HACCP 危害分析与关键控制点 HACCP Foods Security Certification				
	SAI	SA8000 社会责任管理 SA800 Social Responsibility Certification				
	FSC	FSC 森林认证 FSC La certificazione Forestale				
	I PART	知识产权体系认证 Intellectual property system certification				



AS9100	AS9100(航天工业)质量体系 AS9100 Spaceflight Certification		
2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	TL9000 电讯业质量管理体系 TL9000 Telecommunications Certification		
	API 石油标标微认证(美国) API Certification		
22.1-1	计量标准体系 Measurement Standard System		
Others	其他体系认证 others:		

# B) 产品认证

选择 Choose		项目 project list	机构 org-	单元 unit	申证产品 App- product	金额 Amount of money
	CE	CE 认证(欧盟) EU CE Certification				
	E_mark/ECE 认证(欧盟) EU E_mark Certification					
	REACH STITUS TOWNS SECTION SVHC	REACH(SVCH) 检测 REACH(SVCH) Detection				
	ROHS 环保检测(欧盟) ROHS Certification					
	(S <sub>E</sub> )	PSE 安全认证(日本) Japan PSE Certification				
		CCC 安全认证 (中国) CCC Certification				
	cec	CQC 自愿性认证 (中国) CQC Certification				
	BRC	BRC 全球食品安全标准 BRC Norme di sicurezza alimentare Mondiale				
	A CONTROL OF THE PART OF THE P	SASO 认证(沙特) Saudi SASO Certification				



geprufte Sicherheit	GS 认证(德国) Germany GS Certification		
TÜV	TUV 认证(德国) TUV Certification		
	UL 认证(美国) America UL Certification		
c Ustrano Us	ETL 认证(美国) America ETL Certification		
<b>(F)</b> ®	CSA 认证(加拿大) Canada CSA Certification		
WaterMark	Watermark 认证(澳大利亚) Watermark Certification		
Standard Number ##-##	3A 认证(美国) USA 3A Certification		
Others	其他产品认证 others:		

# C) 生产许可及其它

选择 Choose		项目 project list	产品 product	人数 Num	<b>认证范围</b> Cert- Range	金额 Amount of money
	TS	TS 特种设备许可证 TSG Security Registration				
	生产许可	QS 工业生产许可证 Production License				
	122 TO SERVE	涉水产品卫生许可批件 Health Permits Wading Products				
	SP BAGARDAUS	标准化良好行为证书 Good Standardizing Practice				
		管理顾问服务(另附合同) Management Advisory				
	55 *** 	专项培训服务 Train Services				
	0B	企业标准制定 Enterprise standard setting				



	Others	其他		
		others:		

### D) 验厂服务

选择 Choose		项目 project list	人数 Num	范围与要求 Cert- Range	
	BSCI Business Social Compliance Initiative	BSCI 验厂服务 BSCI Factory Certification		□人权:	欧州
	WAL*MART 沃尔玛	WM 沃尔玛验厂服务 Wal-Mart Factory		□质量 □人权 □反恐:	美国
	Sedex	Sedex 验厂服务 Sedex Factory		□人权:	美国
	DISNEP	迪斯尼验厂服务 Disney Factory		□人权:	美国
	MARS Group	玛莎验厂服务 Marksandspencer Factory		□人权:	美国
	COSTCO	Costco 验厂服务 Costco Factory		□质量 □人权附带反恐:	美国
	TARGET	Target 验厂服务 Target Factory		□质量 □人权 □反恐:	美国
	PRIMARK	Primark 验厂服务 Primark Factory		□质量 □人权 □反恐:	英国
	<b>Esti</b>	ICTI 验厂服务 ICTI Factory		□人权:	国际
	Carrefour	家乐福验厂服务 Carrefour Factory		□质量 □人权 □反恐:	美国
	Others	其他验厂 others:			
	1)产品名称		有验过厂:		
备汪:	<b>欧州各尸:</b> 里	人权或质量 ; 美国客户:3 项			

# 2、项目执行时间 / Project implementation date.

双方约定项目执行时间在 <u>2019</u> 年 <u>6</u> 月 <u>28</u> 日 至 <u>2019</u> 年 <u>7</u> 月 <u>29</u> 日 (如因甲方的原因致使 项目周期拖延的, 乙方不承担相应责任)。

Both parties appointed the project implementation date from XXX to XXX(if because of Party A, the project period is delayed. Party B will not take the relevant responsibility.

