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无名企业管理咨询(上海)有限公司
WUMING Enterprise Management Consulting(Shanghai) CO., LTD

认证咨询协议书

Certification Consulting Agreement

甲方(委托方)/ Party A (client) : 温州巨凯机械有限公司
项目名称/ Project Name.: CE(SGS)-MD + ISO9001
乙方(咨询方)/ Party B (Consultant): 无名企业管理咨询(上海)有限公司
合同编号/ Contract NO.: _____
签订地点/日期/ Signing place/ Date.: _____

依据《中华人民共和国合同法》，甲乙双方就认证技术咨询项目协商一致，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 技术咨询服务项目(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.

标记 Mark	认证选择 Choose scheme	机构 org	申证产品 App- product	认证单元 Cert- unit
<input checked="" type="checkbox"/>	ISO9001 质量管理体系 / ISO9001 Quality	华义		证书(1-65人)
<input type="checkbox"/>	ISO14001 环境管理体系 / ISO14001 Environment			
<input type="checkbox"/>	OHSAS18001 职业健康安全 / HSAS18001 Professional Health			
<input checked="" type="checkbox"/>	CE 认证(欧盟) / EU CE Certification	SGS	纸袋机	制证书
<input type="checkbox"/>	E_mark 认证(欧盟) / EU E_mark Certification			
<input type="checkbox"/>	REACH(SVCH) 检测 / REACH(SVCH) Detection			
<input type="checkbox"/>	ROHS 认证 / ROHS Certification			
<input type="checkbox"/>	ISO22000/HACCP 食品安全管理/ ISO22000/HACCP Foods Security			
<input type="checkbox"/>	SA8000 社会责任管理 / SA800 Social Responsibility			
<input type="checkbox"/>	CCC 国家强制认证 / CCC Country Compulsion Certification			
<input type="checkbox"/>	CQC 自愿性认证/ CQC Country Compulsion Certification			
<input type="checkbox"/>	TS16949 汽车行业认证 / TS16949 Certification In Cars			
<input type="checkbox"/>	验厂服务 / Factory Service			
<input type="checkbox"/>	计量标准体系 / Measurement Standard System			
<input type="checkbox"/>	GS 认证(德国) / Germany GS Certification			
<input type="checkbox"/>	SASO 认证(沙特) / Saudi SASO Certification			
<input type="checkbox"/>	UL 认证(美国) / America UL Certification			
<input type="checkbox"/>	TSG(AZ) 特种设备生产许可证 / TSG(AZ) Security Registration			
<input type="checkbox"/>	生产许可证 / Production License			
<input type="checkbox"/>	管理顾问服务(可另附专用合同) / Management Advisory Services			
<input type="checkbox"/>	其他/others:			

2、项目执行时间/Project implementation date.

双方约定项目执行时间在2016年12月8日至2017年01月30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、认证咨询内容、形式和要求/The content, type and requirement of certification technique

3.1. 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.

3.2. 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.

3.3. 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).

3.4. 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.

3.5. 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.

3.6. 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.

3.7. 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.

4、甲方的协作事项/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:

4.1. 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咨询人员的技术咨询工作。

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

4.2. 明确技术咨询项目计划。Clear technical advisory project plan.

4.3. 为乙方提供申证技术咨询所需的各项资源(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).

4.4. 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.

4.5. 甲方必须妥善安排审核及咨询老师差旅、食宿等事宜。

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

4.6. 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由甲方自己承担)。

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).

4.7. 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。

Authorities 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.

5、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:

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

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

5.3. 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.

6、项目收费/Project fees

6.1. 项目总费用/The total cost of the project

本项目总金额为: ¥28000.00 元(人民币: 贰万捌千零元 整)/The total cost of this project is XXX RMB only.



☐ 不含发票税/Non-tax invoices

☒ 含发票·税额/Containing Tax Invoice 12000.00

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

6.2. 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 5 天内发证); 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咨询服务, 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.

☐ D. 其它支付方式/other: _____

费用支付记录/Payment record: _____

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

7.1. 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.

7.2. 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.

8. 违约责任/Liability for Breach of Contract.

8.1. 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.

8.2. 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咨询服务费, 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.

8.3. 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.

9. 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



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arbitration or by the judicial settlement procedure.

10、本合同中英文的条款不一致时，以中文版本为准。

In case there is any discrepancy between Chinese VERSION AND English version, the Chinese version should prevail.

11、郑重声明：正式合同均可在博泰管理顾问官方网站（www.chinabotel.com）查询。

Especially Declare: Pls check the formal contract on BOTEL Website: www.chinabotel.com.

12、其它事项/Other things.

甲方/Party A: 温州巨凯机械有限公司

地址/Address: 平阳宋埠北丁工业区

代表签字（负责人/representative）:

蔡锦丹

手机/Mobile:

13736788828

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

联络分部/Which branches: 温州分中心

地址/Address:

温州广龙大厦5-1508

联络代表/Project representative:

曾小波

手机/Mobile:

13906646362

网址/Website:

www.chinabotel.com

邮箱/E-mail:

法人/President:

梁玉兰 Yulan Liang

盖章/Stamp: