

A. Rights and Duties of the Operators / 操作方的权利和义务

A.1. Operators shall commit to comply with the relevant indicators in the SFA standard(s), the Labelling and Licensing Guide where claims of 'SFA Certified' are made and other provisions of the SFA standard(s) as provided by the SFA. / 操作方应承诺遵守SFA标准中的相关指标、在作出“SFA认证”声明时遵守标签和许可指南以及SFA提供的其他标准条款。

A.2. The operator shall be the non-exclusive license with regard to the ETKO Mark solely and exclusively for all the identification of products certified according to the APPLICABLE Standards. / 有关ETKO专有商标，操作方应是非专有许可，仅可用于识别所有根据适用标准认证的产品。

A.3. The Operator shall make no representation to any person, persons or group regarding the ETKO China Management / 操作方不能声称可以代表ETKO China管理层的任何个人或团体。

A.4. The rights and obligations of this agreement are not assignable by the OPERATOR, whether in conjunction with the sale or transfer of the whole or any part of the OPERATOR's business. The OPERATOR shall not delegate or assign the right to use the Mark to any other individual, firm, group or institution. / 该协议的权利和义务不能由操作方转让，无论操作方是否出售或转让其经营的全部或任何部分业务，操作方均不得转让本协议的权利和义务。操作方不得将商标使用权授予或转让给任何其他个人、公司、团体或机构。

A.5. The OPERATOR shall maintain in good order all records related to certified products / production / processing, including stock and financial records which enable ETKO China to verify conformity of certified products. All record of the OPERATOR shall be made freely available to ETKO China for audit on an annual basis. / 操作方应该维护与认证产品/以及其生产/加工有关的包括库存和财务记录在内的所有记录保持良好状态，以便ETKO China能够验证认证产品的符合性。操作方的所有记录应每年提供给ETKO China进行审核。

A.6. The operator shall document procedures/instructions describing the methods needed to ensure and control the certified material integrity in production and processing where the absence of such documents could have adverse effects on certified quality. /操作方应编制程序/指引以描述在生产和加工过程中确保和控制认证材料完整性所需的方法。如果没有这些文件，可能会对认证结果产生不利影响。

A.7. Operator shall establish and update appropriate procedures based on a systematic identification of critical processing steps and shall comply with and implement the procedures In particular, operator / 操作方应基于对关键处理步骤的系统识别，建立和更新适当的程序，遵守并切实执行该程序。特别是，操作方应：

- Take precautionary measures to avoid the risk of contamination by unauthorized substances or products; / 采取预防措施，避免被未经授权（或不纳入认证范围）的物质或产品污染被认证的产品的风险；
- Implement suitable cleaning measures, monitor their effectiveness and record these operations; / 采取适当的清洁措施，监测其有效性并记录这些操作；
- Guarantee that non--- certified products are not placed on the market with an indication referring to the certified material production method / 确保未经认证的产品不会声称使用的是认证材料的生产方法并在市场上出售。

A.8. The Operator shall supply to the ETKO China as completely as possible all information requested pertaining to processing operations of the Operator. Such information may include but not be limited to the following: processing operations, packaging and labelling operations, storage and handling facilities, inputs, Mass-balance and marketing activities, records etc. / 操作方应尽可能完整地向ETKO China提供所有要求的与操作方的处理运作有关的信息。此类信息可能包括但不限于以下内容:加工操作、包装和标签操作、存储和处理设施、投入物、总量平衡和销售活动和记录等。

B 2.9. The operator shall act in accordance with the APPLICABLE Standards and shall not derogate such standards. / 操作方应按照适用的标准行事，不得降级执行这些标准。

A.10. OPERATOR shall promptly remit fees and charges as established by ETKO China schedule of fees and charges. Violation of this rule may result in suspension or cancellation of the certification. / 操作方应及时支付ETKO China收费表中规定的费用。违反此规则可能会导致证书暂停或取消。

A.11. Failure to comply with the APPLICABLE standards shall be just cause for revocation of rights of the Operator as conferred by this agreement. Operator will not have any right / 不遵守适用标准应成为本协议授予操作方的权利被撤销的正当理由。操作方将没有任何权利去要求继续行使相应的权利。