# 3、项目收费 / Project fees



## 3.1 项目总费用 / The total cost of the project

类别	总金额 (小写)	总金额 (大写)	备注		
初审	¥34000 元	叁万肆仟元整	不含材料费、差旅费		
监审	¥12000 元	壹万贰仟元整	小百州州负、左瓜负 		
复评	¥元				

口不含发票税/Non-tax invoices	☑含发票•税额/ContainingTax Invoice

### 3.2 相关公司帐户 / Related Company Bank Account

1) BOTEL 上海公司 银行帐户: 名称:无名企业管理咨询(上海)有限公司 帐号:31001600802055660037 开户行:中国建设银行股份有限公司上海天钥桥路支行	
2) BOTEL 温州分公司 银行帐户: 名称:无名企业管理咨询(上海)有限公司温州分公司 帐号:33050162871500000088 开户行:中国建设银行温州双屿支行	
3)源引力检测认证有限公司 银行帐户: 名称:源引力检测认证有限公司 帐号:33050169460000000219 开户行:中国建设银行股份有限公司丽水开发区支行	•

#### 3.3 费用支付方式及时间 / The methods and time of payment

□ A. 签订协议时甲方在 3 天内支付 30% (用于递交申请),现场审核通过后/证书确认件 (付清余款后发证);如审核后不能发证的,将返还甲方所有款项。

Party A will pay 30% (for submitting the application) in 3 days when signing the agreement. 70% will be paid after examination and adoption on-site. (The certification will be issued after pay the balance); If Party B can't issue the certification when examination and adoption, they will return back all the payment.

■ B. 签订协议时甲方在 3 天内支付 50% (用于递交申请),审核通过后/证书确认件支付 50%;如审核后不能发证的,将继续无条件提供免费服务服务,直至通过为止或返还甲方所有款 项。

Party A will pay 50% (for submitting the application) in 3 days when signing the agreement. 50% will be paid



after examination;	If Party B	can't issue	the certi	ification	when	examination	and a	doption,	they will	return	back	all the
payment.												

□ C. 其它支付方式 / other: _	
典田七月17月18	
费用支付记录/Payment record:	

## 4、认证服务内容、形式和要求 / The content, type and requirement of certification technique

4.1 乙方负责制定申证总时间计划,督促双方按计划实施。

Party B takes charge of working out application certification date plan and supervising both parties to implement according to the plan.

4.2 为甲方主要管理人员进行有关标准的贯彻、培训。

Party B provides the relevant implementation and training for main managerial personnel from Party A.

4.3 针对项目标准要求,对甲方进行设计开发等技术性提供指导(必要时)。

To provide the technique guidance of design and development for Party A according to the project standard requirement (when necessary).

4.4 协助甲方为达到认证标准进行工厂硬件设施等改造提供必要的指导。

To assist Party A and provide the necessary guidance to meet certification standards for transformation of factory hardware facilities.

4.5 协助甲方编制所需的各种作业指导性文件,指导甲方各项记录的填写等。

To assist Party A to make the required variety of job guiding document and guide to fill in all the record.

4.6 帮助甲方同认证机构、产品检验机构等的联络。

Help Party A to contact with certification organization, products inspection organization and so on.

4.7 如因甲方在认证审核过程中需涉及生产许可证等,无法提供的,双方协调解决方案。

If Party A can't provide production license when checking certification, it should be resolved by negotiation of two parties.

