**同登记编号Contract No：**

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产品认证合同

Product Certification Contract

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**委托方（甲方）**

**Client (Party A)**

**检查方（乙方） 北京五洲恒通认证有限公司**

**Inspecting Party (Party B) Beijing Continental Hengtong Certification Co., Ltd.**

**签订时间Date of Signing(YYYY/MM/DD：**

依据《中华人民共和国民法典》，合同双方就有机产品、良好农业规范认证项目协商一致，签订本合同。

Party A and Party B, in accordance with the Civil Code of the People's Republic of China, reached an agreement and entered into this Contract on the Organic Product and Good Agricultural Practices Certification Program.

1. 依据标准和管理体系覆盖的产品/ 服务/ 分支机构/ 场所范围Scope of Products, Services, Branches,

Sites Covered by the Standards and Management Systems

1、乙方通过检查确认甲方的产品/管理体系是否符合（选项：请在所选择项目前用“×”表示）

1. Party B shall, through certification, confirm whether Party A's products/management systems conform to the following standards (Please mark with "×" before the selected item):

□GB/T19630-2019有机产品 生产、加工、标识与管理体系要求Organic Products-Requirements for Processing,Labeling and management system

□CTS CHTC 0006-2020 CHTC欧盟等效有机标准 CHTC EU Equivalent Organic Standard

□JAS有机产品认证标准 JAS JAS Certification Standards for Organic Product

□GB/T 20014系列标准（良好农业规范GAP) GAP Series of standards

□CTS CHTC0008-2020富硒产品认证技术规范the Technical Specification for Certification of Selenium Enriched Products

□其它标准： 决定是否同意甲方取得或保持认证注册资格。 Other standards： , and decide whether to agree with Party A to obtain or maintain the certification registration qualification.

2、甲方申请覆盖的产品/活动范围:

2. Scope of products/activities applied for certification by Party A:

 种植Cultivation； 采集Collection； 养殖Breeding； 有机加工Organic Processin； 有机产品经营Organic Product Business。

3、甲方管理体系涉及的场所（检查范围） Places involved in Party A's management system (scope of inspection):

1）主机构名称Name of parent organization： 地址Address： 人数Number of employees ： 。

2）产品体系覆盖的种/养殖基地有cultivation/breeding bases are covered by the product system 个，地点分别位于listed as below：

基地名称Name of Base： 地址Address：\_\_\_ 面积Area： 亩mu，数量Number： 头。

基地名称Name of Base： 地址Address：\_\_\_ 面积Area： 亩mu，数量Number： 头。

4、产品体系覆盖的屠宰、加工、分装、经营场所不在同一市/县的有 处，地点分别位于slaughter/processing/packaging/business operation sites covered by the product system are not located in the same city/county, listed as below：

地址Address： 人数Number of employees：\_\_\_ \_\_,

地址Address： 人数Number of employees：\_\_ \_\_\_。

5、甲方申请认证覆盖的总面积The total area applied for certification by Party A is 亩mu，养殖数量with the Breeding Number of ，总人数the total number of employees of 。

6、甲方希望现场认证检查日期On-site certification inspection date expected by Party A 。

**二、认证需经过下列程序：**

**Ⅱ. Certification Procedure**

1、文件审查；现场检查；检测（适用时）； 批准认证注册，颁发认证证书；Document review; on-site inspection; testing (where applicable); approval of certification registration; and issuance of certification certificates;

2、注册后证书有效期最长一年，根据产品生产的不同季节情况酌情增加对甲方监督的频次。 The period of validity of the certificate is up to one year after registration. Party B shall increase or decrease the times of supervision on Party A by the season of product production.

**三、认证费用：（以人民币计算）Certification Expenses (in CNY)**

1、甲方应向乙方交纳Party A shall pay to Party B

1) 获取证书的基本费用Basic charges for obtaining the certificate：

 ①申请费Application fee ￥ 2000.00× 元

 ②审定与注册费Examination and registration fee ￥ 3000.00× 元

 ③初次检查费Initial examination fee ￥ 元

 甲方在领取证书前应交费用: Fees payable by Party A before receiving the certificate:

合计Total:￥ 元

2）保持证书费用： 监督检查费（每季/次

Certificate maintenance fees: Supervision & inspection fee (once per quarter) ￥ 3000.00× 元

