CONTRACT 合同

**BETWEEN THE PARTIES:**

**以下三方**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **(A)** | **Name of Organization**  **组织名称** |  | | | |
| **Address (Head Office)**  **（总部）地址** |  | | | |
| **Legal Representative**  **法人代表** | **Name:**  **姓名：** |  | **Position:**  **职位：** |  |

referred to hereafter as ***Organization***

以下简称 ***组织***

And

与

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **(B)** | **IQNet Ltd Representative**  **IQNet有限公司代表** |  | | | |
| **Address (Head Office)**  **（总部）地址** |  | | | |
| **Legal Representative**  **法人代表** | **Name:**  **姓名：** |  | **Position:**  **职位：** |  |

referred hereafter as ***IQNet Ltd Representative[[1]](#footnote-0)***

以下简称 ***IQNet有限公司代表***

And

与

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **(C)** | **Name of Certification Body**  **认证机构名称** | **IQNet Ltd** | | | |
| **Address (Head Office)**  **（总部）地址** | **Bollwerk 31, CH-3011 Bern, Switzerland** | | | |
| **Legal Representative**  **法人代表** | **Name:**  **姓名** | **Pedro Castro Alves** | **Position:**  **职位** | **Managing Director** |

referred hereafter as ***IQNet Ltd[[2]](#footnote-1)***

以下简称 ***IQNet有限公司***

***BASED ON:***

***依据***

|  |  |  |
| --- | --- | --- |
| The Organization’s Application for Proposal (IQNet Ltd **F002-SA**) dated: | |  | | --- | |  | |
| 组织向IQNet有限公司提交的《申请表》（IQNet有限公司**F002-SA**），日期为： |  |
| addressed to IQNet Ltd and the Organization’s acceptance  of the Proposal for SA8000 Certification (IQNet Ltd **F006-SA**) dated: | |  | | --- | |  | |

组织接受的《SA8000认证报价单》（IQNet有限公司 **F006-SA**），日期为：

with the intention of issuing an IQNet Ltd SA8000 Certificate, upon satisfactory compliance with the *IQNet Ltd SA8000 Certification Rules* (IQNet Ltd **I011-SA**),

在组织符合《IQNet有限公司SA8000认证规则》（IQNet有限公司 **I011-SA**）的前提下，向其授予IQNet有限公司SA8000证书，

***THE PRESENT CONTRACT IS CONCLUDED:***

***订立本合同：***

***Art. 1 OBJECTIVES***

***条款 1 宗旨***

* The auditing and assessment of the social accountability management system implemented within the Organisation, according to the SA8000 standard, for the locations and activities specified in the Application for Proposal (F002-SA).
* 依据SA8000标准对组织执行的社会责任管理体系实施审核和评价，具体地点和活动见《申请表》（F002-SA）。
* The issue of an IQNet Ltd SA8000 certificate to the Organization, when in compliance with the requirements of IQNet Ltd SA8000 Certification Rules.
* 一旦组织符合《IQNet有限公司SA8000认证规则》各项要求，IQNet有限公司即向其授予SA8000证书。
* The conduct of surveillance audits and follow-up reviews, in the number and frequency as defined in IQNet Ltd Proposal for SA8000 Certification (F006-SA).
* 按照《IQNet有限公司SA8000认证报价单》（F006-SA）中规定的次数和频次实施监督审核和跟进评审。
* The conduct of special audits, as required to investigate complaints, verify severe irregular situations revealed to IQNet Ltd or verify the implementation status of the corrective actions undertaken by the Organization further to major non-conformities being identified; as described in IQNet Ltd SA8000 Certification Rules.
* 根据《IQNet有限公司SA8000认证规则》的规定，对组织实施追加审核以调查投诉情况，验证已披露给IQNet有限公司的严重不合规情况，或验证组织就识别的严重不符合项采取的纠正措施的实施情况。

***Art. 2. OBLIGATIONS OF THE PARTIES***

***条款 2 当事方义务***

* 1. ***For IQNet Ltd***

***2.1 对于IQNet有限公司***

* To carry out the certification process as described in IQNet Ltd SA8000 Certification Rules.
* 根据《IQNet有限公司SA8000认证规则》执行认证流程。
* To upload the audit report and communicate the data related to the certification status in SAI database, where required by SAI (Social Accountability International) for the SA8000 accredited certification program.
* 根据社会责任国际（SAI）针对经认可的SA8000认证方案的要求，将审核报告上传至SAI数据库，并沟通有关认证状态的信息。
* To maintain confidentiality with respect to the information provided by the Organization and not to disclose such information to third parties without the Organization’s prior consent, except for SAI (Social Accountability International) where such a requirement is a part of the SA8000 accredited certification program. IQNet Ltd reserves the right to show its files to the accreditation auditors and to auditors of other certification entities, with whom it has or want to have agreements of mutual recognition, with the purpose of demonstrating compliance with the standards applicable to its certification activities.
* 对组织提供的信息予以保密，未经组织事先同意，不得将此类信息披露给第三方，但社会责任国际（SAI）提出此要求的情况除外，因为该要求为经认可的SA8000认证方案的一部分。IQNet有限公司保留将此类文件出示给认可审核员和其他认证机构审核员的权利，但前提是IQNet有限公司与这些机构已经签订或有意向签订双方一致认可的协议，以此证明组织符合适用于其认证活动的标准。
  1. ***For IQNet Ltd Representative***