A.12. Operator should open whole documents related to the certification to ETKO China auditors during announced or unannounced surveillance audits, initial audits, or follow-up audits when it is needed. / 在通知或不通知的监督审核、初始审核或跟进审核期间，操作方的人员应向ETKO China审核员提供与认证有关的全部文件。

A.13. Operator should fulfil described nonconformances within a decided time period. If needed ETKO China organizes follow-up audits to approve correction actions. / 操作方应在规定的时间内完成所描述的不符合项的改善。如有需要，ETKO China会组织跟进审核以批准纠正措施。

A.14. OPERATOR accepts that ETKO China may at any time use subcontracted services and obtain their consent. ETKO China informs the OPERATOR in advance of outsourcing activities, in order to provide the OPERATOR with an opportunity to object. / 操作方接受ETKO China可以在任何时候使用分包服务并获得他们的同意。ETKO China会在外包活动之前通知操作方，以便为操作方提供提出反对的机会。

A.15. Operator accepts, in the event of infringement or irregularities, the enforcement of the measures of the certified material production rules. Upon suspension, withdrawal, or termination of certification, the operator discontinues its use of all advertising

material that contains any reference to it or claims regarding the standard and standard owner organization and takes action as required by the certification procedure. The operator must return all original certification documentation or the destruction of electronically issued certification documents to ETKO China. 如果出现侵权或违规行为，操作方接受对认证材料生产规则的强制措施。认证证书暂停、撤消或终止时，操作方终止使用所有包含认证证书信息、任何有关标准和标准所有方的引用或声明的广告材料。操作方必须将所有认证文件的原件或已销毁的电子认证文件退还给ETKO China。

A.16. The operator is required to ensure the compliance to the requirements of the relevant regulations and is responsible to ensure that the certified material production / processes is in accordance with the requirements of SFA certified material production regulations within his and his subcontracted operations. OPERATOR must avoid from any non-compliance and make sure all related parties such as subcontracted producers, processors and other persons to follow and comply the requirements of certified material regulation(s) and standard(s). In the case where activities related to certified material certification are done by sub-contractors there are agreements in place. OPERATOR must ensure subcontracted producer and processors compliance to the valid production standards / regulations with an agreement signed among them. In some cases, some steps in the production chain may have been audited by other certification bodies. Nevertheless, ETKO China will also inspect these production units by applying its own procedures and certified material regulations. OPERATOR is responsible to submit the procedures and policies to its subcontracted facility that he has obtained from ETKO China. / 要求操作方确保遵守相关规定的要求，并负责确认证材料在其自有场所及其分包商的生产/加工过程符合SFA认证材料生产规范的要求。操作方必须避免任何违规行为，并确保所有相关方，例如分包的生产商、加工商和其他人员，都应遵守并执行与认证的材料相关的法规和标准的要求。如果由分包商进行与认证材料认证有关的活动，则还需与其签署并保存协议。操作方必须确保分包的生产者和加工者遵守有效的生产标准/规定，并在他们之间签署协议。在某些情况下，生产链中的某些步骤可能已经由其他认证机构进行了审核。尽管如此，ETKO China还将按照自己的程序和认证材料法规对这些生产单位进行检查。操作方负责将从ETKO China获得的分包设施要求所执行的程序和政策提供给他们。

A.17. The operator provides data to and participates in the ETKO China and/or SFA relevant surveys if called upon to do so. / 如果需要的话，操作方向ETKO China和(或)SFA相关调研提供数据并参与相关的调研。

A.18. The OPERATOR comply at least, with the following / 操作方至少要遵守以下规定:

- a) The OPERATOR always fulfils the certification requirements, including implementing appropriate changes when they are communicated by the ETKO China; / 操作方始终满足认证要求，包括在ETKO中国通知时实施适当的变更;
- b) If the certification applies to ongoing production, the certified product continues to fulfil the product requirements; / 如果认证适用于持续生产，则认证产品需持续满足产品要求;
- c) Allow ETKO China, the SFA and the Observer access to all sites covered by the scope certificate, including to sites where no 'SFA certified' products are processed, stored or administered, if applicable, and to all relevant documentation and records, including financial records. / 允许ETKO China、SFA和授权观察员访问范围证书所涵盖的所有场所，包括没有处理、储存或管理“SFA认证”产品的场所（如适用），并访问所有相关文件和记录，包括财务记录。