 合计Total：￥ 元

3)再认证(不含季节性生产的监督检查费用)

Recertification fees (excluding the supervision & inspection fee for seasonal production)

①审定与注册费 Examination and registration fee ￥ 3000.00× 元

②现场检查费为初次检查费用的80% On-site inspection fee (equivalent to 80% of the initial examination fee) ￥ 元

 合计Total:￥ 元

4）证书副本费用（每张50.00元） Certificate copy fee (￥ 50.00 per copy): ￥ 元

2、申请费在认证申请时支付，现场检查费审核前支付，注册费证书发放前支付，费用由认证委托方（甲方）汇入乙方账户。 The Client (Party A) shall pay the application fee at the time of the certification application, pay the on-site inspection fee before the review, and pay the examination and registration fee before the issuance of the certificate by remitting such fees to the account of Party B.

1. 监督检查费用在检查组进行监督检查前支付，本费用不包括检测机构的检测费用。The supervision & inspection fee (excluding the testing fee charged by the testing institution) shall be paid before the supervision and inspection carried out by the inspection team.

4、检查人员的食、宿、交通费用按实际支出由甲方承担。 Party A shall bear the actual accommodation and transport expenses of the inspectors.

5、由于责任方原因造成检查人日或费用的增加，其增加部分应由责任方承担。 Any increase in inspectors, inspection days or expenses due to reasons of the responsible party shall be borne by the responsible party.

**四、 双方的责任和义务Responsibilities and Obligations of the Parties**

**1、甲方Party A:**

1）遵守相应认证领域的标准、法律法规、规则，申请国外认可标准的企业还应遵守相关国家法律法规。Party A shall abide by the standards, laws and regulations, rules of the corresponding certification domain, and relevant national laws and regulations when applying for foreign recognized standards certification.

2） 认证检查时应提供最近至少三个月体系运行的有效证据；有机体系有效运行的记录保存5年以上。 Party A shall provide evidence of the effective system operation for at least three months for certification inspection; and keep the records of the effective operation of the organic system for at least 5 years.

3） 为进行认证检查做出全部必要的安排，包括审查文件和记录、所有区域进入、访问相关设备、场所、区域、人员及客户的分包方，这些安排适用于例行和非例行、复评检查和投诉的调查，观察员的参与（适用时）。Party A shall make all necessary arrangements for certification inspection, including review of documents and records, access to all areas, and access to relevant equipment, sites, areas, personnel, and subcontractors of customers, for routine and non-routine review inspection and investigation of complaints, with the participation of observers (where applicable).