## 5、甲方的协作事项(需讲解)/ Party A's cooperation items.

在协议生效后的一周内,甲方应向乙方提供下列主要配合事项:

Within one week after the agreement came into effect, Party A shall provide Party B with the following key issues:

5.1 指定一名负责人(管理者代表或项目代表)全过程配合乙方技术服务人员的技术服务工作。

Designate a responsible person (manager or project representative) to cooperate with technical advisory staff from Party B in the whole procedure.

- 5.2 明确技术服务项目计划。Clear technical advisory project plan.
- 5.3 为乙方提供申证技术服务所需的各项资源(如资料打印、复印设备等)。

To provide all resources which applying for certification technology advisory need for Party B (for example: printing document, copy equipment and so on).

5.4 按申证时间计划安排,做好工厂检查所需的各项记录等准备工作。

According to the arrangement of applying for certification plan, to do the preparatory job of making all the required records when factory inspection.

5.5 甲方必须妥善安排审核及服务老师差旅、食宿等事宜。

Party A must safely arrange the traveling, eating, dormitory and so on for the checking team teachers.

5.6 按《计量法》要求需送检的测量设备或必须进行型式检验的产品,必须及时送检,确保项目顺利完



#### 工(诸如此类的硬件费用甲方自行承担,也可委托乙方代办,费用实报实销)。

According to <Measurement Law>, if measurement equipment or products are required to be tested, must be sent in time to make sure the project can be finished successfully. (Such hardware fee is held by Party A).

## 5.7 如涉及送样或抽样时,甲方必须保证送样产品合格,如因不合格产生的重测费用,由甲方自行承担, <u>乙方负责指导整改</u>。

Authorites sampling or involved if party a must ensure that deliver qualified products, such as because of heavy unqualified measuring costs shall be borne by party a, party b is responsible for guiding action.

## 6、认证风险告知 / Secretly promise

- 6.1、证书获得前的风险 / The risk before the certificate is obtained:
- ①**过程>>>** 认证或审核过程不合规,造成甲方的证书问题。【应对措拖:乙方应严格按照国家认监 委的合法规则进行认证过程控制,不得简化流程、违规操作、弄虚造假】

The process >>> The certification or audit process is not compliant, affect party a's certificate issue. 

[Response] measures: Party b shall, in strict accordance with the legal rules of the national supervision and administration commission, control the certification process, It is not allowed to simplify the process, operate illegally, and falsification \

②机构>>> 认证或审核机构不合规,造成甲方的证书问题。【应对措拖: 乙方应严格按照国家认监 委的合法规则推荐国家认监委认可的合法审核公司,不推荐非法审核公司、并保证认证证书来自正规渠 道】

Mechanism >>> The certification or audit process is not compliant, affect party a's certificate issue. 【Response measures: Party b shall, in strict accordance with the legal rules of the national supervision and administration commission, to recommend the legitimate audit companies approved by the national committee for the recognition of supervision and supervision, do not recommend illegal auditing companies. And ensure that the certificate is from the formal channel

#### 6.2、证书获得后的风险/The risk after the certificate is obtained:

(1)过程>>> 获证后甲方应长期延续认证相关记录,并做好持续改进,以免在国家抽查时,因未认真 落实而取消或暂停而影响证书的正常使用【应对措施:甲方应按乙方的要求在获证后长期贯彻执行,有 能力的企业可与乙方签定年度凭用合同,月月跟踪,以确保有效性、持续性】;

The process >>>After the certification, party a shall keep the relevant records for the long term, and make continuous improvement, in case of national sampling, It is cancelled or suspended because it is not implemented seriously and affect the normal use of the certificate Countermeasures: Party a shall, upon the request of party b, carry out its execution for a long time after it has been certified, the competent enterprise may sign the annual contract with party b, month to track, to ensure effectiveness and sustainability

②机构>>> 认证机构的暂停、注消、撤消或国际规则变更等导致获得的证书失效【应对措拖:乙方 保证获证时机构的合法性及有效性控制】

Mechanism >>> The suspension, cancellation, withdrawal, or international rule change of the certification authority results in the failure of certificates or changes in international rules [Response measures: Party b guarantees the legitimacy and effectiveness of the institution