OPERATOR shall 操作方应:

- Provide sufficient information to auditors, proving that production processes comply with the relevant requirements. / 向审核人员提供足够的信息，证明生产过程符合相关的要求。
- Ensure the access to the facilities, records; personnel enabling the auditors satisfactorily verify that certified material production systems and processes are maintained. / 确保得以全面检查设施和记录；以使审核员满意并确认可以令人满意地验证已认证的材料的生产系统和过程是否得到维护。
- Maintain the records of certified material production at least for 6 years. / 至少将认证材料生产记录保存6年。
- Make all necessary arrangements for: 1) the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and OPERATOR's subcontractors; 2) investigation of complaints; 3) the participation of observers, if applicable; / 为以下各项做出所有必要的安排: 1) 进行评估和监督（如果需要），包括规定检查文件和记录，和用相关设备，位置，区域，人员，以及操作方的分包商； 2) 投诉调查； 3) 观察员的参与（如适用）；

d) The OPERATOR only makes claims regarding certification consistent with the scope of certification; and following the issuance of scope certificate. / 只有在操作方获得颁发范围证书之后，操作方才仅可以作已获得的认证的声明，但要确保其与认证范围一致。

e) The OPERATOR does not use its product certification in such a manner as to bring the ETKO China into disrepute and does not make any statement regarding its product certification that ETKO China may consider misleading or unauthorized; / 操作方不得使用使ETKO China声名狼藉的方式使用其产品认证标志，不得就产品认证作出任何ETKO China可能认为具有误导性或未经授权的声明；

f) If the OPERATOR provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme; / 如果操作方向其他人提供了认证文件的副本，则该文件应全部复制或按照认证方案的规定复制；

g) in making reference to its product certification in communication media such as documents, brochures or advertising, the OPERATOR complies with the requirements of the ETKO China or as specified by the certification scheme; / 在通过通讯介质（例如文件，小册子或广告）提及其产品认证时，操作方应符合ETKO China的要求或认证计划的规定；