1. 坚持诚实守信的原则，认证全过程中提供真实有效的认证信息，认证前后始终按照有机产品标准、技术规范要求生产，不得违规使用有机产品禁用物质，不得提供虚假的信息（包括有效联系人信息），且获证后按规定正确使用证书和标徽，正确宣传认证结果；否则，由此造成的后果由甲方承担。 Party A shall adhere to the principle of honesty and trustworthiness, provide authentic and effective certification information throughout the certification process, carry out production in accordance with the organic product standards or technical specifications before and after the certification, conduct no illegal use of prohibited substances in organic product, carry out no provision of false information (including valid Contact Person Information), and properly use the certificate and logo by regulations and disseminate the certification results after obtaining the certificate; otherwise, the consequences arising therefrom shall be borne by Party A.
2. 在文件、宣传册或广告等传播媒介中涉及到产品认证内容时，甲方应正确宣传认证结果，获证后应按规定正确使用认证证书和认证标志和销售证书。当认证证书过期、暂停、撤销和注销时，立即停止认证证书和认证标志的使用和认证宣传。When product certification is mentioned in documents, brochures, advertisements, and other media, Party A shall properly publicize the certification results, and properly use the certification certificate, certification mark, and sales certificate as stipulated by provisions after obtaining the certificate. Party A shall stop the use of the certification certificate and certification mark and certification publicity immediately after the certification certificate expires, is suspended, revoked, or canceled.
3. 认证证书注销、撤销后，认证委托人应当向认证机构交回认证证书和未使用的认证标志，不得误用、冒用、超范围使用认证证书和认证标志（适用于中国有机产品认证）。After the cancellation or revocation of the certification certificate, the Client (Party A) shall return the certification certificate and the unused certification mark to the certification body, and shall not misuse, falsely use or use the certification certificate and the certification mark beyond the scope of the certification certificate and certification marks (applicable to China Organic Product Certification).
4. 应建立与认证机构保持信息通报的制定，及时向乙方通报以下信息：信用信息发生重大变更（黑名单、行政处罚）；法律地位、经营状况、组织状态或所有权变更的信息；组织和管理层变更的信息、联系地址和场所变更的信息；有机产品管理体系、生产、加工、经营状况、过程或生产加工场所变更的信息；认证产品的生产、加工、经营场所周围发生重大动、植物疫情、环境污染的信息；生产、加工、经营及销售中发生产品质量安全重要信息，如相关部门抽查发现存在严重质量安全问题或消费者重大投诉等；获证组织因违反国家农产品、食品安全管理相关法律法规而受到处罚；采购的原料或产品存在不符合认证依据要求的情况；不合格品撤回及处理的信息；销售证的使用情况；其他影响有机产品声誉和不良影响，等情况。 Party A shall establish a system to maintain information notification with the certification body, and inform Party B of the following information in a timely manner: Major changes in credit information (blacklist, administrative penalties); Changes of legal status, operational status, organizational status, or ownership; Changes of organization and management, Correspondence Address and location; Changes of the management system, production, processing, operational status, processes or production and processing sites of organic product; Information on the occurrence of major animal, plant epidemic or environmental pollution around the production, processing, business sites of the certificated product; Important information on product quality and safety during production, processing, operation, or sales, such as serious quality and safety problems found in spot check by relevant departments or major complaints from consumers; Punishment of the authorized organization for violating relevant laws and regulations of related to agricultural products and food safety management; The case that the raw materials or products purchased do not meet the requirements of the certification basis; Information on the withdrawal and disposal of nonconforming products; The use of sales certificates; Other circumstances affecting the reputation of the organic product, etc.

8）自觉接受政府有关部门、认证机构、消费者和媒体的监督和有关检查活动，当消费者或媒体投诉时，甲方应在第一时间停止销售活动，进行自查自纠，并及时报告乙方和市场监管部门。Party A shall be subject to the supervision and relevant inspection of relevant government departments, certification bodies, consumers, and the media. In case of complaints from consumers or media, Party A shall immediately cease the sales, conduct self-examination and correction, and report to Party B and the market supervision department in a timely manner.

9) 在使用产品认证证书和认证标志时，不得损害乙方的声誉，不得将乙方的保密信息（法律有要求时除外）以任何形式泄露给第三方。 When using the product certification certificate and certification mark, Party A shall not damage the reputation of Party B, nor disclose Party B's Confidential Information to any third party in any form (except as required by law).

10）甲方在认证证书有效期内，有下述情形之一，应当向乙方申请认证证书的变更：有机产品生产、加工单位名称或者法人性质发生变更的；产品种类和数量减少的；有机产品转换期满的；其他需要变更的情形。During the period of validity of the certification certificate, Party A shall apply to Party B for change of the certification certificate under any of the following circumstances: The name or the nature of the legal person of the production or processing unit of the organic product changed; The type and quantity of the products decreased; The conversion period of organic product has expired; Or other circumstances requiring change of the certification certificate.

11）自觉接受乙方安排的不通知检查，和CNAS或其他认可机构的确认审核。Party A shall conscientiously accept the unannounced inspection arranged by Party B and the confirmation and audit of CNAS or other accreditation institutions.

12）对乙方关于认证不予受理、不予通过认证或证书暂停、注销和撤消的处理决定以及不规范的认证行为有权向国家认可委、国家认监委提出申诉和投诉的权利。Party A shall have the right to appeal and complain to CNAS and CNCA against Party B’s decisions of not accepting the certification, or not approving the certification, or suspending, canceling, or revocation of the certificate, or Party B’s non-standard certification acts.

13）对国际有机产品认证还包括如下内容： The international organic product certification also includes the following:

——客户有关认证的声明与认证范围一致，The client's statement regarding certification is consistent with the scope of certification,

——如果甲方将认证文件的副本提供给其他人，文件应被完整地复制或者按照认证方案的规定复制。Where Party A intends to provide a copy of the certification document to someone else, the document shall be copied in its entirety or in accordance with the provisions of the certification plan.

——如果认证适用于持续生产，则获证产品应持续满足产品要求。 If the certification applies to continuous production, the certified product shall always meet the product requirements.