***2.2 对于IQNet有限公司代表***

* To carry out the assigned tasks of the certification process, as specified in IQNet Ltd *SA8000 Certification Rules* and IQNet Ltd procedures.
* 按照IQNet有限公司《SA8000认证规则》和IQNet有限公司程序，执行分配给其的任务。
* To maintain confidentiality with respect to the information provided by the Organization and not to disclose such information to third parties without the Organization’s prior consent.
* 对组织提供的信息予以保密，未经组织事先同意，不得将此类信息披露给第三方。
* To invoice the Organization, according to the terms provided in this contract and its binding annexes.
* 根据本合同条款及本合同具有约束力的附录的规定，向组织开具收费单。
  1. ***For Organization***
  2. ***对于组织***
* To observe the requirements specified in *IQNet Ltd SA8000 Certification Rules* as attached to the present contract and any subsequent versions in force.
* 遵守附加在本合同或后续任何有效版本的合同后面的《IQNet有限公司认证规则》的要求。
* To notify IQNet Ltd on all changes in their legal status, ownership, organization, premises, or personnel which may affect their management system, their scope of operations and processes. Notification must be given with sufficient notice to evaluate the effects on the certification contract. Changes may require revisions to the Application for Proposal (F002-SA) and Proposal for SA8000 Certification (F006-SA).
* 向IQNet有限公司告知可能会影响组织管理体系、业务范围和流程的法人地位、所有权、组织结构、场所或人员发生的所有变更。告知必须包含充足的信息，以便IQNet有限公司能就此类变更对认证合同产生的影响作出评估。一旦产生变更，就可能需要对SA8000认证《申请表》（F002-SA）和《报价单》（F006-SA）进行修订。
* To accept subsequent changes in the audit program, as described in any revised versions of the Proposal for SA8000 Certification (F006-SA), generated by changes related to the organization (as per above) or further to the changes in the SA8000 certification rules.
* 接受审核方案中做出的后续变更，见修订版《报价单》（F006-SA）。前提是此类变更由与组织相关的变更（如上所述）或《SA8000认证规则》产生的变更引起。
* To settle all payments invoiced by the IQNet Ltd Representative, as specified in this contract and its binding annexes.
* 根据本合同及本合同具有约束力的附录的规定，对IQNet有限公司代表开具的收费单进行结算。
* To provide any necessary personal health and safety training and, where appropriate, the complete personal protective equipment for IQNet Ltd audit teams.
* 为IQNet有限公司的审核组提供任何必要的健康安全培训，以及在适当情况下提供全套的个人防护装备。
* To provide access, assistance, information, records, documentation, and facilities to the audit team; accompanied by accreditation auditors as and when required.
* 向审核组提供访问权限、协助、信息、记录、文件及设备；需要时，由认可审核员陪同。

***Art. 3 FINANCIAL CONDITIONS***

***条款 3 财务状况***

**3.1.** The expenses related to the certification process, are detailed in IQNet Ltd Proposal for SA8000 Certification (F006-SA) and shall be paid by the Organization based upon the invoices issued by IQNet Ltd Representative, within the timeframe specified by IQNet Ltd Representative. If the organization does not pay within this timeframe, financial penalties may be applied according to the rules of the IQNet Ltd Representative.

3.1.IQNet有限公司《SA8000认证报价单》（F006-SA）中详细列明了与认证流程相关的费用，组织应在IQNet有限公司代表规定的期限内对其开具的收费单进行结算。根据IQNet有限公司代表的规定，组织如未在该时限内予以支付，将遭受经济处罚。

**3.2.** Additional fees may be charged for activities that are not included in IQNet Ltd Proposal for SA8000 Certification (F006-SA) and for work required due to non-conformances being identified. These will include without limitation:

3.2.对于未包括在IQNet有限公司《SA8000认证报价单》（F006-SA）中的活动，以及因识别出不符合项而需执行的工作，IQNet有限公司将向组织征收额外费用。这些费用包括但不仅限于：

