

## 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

甲方(委托方)/ Party A.: 浙江正威机械有限公司

项目名称/ Project Name.: CE:MD+EMC

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.: 2018 年 8 月 20 日

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 □, 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
<input type="checkbox"/>	 ISO9001 国际质量管理体系 ISO9001 Quality Certification			
<input type="checkbox"/>	 ISO14001 国际环境管理体系 ISO14001 Environment Certification			
<input type="checkbox"/>	 OHSAS18001 职业健康安全 OHSAS18001 Health Certification			
<input type="checkbox"/>	 ISO20000 信息技术服务管理体系 ISO20000 info service Certification			
<input type="checkbox"/>	 ISO22000 食品安全管理体系 ISO22000 Foods Security Certification			
<input type="checkbox"/>	 ISO27001 信息安全管理 ISO27001 Info Safety Certification			
<input type="checkbox"/>	 ISO50001 能源管理体系 ISO50001 Energy Certification			
<input type="checkbox"/>	 IATF16949 汽车质量管理体系 IATF16949 Certification			
<input type="checkbox"/>	 HACCP 危害分析与关键控制点 HACCP Foods Security Certification			
<input type="checkbox"/>	 SA8000 社会责任管理 SA800 Social Responsibility Certification			
<input type="checkbox"/>	 知识产权体系认证 Intellectual property system certification			
<input type="checkbox"/>	 AS9100（航天工业）质量体系 AS9100 Spaceflight Certification			
<input type="checkbox"/>	 TL9000 电讯业质量管理体系 TL9000 Telecommunications Certification			

<input type="checkbox"/>		API 石油标标微认证（美国） API Certification			
<input type="checkbox"/>		计量标准体系 Measurement Standard System			
<input type="checkbox"/>	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
<input checked="" type="checkbox"/>		CE 认证（欧盟） EU CE Certification	公告号	1	有效期 5 年
<input type="checkbox"/>		E_mark/ECE 认证（欧盟） EU E_mark Certification			
<input type="checkbox"/>		REACH (SVCH) 检测 REACH (SVCH) Detection			
<input type="checkbox"/>		ROHS 环保检测（欧盟） ROHS Certification			
<input type="checkbox"/>		PSE 安全认证（日本） Japan PSE Certification			
<input type="checkbox"/>		CCC 安全认证（中国） CCC Certification			
<input type="checkbox"/>		CQC 自愿性认证（中国） CQC Certification			
<input type="checkbox"/>		SASO 认证（沙特） Saudi SASO Certification			
<input type="checkbox"/>		GS 认证（德国） Germany GS Certification			
<input type="checkbox"/>		TUV 认证（德国） TUV Certification			
<input type="checkbox"/>		UL 认证（美国） America UL Certification			
<input type="checkbox"/>		ETL 认证（美国） America ETL Certification			

<input type="checkbox"/>		CSA 认证（加拿大） Canada CSA Certification			
<input type="checkbox"/>		Watermark 认证（澳大利亚） Watermark Certification			
<input type="checkbox"/>		3A 认证（美国） USA 3A Certification			
<input type="checkbox"/>	Others	其他产品认证 others:			

### C) 验厂服务

选择 Choose	项目 project list	人数 Num	范围与要求 Cert- Range	
<input type="checkbox"/>	 BSCI 验厂服务 BSCI Factory Certification		<input type="checkbox"/> 人权:	欧洲
<input type="checkbox"/>	 WM 沃尔玛验厂服务 Wal-Mart Factory		<input type="checkbox"/> 质量 <input type="checkbox"/> 人权 <input type="checkbox"/> 反恐:	美国
<input type="checkbox"/>	 Sedex 验厂服务 Sedex Factory		<input type="checkbox"/> 人权:	美国
<input type="checkbox"/>	 迪斯尼验厂服务 Disney Factory		<input type="checkbox"/> 人权:	美国
<input type="checkbox"/>	 玛莎验厂服务 Marksandspencer Factory		<input type="checkbox"/> 人权:	美国
<input type="checkbox"/>	 Costco 验厂服务 Costco Factory		<input type="checkbox"/> 质量 <input type="checkbox"/> 人权附带反恐:	美国
<input type="checkbox"/>	 Target 验厂服务 Target Factory		<input type="checkbox"/> 质量 <input type="checkbox"/> 人权 <input type="checkbox"/> 反恐:	美国
<input type="checkbox"/>	 Primark 验厂服务 Primark Factory		<input type="checkbox"/> 质量 <input type="checkbox"/> 人权 <input type="checkbox"/> 反恐:	英国
<input type="checkbox"/>	 ICTI 验厂服务 ICTI Factory		<input type="checkbox"/> 人权:	国际
<input type="checkbox"/>	 家乐福验厂服务 Carrefour Factory		<input type="checkbox"/> 质量 <input type="checkbox"/> 人权 <input type="checkbox"/> 反恐:	美国
<input type="checkbox"/>	Others	其他验厂 others:		

其它：1) 产品名称： 2) 是否有验过厂：  
备注：欧洲客户:单人权或质量； 美国客户:3 项

#### D) 生产许可及其它

选择 Choose	项目 project list	产品 product	人数 Num	认证范围 Cert- Range
<input type="checkbox"/>	 TS 特种设备许可证 TSG Security Registration			
<input type="checkbox"/>	 QS 工业生产许可证 Production License			
<input type="checkbox"/>	 涉水产品卫生许可批件 Health Permits Wading Products			
<input type="checkbox"/>	 标准化良好行为证书 Good Standardizing Practice			
<input type="checkbox"/>	 管理顾问服务（另附合同） Management Advisory			
<input type="checkbox"/>	 专项培训服务 Train Services			
<input type="checkbox"/>	Others 其他 others:			

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

双方约定项目执行时间在\_\_\_\_年\_\_月\_\_日至\_\_\_\_年\_\_月\_\_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	¥28350 元	贰万捌仟叁佰伍拾元整	MD(MD+LVD+噪音测试): 23000*0.9=20700 元 +EMC: 8500*0.9=7650
监审	¥_____元	____万____千____百____元整	
复评	¥_____元	____万____千____百____元整	

☐ 不含发票税/Non-tax invoices ☒ 含发票•税额/Containing Tax Invoice \_\_\_\_\_

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

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

### 3.2 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），现场审核通过后支付 70%，（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 certification when examination and adoption, they will return back all the payment.

☐ C. 其它支付方式 / other: \_\_\_\_\_

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，乙方负责指导整改。

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。【应对措施：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、弄虚作假】

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。【应对措施：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【应对措施：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:

7.1 本协议签署前乙方得到的信息。Party B got the information before signing the agreement.

7.2 甲方已公开的资料。Party A already in the public information.

7.3 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](http://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](http://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.



总公司营业执照



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: \_\_\_\_\_

地址/ Address: \_\_\_\_\_

代表签字（负责人/representative）: \_\_\_\_\_

手机/ Mobile: \_\_\_\_\_

电话/Telephone: \_\_\_\_\_

传真/Fax: \_\_\_\_\_

盖 章/Stamp: \_\_\_\_\_

乙方/Party B: 无名企业管理咨询（上海）有限公司

地址/ Address: 浙江省温州市鹿城区康华路口广龙大厦 1-1402

联络代表/Project representative: \_\_\_\_\_

联络分支/Which branches: 温州分公司

手机/ Mobile: \_\_\_\_\_

法人/President: 梁玉兰 Yulan Liang

盖章/Stamp: \_\_\_\_\_