——甲方撤销认证时，应立即通知乙方，并且认证文件撤销后应至少保留5年。 Party A shall immediately notify Party B of the revocation of the certification, and shall keep the certification documents for at least 5 years after the revocation.

——应遵守《JAS有机产品认证补充合同》中的相关要求（适用于JAS有机认证）。Party A shall comply with the relevant requirements in the Supplementary Contract to JAS Organic Product Certification (applicable to JAS Organic Certification).

14）甲方认为乙方的行为严重侵害了自身合法权益，可直接向各级认证监管部门申诉。Party A may appeal directly to certification regulatory authorities at all levels against Party B's behaviors which seriously infringe upon Party A’s own legitimate rights and interests.

**2、乙方Party B:**

1. 严格遵守国家有关认证的法律、法规和规定实施认证活动，客观公正地作出认证决定，颁发认证证书，

认证要求发生更改时，应及时通知甲方。 Party B shall carry out certification activities in strict accordance with the laws, regulations and provisions of the state concerning certification, make certification decisions and issue certification certificates objectively and impartially, and promptly notify Party A of any change in certification requirements;

1. 如甲方的管理体系、基地环境、产品产量、质量和消费者信心不能得到充分的信任，乙方有权增加监督检查频次或进行不预先通知的非例行检查活动，当发现甲方诚信缺失、超期、超范围、违规以及误用、冒用认证证书和认证标志或不按时交纳认证费用时时，乙方有权暂停、撤销认证证书和认证标志的使用资格，并收回认证证书。 If the management system, base environment, product output and quality, and consumer confidence of Party A cannot be fully trusted, Party B shall have the right to increase the times of supervision and inspection or carry out non-routine unannounced inspections. Party B shall have the right to suspend or revoke Party A’s qualification for the use of the certification certificate and the certification mark, and take back the certification certificate when Party B found that Party A is lack of good faith, or Party A used the certification certificate and the certification mark beyond the period of validity or the scope, or Party A illegally used, misused, or falsely used the certification certificate and the certification mark, or Party A failed in paying the certification fee on time.
2. 按规定要求对甲方所申请事项进行检查，派遣适宜的检查人员，征得甲方同意，并将有关信息上报国

家认监委（适用于GAP、中国有机产品认证）。 Party B shall inspect the matters applied for certification by Party A as required, dispatch appropriate inspectors, and report the relevant information to the Certification and Accreditation Administration of the P.R.C (CNCA) with Party A's consent (applicable to GAP or China Organic Product Certification).

1. 认证证书和认证标志是乙方的知识产权，对甲方终止认证合同后继续使用乙方发放的认证证书和认证标志的，乙方有权通过法律手段要求赔偿认证合同金额的5倍。The certification certificate and certification mark are the intellectual property of Party B. Party B shall have the right to claim a compensation of 5 times the amount of this Certification Contract by legal means if Party A continues to use the certification certificate and certification mark issued by Party B after the termination of this Certification Contract.
2. 乙方负责在国家认监委网站上发布乙方认证获准、暂停、注销和撤消状态的有关信息（适用于GAP、中国有机产品认证）。 Party B shall be responsible for publishing information on the approval, suspension, cancellation, and revocation of Party B's certification on the website of CNCA (applicable to GAP or China Organic Product Certification).
3. 应在不符合项关闭后的28日内做出认证决定（适用于GAP认证）。Party B shall make the certification decision (applicable to GAP certification) within 28 days of the closure of the non-conformance.
4. 保密原则：乙方不得将甲方经营、生产、技术、管理等信息以任何方式泄露给第三方，但下列情况除外：

a.此合同签署前乙方得到的信息；b.甲方已公开的信息； c.应法律要求时。Confidentiality: Party B shall not disclose Party A's operation, production, technologies, management, and other information to any third party in any way, except under the following circumstances: a. Information obtained by Party B prior to the execution of this Contract; b. Information made public by Party A; c. When required by law.

1. 当甲方不接受CNAS现场验证时，乙方有权对甲方认证证书予以处理。Party B shall have the right to dispose of Party A's certification certificate if Party A does not accept the on-site verification conducted by CNAS.

**五、风险Risks：**

1) 甲方如达不到或不能保持认证的规定要求和条件，承担不能取得认证证书的风险。 Party A shall assume the risk of failing to obtain the certification certificate if it fails to meet or maintain the requirements and conditions for certification.