- h) The OPERATOR complies with any requirements prescribed in the certification scheme related to certification claims and the use of marks of conformity. The operator shall not make "SFA Certified" claims without prior written approval for that specific from ETKO China. / 操作方遵守认证方案中规定的与认证声明和符合性标志使用相关的任何要求。操作方在未经ETKO China事先书面批准的情况下，不得对特定产品进行“SFA认证”声明。
- i) The OPERATOR informs ETKO China, without delay, of any information or changes that may affect its ability to conform with the requirements of the standard(s) against which the operator is certified, including but not limited to changes in the following: / 操作方应立即通知ETKO China任何可能影响其符合认证标准要求能力的信息或变更，包括但不限于以下变更：
- i. The legal, commercial, organizational status or ownership, / 法律，商业，组织地位或所有权，
 - ii. Organization and management (e.g. key managerial, decision-making or technical staff), / 组织和管理（例如主要的管理人员，决策人员或技术人员），
 - iii. Contact address / 联系地址
 - iv. Scope of operation / 经营范围
 - v. Major changes to the quality management system and processes and / 质量管理体系和流程的重大变更以及
 - vi. the environmental and social impact of the certified organization caused by incidents or events (if applicable to the audit scope). 发生的意外或事件对认证组织的环境和社会的影响（如果适用于审核范围）。
- j) acknowledge Standard Owner's right to change the Standard and certification requirements and that certification is conditional on conforming to a new or revised version of the applicable Standard and new or revised certification requirements within the timeframes established by Standard Owner Organization. / 承认标准所有方有权更改标准和认证要求，并且认证的条件是在标准所有方组织确定的期限内，符合适用标准的新版本或修订版本以及新的或修订的认证要求。
- m) consent to SFA and the accreditation body having the right to observe audits conducted by the auditors. / 同意SFA和认可机构有权观察审核员正在操作方进行的审核。
- k) accept that ETKO China may conduct semi-announced audits, unannounced audits and/or confirmation visits, for the purpose of monitoring the organization's conformity. / 接受ETKO China可以进行半通知审核、不通知审核和/或确认的访问，以便其监视组织的符合性。
- m) accept that the accreditation body and Standard Owner Organization also has the right to conduct audits of the client, including semi-announced audits, unannounced audits, and confirmation visits, for the purpose of monitoring ETKO China's conformity with SFA and accreditation requirements. And also consent to SFA and the accreditation body having the right to conduct review audits/desk review of data. All of these techniques may be employed for routine assessment, unannounced assessment, and surveillance as well as for investigations in response to concerns, leads, and complaints. Consent to SFA and the accreditation body having the right for the data reviewing or on-site or remote the visiting Operator's premises for the investigation of leads and complaints. These activities may also be performed with either short notice or without any notice being given to the Operator. All activities are conducted during their working hours by SFA or accreditation body assigned personnel and contracted personnel who will carry with them clear identification as well as documentation in support of their task. They may be accompanied by personnel from scheme owners, regulators or accreditation body who will also carry clear identification. consent to SFA and the accreditation body having the right to full access to premises, personnel and information, including documents and any records related to its certified production or certified trade. / 接受认可机构和标准所有方也有权对操作方进行目的是监控ETKO China是否符合SFA及认可要求的审核，包括半通知审核、不通知审核和确认访问。并同意SFA和认可机构有权对数据进行审核/案面审核。所有这些技术都可以用于常规评估、未通知的评估和监视，以及针对关注、线索和投诉的调查。同意SFA和认可机构有权对数据进行审查、或在现场或远程访问操作方的场所调查线索和投诉。这些活动也可以在短期通知或不向操作方发出任何通知的情况下进行。所有活动都由SFA或认可机构的评估人员和签约人员在工作时间内进行，他们将携带明确的身份证明以及支持其任务的文件。他们可能由认证标准拥有方、监管部门或认可机构的人员陪同，这些人员也将携带明确的身份证明。同意SFA和认可机构有权全面访问其被认证的生产或贸易的场所、人员和信息，包括文件和任何记录。
- l) accept that the accreditation body and SFA may become engaged in the case that a complaint or appeal escalates beyond the ETKO China's authority, and agrees to cooperate with investigations. / 接受认证机构以及SFA可能会在超出ETKO China的权限范围内进行投诉或申诉升级，并同意与调查方合作。
- m) The OPERATOR are required communicate the statements given in this contract with all Facilities and Subcontractors that are covered by their Scope Certificates. / 要求操作方将其合同中给出的声明，在范围证书中涵盖的所有设施和分包商可进行与之沟通。
- n) Operator acknowledges and agrees that 操作方承认及同意
- (i) ETKO China is allowed to exchange information with other approved CABs, National Accreditation Bodies and the SFA as related to the SFA programme; 允许ETKO China与其他经SFA批准的认证机构、国家认可机构和SFA交流与SFA项目相关的信息；
 - (ii) information provided to ETKO China regarding the Operator, including an information regarding its facilities and/or its subcontractors, may be shared with SFA, 提供给ETKO China的关于操作方的信息，包括有关其自身设施和/或其分包商的信息，可以与SFA分享及共用，
 - (iii) SFA may use Operator information provided by ETKO China for purposes related to Impact Assessment, aggregated volume information etc. without compromising individual data privacy or commercially confidential norms, and

SFA可将ETKO China提供的操作者的信息用于有关影响评估、汇总量信息等相关目的，而不会损害个人数据隐私或商业机密规范，并且

- o) The operator keeps records of all complaints received related to compliance with SFA standards and make these records available to the ETKO China and/or the SFA on request, to take appropriate action about such complaints and any related deviations to the certification requirements found and to document the actions taken; / 操作方应保留所有收到的与SFA标准符合性相关的投诉记录，并在ETKO China和/或SFA要求时提供这些记录，对这些投诉和发现的任何与认证要求相关的偏差采取适当行动，并记录所采取的行动；
- (i) takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification, / 针对此类投诉以及影响产品符合认证要求的产品中的任何缺陷采取适当的措施，
 - (ii) documents the actions taken / 记录所采取的行动
 - (iii) agree to receive email communication from SFA and communicate directly with SFA in regard to certification and Standards. / 同意从SFA接收电子邮件以作为通信手段，并就认证和标准直接与SFA沟通。