* repeating of all or any part of the audit program or work due to certification rules not being fulfilled.
* 重复实施全部或部分审核方案或因组织未满足认证规则而执行的工作。
* conduct of follow-up activities to verify the implementation status of the corrective actions undertaken by the Organization further to critical and/or major non-conformities being identified.
* 为验证组织针对极其严重不符合项和/或严重不符合项采取纠正措施的情况而执行的跟进活动。
* additional work due to suspension or withdrawal of certification.
* 因组织被暂停或撤销认证而执行的额外工作。
* reassessment due to changes in the management system or scope of activities.
* 因管理体系或活动范围发生变更而实施的重新评价。
* changes in the certificate.
* 证书内容的变更。

**3.3.** The expenses related to the conduct of follow-up and special audits, to verify complaints or other severe irregular situations revealed to IQNet Ltd, shall be paid by the Organization.

3.3.对于为核实披露给IQNet有限公司的投诉或其他严重不合规情况而实施的跟进审核或追加审核，所产生的费用由组织承担。

**3.4.** All fees mentioned are exclusive of any applicable VAT or other taxes and duties.

3.4.上述所有费用不包括任何相关增值税或其他消费税和关税。

**3.5.** IQNet Ltd reserves the right to terminate an application, cease or suspend all work, temporarily suspend, or withdraw the SA8000 certificate, if the financial obligations of the client towards IQNet Ltd or the IQNet Ltd Representative are not fulfilled in the due time, without prejudice of any other legal means at its disposal.

3.5.如客户未按时履行对IQNet有限公司或IQNet有限公司代表承担的财务义务，IQNet有限公司保留终止其申请、停止或暂停一切工作、暂停或撤销其SA8000证书的权利。

**3.6.** Audit postponement requests by the client may incur financial penalties applied according to the rules of the IQNet Ltd Representative.

3.6.根据IQNet有限公司代表的规定，客户提出延期审核请求，可能会遭受经济处罚。

**3.7**. IQNet Ltd Representative, at its own expense, has the right to initiate action for the collection of any unpaid dues in the court with competent jurisdiction.

3.7.IQNet有限公司代表有权向具有管辖权的法院提请诉讼，收取任何未付款项，费用由其自行承担。

***Art. 4 PERIOD OF VALIDITY AND TERMINATION***

***条款 4 认证有效期与终止期***

**4.1.** This contract shall enter into force when signed by the three (3) parties and its validity extends for a period of three (3) years from the time the certificate is granted to the Organization

4.1.本合同一经当事三（3）方签字，立即生效。合同有效期为向组织授予证书之日起的三（3）年时间。

**4.2.** The SA8000 certificate has a maximum validity period of (3) three years. Its renewal shall be made upon the Organization’s request for recertification before the expiry of the preceding certificate.

4.2.SA8000证书的有效期最长为三（3）年。在上一份证书到期前，如组织提出再认证请求，则应对该证书进行更新。

**4.3.** This contract can be terminated by IQNet Ltd or the Organization, but not before settling all the payments due until the time of termination. The period of notice to terminate this contract is at least 3 months prior to the end of the 3-year term. Any notice to terminate this contract shall be submitted in writing by registered mail.

4.3.本合同可由IQNet有限公司或组织终止，但应在全部费用已在终止日期前结算后进行。终止本合同的任何通知应在3年期满的至少3个月前以挂号信方式寄出。

**4.4.** At the end of the validity period of the certificates (either by not renewing them or by withdrawing or terminating the present contract), the Organization undertakes the obligation to return the original SA8000 certificate and possible existing authenticated copies to IQNet Ltd and to cease using the IQNet Ltd SA8000 certification mark and the SAAS mark.

4.4.在证书有效期截止时（未对证书进行更新，或撤销、终止本合同），组织有义务将SA8000证书原件及可能留存的有效复件归还给IQNet有限公司，并停止使用IQNet有限公司SA8000认证标志和SAAS标志。

***Art. 5 LIMIT OF RESPONSIBILITIES***

***条款 5 责任权限***

**5.1.** IQNet Ltd and IQNet Ltd Representative are not responsible to third parties for any personal, material, or financial damage, resulting directly or indirectly from the activities of the Organization which has been certified to SA8000 by IQNet Ltd.

5.1.对由IQNet有限公司SA8000获证组织直接或间接引起的任何人身伤害、物质或经济损失，IQNet有限公司及IQNet有限公司代表不向第三方负任何责任。

**5.2.** IQNet Ltd and IQNet Ltd Representative are not responsible for cases where other parties do not acknowledge, or only partly acknowledge the SA8000 certificate issued by IQNet Ltd.

5.2.对于其他方对IQNet有限公司授予的SA8000证书不予承认或仅部分承认的情况，IQNet有限公司及IQNet有限公司代表不负任何责任。

**5.3.** IQNet Ltd and IQNet Ltd Representative are not liable for the work and services provided by the audited Organization and its subcontractors.