2) 甲方在认证周期内提供虚假信息、认证后违规使用禁用物质、违规使用认证证书和认证标志，可能导致被撤消证书和停止使用认证标志的风险。 Any false information provided by Party A during the certification, or Party A’s illegal use of prohibited substances or illegal use of certification certificate and certification mark after certification may lead to the risk of the certificate being revoked and the use of certification marks being stopped.

3) 甲方要承担因获证后管理体系失效、违规使用禁用物质，发生责任事故而引起顾客投诉，媒体报道，承担连带责任，被暂停、撤消认证资格的风险。 Party A shall assume the risk of customer complaints or media reports of any accident of liability caused by the failure of management system or the illegal use of prohibited substances after obtaining the certificate.

4）甲方需要提供真实有效的联系人信息，在日常的监督检查活动中，如果乙方无法联系甲方，将导致暂停、撤销甲方认证证书和认证标志使用资格的风险。 Party A shall provide true and valid Contact Person Information. If Party B is unable to contact Party A during daily supervision and inspection, it may cause the suspension or revocation of Party A’s qualification for the use of the certification certificate and the certification mark.

**六、合同的生效 Validity of the Contract**

1、本合同一式两份，甲乙双方各执一份，甲乙双方签字盖章之日起生效。 This Contract is made in two copies, with each party holding one copy. This Contract shall come into force upon being signed and sealed by both parties.

2、合同自生效之日起，有机产品认证有效期为 5 年，良好农业规范认证（GAP）有效期为 4 年。 The period of validity of organic product certification is 5 years from the effective date of this Contract, and the period of validity of GAP certification is 4 years from the effective date of this Contract.

**七、争议处理: Resolution of Disputes**

本合同所有条款均应满足中华人民共和国的法律、法规要求，因本合同所发生的争议，甲乙双方协商解决。如不能达成协议可以：All terms hereof shall conform to laws and regulations of the People's Republic of China. Any dispute arising from this Contract shall be settled by the Parties through negotiation. If the negotiation fails:

1、因本合同所发生的重大争议，申请北京市仲裁机构仲裁。 Any major dispute arising from this Contract shall be submitted to Beijing arbitration institution for arbitration; or

2、按司法程序解决。 The dispute shall be settled in accordance with judicial process.

**八、违约责任 Liability for Breach of Contract**

甲乙双方必须认真执行合同，如签订合同后一方不能履行合同时，双方协商解决，若终止合同所产生的经济损失由责任方承担。Party A and Party B shall conscientiously perform this Contract conscientiously. Either party’s failure to perform this Contract after its signing shall be settled by the Parties through negotiation. If this Contract is terminated, the economic loss caused thereby shall be borne by the responsible party.

委托方（甲方）Client (Party A)：

通讯地址Correspondence Address： 邮编Postal Code：

注册地址Registered Address ： 邮编ostal Code：

联 系 人Contact Person： 联系电话Contact No： 手机Tel.:

企业邮箱Company Email:： 公司网址Company Website：

税务类型Taxpayer Type:：□一般纳税人General taxpayer □ 小规模纳税人 Small-scale taxpayer

检查方（乙方）Inspecting Party (Party B)： **北京五洲恒通认证有限公司** : **Beijing Continental**

**Hengtong Certification Co., Ltd.**

通讯地址： 北京市丰台区角门18号名流未来大厦3层303 网址 WWW.bjchtc.COM

Correspondence Address: Room 303, Floor 3, Celebrity Future Mansion, No. 18, Jiaomen Road, Fengtai District, Beijing, China Website: WWW.bjchtc.COM 邮编 Postal Code: 100068

联 系 人Contact Person： 联系电话Tel： 010-63180263 传 真Fax： 010-63012535

开户银行Bank：中国工商银行北京公益桥支行 ICBC Beijing Gongyiqiao Sub-branch

帐号Account No： 0200097809000033048

甲方法定代表人或委托人Legal Representative or Entrusted Agent of Party A：

单位公章/合同章Official Seal:：

日期Date MM/DD/YY ：

乙方法定代表人或委托人Legal Representative or Entrusted Agent of Party B：

单位公章/合同章Official Seal:：

日期Date: MM/DD/YY：