A.19. Products produced according to the Standard(s) mentioned above will bare indications that does not mislead the purchaser of the product regarding its difference from products which satisfy all the requirements of the Standard(s). If such a misleading is being determined by ETKO China or a third party, ETKO China will write a nonconformity and requests to take all actions necessary for closing the nonconformity by written notification to the operator. Operator is responsible to take corrective action against the nonconformity. 根据上述标准生产的产品将带有明显的标识，以便与不是按上述标准生产的产品有所区别，不会误导产品购买者。如果ETKO或第三方确定了这种误导，ETKO China将撰写不符合项，并要求采取一切必要行动，以书面通知操作方结束不符合项。操作者有责任对不符合项采取纠正措施。

A.20. The OPERATOR maybe have certified by another accredited certification body. This certification status may be accepted by ETKO China on condition that *the prior certification is evaluated by ETKO China as per relevant procedures. In case prior certification is accepted by ETKO China*, the term of this agreement and all rights granted will be valid automatically. Operator may only use ETKO mark and/or logo upon successful application to and evaluation of ETKO China. 操作方可能已经通过另一个认可的认证机构认证。ETKO China可能接受此认证状态，条件是ETKO China按照相关程序对之前的认证进行评估。在ETKO China接受先前认证的情况下，本协议的条款和授予的所有权利将自动生效。操作方只有在成功申请并通过ETKO China的评估后，方可使用ETKO标志和/或徽标。

A.21. The OPERATOR has to inform ETKO China whether its application / certification was denied / refused / sanctioned by another Certification Body. / 操作方必须通知ETKO China，其申请/认证是否被另一认证机构拒收/拒绝/制裁。

A.22. Operator shall be informed of the information provided when required by the law and all other times that information not be disclosed without consent of the operator. Information about the OPERATOR obtained from sources other than the OPERATOR (e.g. complainant, regulators) treated as confidential. 操作方将获得以下告知：在法律要求的情况下以及在所有其他情况下，所有提供给ETKO China的信息，除非获得操作方自己的同意，否则不得披露该信息。从操作方以外的其他来源（例如投诉人，监管者）获得的有关操作方的信息被视为机密，并被保密处理。

A.23. For the certification procedure operator is not obliged to be a member of any association or foundation. It is its own choice of operator to have such a membership. / 对于认证程序，操作方没有义务成为任何协会或基金会的成员。拥有这样的成员资格是操作方自己的选择。

A.24. The operator informs ETKO China about any other certifications and Certification Body relationships that share the same scope as the SFA standard(s). By this way misleading use of certificates is to be avoided. / 操作方将与SFA标准具有相同范围的任何其他认证和认证机构关系告知ETKO China。通过这种方式，可以避免对证书的误导性使用。

A.25. The operator does not and will not hold certification for any SFA standard with more than one CAB at a time. / 操作方没有并且将来也不会同时在多个认证机构持有任意SFA标准的认证。

B- Surveillance Audits and Follow-up Audits: / 监督和跟进审核:

After the initial audit ETKO China conducts surveillance audits according to the content of the project anytime is needed. The frequency of the audit visits depends on the products, production, and processing practices. The frequency of the surveillance audits may be informed to certified operations after the initial audit. Unannounced audits and follow-up audits are required according to the certified material Production Regulations, therefore OPERATOR accepts and makes use of all necessary documents and shows all production and processing facilities during the unannounced audits and follow-up audits. The OPERATOR is responsible to pay the extra costs due to surveillance/unannounced/follow-up audits. / 首次审核后，ETKO China可根据项目内容随时进行监督审核。审核访问的频率取决于产品、生产和加工实践。监督审核的频率可在初次审核后通知已认证的操作方。根据经认证材料的生产条例，需要进行不通知审核和跟进审核，因此操作方接受并使用所有必要的文件，并在未通知审核和跟进审核期间展示所有生产和加工设施。操作方有责任支付因监督审核/不通知审核/跟进审核而产生的额外费用。。