5.3.IQNet有限公司及IQNet有限公司代表不对受审核组织及其分包方提供的工作和服务负任何责任。

**5.4.** IQNet Ltd and IQNet Ltd Representative cannot be held liable for loss of its SA8000 accreditation, and subsequent inability to provide or maintain accredited SA8000 certificates.

5.4.IQNet有限公司及IQNet有限公司代表对失去SA8000认可以及随之发生的无法提供或维持获认可的SA8000证书不负任何责任。

**5.5.** Indemnity for non-fulfilment of this contract by IQNet Ltd shall be limited to the costs for the respective service.

5.5.IQNet有限公司因未履行本合同而支付的赔偿金仅限于各自服务的费用。

***Art. 6 DISPUTES AND GOVERNING LAW***

***条款 6*** ***争端与管辖法***

**6.1.** This contract is governed by the Swiss law.

6.1.本合同受瑞士法律管辖。

**6.2.** Notwithstanding its place of performance and execution, any controversies arising from the execution, application or interpretation of this Certification Contract shall be solved in an agreeable manner. In cases where such conciliation is not possible, the law and legal jurisdiction of Bern/Switzerland shall apply.

6.2.不论本合同在何地执行，因本合同执行、适用或解释产生的任何争端，应通过协商方式解决。如果该调解方式行不通，则瑞士伯尔尼的法律和法律管辖权适用。

***Art. 7 LANGUAGE***

***条款 7 语言***

**7.1.** The present contract is drawn up in the English language. It may be translated into any other language than English provided that, given any conflict of interpretation, the English text shall prevail. Any notice given under or in connection with the present contract must be in English.

7.1.本合同以英文写就，也可翻译为除英文外的任何其他语言，但如就翻译产生任何分歧，以英文文本为准。本合同项下或与本合同有关的任何通知必须以英文写就。

***Art. 8 FINAL PROVISIONS***

***条款 8 最终条款***

**8.1.** The present contract is concluded with the applicable annexes specified below.

8.1当事三方现签订本合同，连同以下所述相关附录。

**8.2.** Any revisions of such applicable annexes shall become an addendum under the present contract and shall enter into force as follows:

* 对于该相关附录的任何修订都将成为本合同项下的附录，且与以下附录同等生效：
* IQNet Ltd SA8000 Certification Rules (IQNet Ltd **I011-SA**) – at the date of communication by IQNet Ltd.
* 《IQNet有限公司SA8000认证规则》（IQNet有限公司 **I011-SA**）——自IQNet有限公司传达之日起
* Application for Proposal (IQNet Ltd **F002-SA**) – as dated by the Organization or as received by IQNet Ltd (where the date is not provided by the Organization).
* 《申请表》（IQNet有限公司**F002-SA**）——自组织提交之日或IQNet有限公司收到之日（如组织未提供日期）起
* Proposal for SA8000 Certification (IQNet Ltd **F006-SA**) **-** as dated by the Organization at acceptance or as received by IQNet Ltd (where the date is not provided by the Organization).
* 《SA8000认证报价单》（IQNet有限公司**F006-SA**）——自组织接受之日或IQNet有限公司收到之日（如组织未提供日期）起。

**ANNEXES:**

**附录：**

IQNet Ltd SA8000 Certification Rules (IQNet Ltd **I011-SA**)

《IQNet有限公司SA8000认证规则》（IQNet有限公司 **I011-SA**）

Application for Proposal (IQNet Ltd **F002-SA**)

《申请表》（IQNet有限公司 **F002-SA**）

Proposal for SA8000 Certification (IQNet Ltd **F006-SA**)

《SA8000认证报价单》（IQNet有限公司 **F006-SA**）

**SIGNATURES:**

**签字：**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Date / Place**  **地点/日期** | **Signatures**  **签 字** | |
| Organization  组织 |  |  |  |
| IQNet Ltd Representative  IQNet有限公司代表 |  |  |  |
| IQNet Ltd  IQNet有限公司 |  |  |  |
| IQNet Ltd Client Organization Reference  (Section Reserved for IQNet Ltd)  IQNet有限公司客户组织参考号  （本部分由IQNet有限公司保留） | | Number:  编号： | Date:  日期： |

1. An authorized Representative is one which has entered into an agreement with IQNet Ltd to provide assessment services as specified in the contract “I 010-SA IQNet Ltd Representative Agreement”. [↑](#footnote-ref-0)
2. IQNet Ltd is a Corporation pursuant to section 620 at seq. of the Swiss Code of Obligations, with its registered office in Bern/Switzerland. The duration of the Corporation is unlimited.

   IQNet Ltd offers SA8000 certification services and is an accredited SAAS certification body. [↑](#footnote-ref-1)