# 7、保密承诺 / Secretly promise

乙方相关人员严格遵守职业道德,未经甲方书面授权或许可,不得将甲方经营、生产状况及技术信 息等以任何方式泄露给第三方,但下列情况除外:

Party B related personnel should be strictly obey professional ethics, without the written authorization or permission, Party A shall not disclose management, production status and technical information to the third party in



any way. But except for the following situations:

- 本协议签署前乙方得到的信息。Party B got the information before signing the agreement.
- 甲方已公开的资料。Party A already in the public information.
- 法律法规另有要求或国家主管部门要求时。Laws and regulations have requires or national authorities have requirement.

# 8、协议的生效、变更与终止 / Enforcement, change and termination of the agreement.

8.1 在协议执行期间,若有变更或补充内容,经双方协商同意后以书面附件的形式记录,且 附件作为本协议不可分分割的组成部分与本协议具有同等的法律效力。

During the execution of the agreement, if change or supplement the content of the agreement by mutual consultations in the form of a written record of the annex, and the annex has the same legal effect with this agreement, as an integral part of this agreement.

8.2 本协议一式二份, 甲乙双方各执一份, 具有同等的法律效力, 自双方签字之日起生效, 本项目完成时此协议终止。

A duplicate of this Agreement, each party shall hold one copy with the same legal effect. Go into effect since the date signed by both parties, the termination of this agreement when the project is completed.

## 9、违约责任 / Liability for Breach of Contract.

9.1 双方未经协商而单方终止协议,违约方应向损失方支付违约金,违约金为协议总费用之 20%。

Both parties terminate the agreement unilaterally without consultation. Defaulting party should pay the penalty which is 20% of the total cost of this agreement to another party.

9.2 甲方未按预定计划完成相应义务,导致本项目未能及时完成,其后果由甲方承担;甲方 没有及时向乙方支付服务服务费,其后果由甲方自行承担。

Party A fails to finish scheduled corresponding obligations, resulting in delaying in the completion of this project. And the consequences borne by the Party A. Party A doesn't pay the consulting service fees to Party B timely, and the consequences borne by the Party A itself.

9.3 乙方未按计划给甲方进行辅导,导致本项目未能完成,应由乙方承担相应责任。

Party B fails to provide guidance according to the plan resulting in failure to complete this project. The relevant responsibility should be held by Party B.

## 10、争议处理 / Settlement of Disputes.

在协议履行过程中发生争议,双方应当协商解决,如达不成共识,可以申请当地仲裁委员会 仲裁,或者按司法程序解决。

When dispute appears in the procedure of implementation the agreement, both parties should resolve through consultation. If both sides can't reach common perspective, they can apply for a local arbitration committee for arbitration or by the judicial settlement procedure.

## 11、合同查询与一致性声明 / Contract Search & Conformance Statement

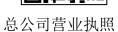
正式合同均可在 BOTEL 官网(www.chinabotel.com) 查询;本合同中英文的条款不一致时, 以中文版本为准。

Especially Declare: Pls check the formal contract on BOTEL Website: www.chinabotel.com.In case there is any discrepancy between Chinese VERSION AND English version, the Chinese version should prevail.

#### 12、BOTEL 相关证件 / Relevant documents.









温州分公司营业执照



公众号和商城

# 13、其它事项 / Other things.

甲方/Party A:	乙方/Party B: <u>无名企业管理咨询(上海)有限公司</u>
地址/Address:	地址/ Address: 温州市鹿城区双屿康华路口 1 栋 1402 室
代表签字(负责人/representative):	联络代表/Project representative:
	- HARD
手机/ Mobile:	联络分支/Which branches: 温州分公司
电话/Telephone:	手机/ Mobile:18967787622
传真/Fax:	法人/President: 梁玉兰 Yulan Liang
盖 章/Stamp:	盖章/Stamp: