



Certification Contract 认证合同
SFA Chain of Custody Standard 可持续纤维联盟监管链标准

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Name of applicant 认证申请组织名称:	
Address / 地址	
City-Country / 城市 – 国家	
Authorized person / 负责人	
Tax Number (for invoice) / 税务登记号	
Tel / fax / e-mail / 电话 / 传真 / 电邮	
Certification Standard(s) 认证标准	<input type="checkbox"/> SFA Chain of Custody Standard – Version 1.1
Certification Body 认证机构	ETKO Certification and Inspection (Shenzhen) Co., Ltd 艾拓克认证检测（深圳）有限公司 Room 1416, Block A, Weidonglong Business Building, No. 4549, Longhua Avenue, Qinghua Community, Longhua Street, Longhua District, Shenzhen City, Guangdong province, China 中国广东省深圳市龙华区龙华街道清华社区龙华大道4549号卫东龙商务大厦A栋1416

This contract is entered into between ETKO Certification and Inspection (Shenzhen) Co., Ltd. (hereinafter referred to as “ETKO China”) as the certification body, and the Organization applying for certification by ETKO China. / 此合同由艾拓克认证检测（深圳）有限公司(以下简称“艾拓克”)作为认证机构与申请由艾拓克进行认证的组织签署。

In this contract, “Certified Material” represent “SFA Certified Cashmere” / 在本合同中，“被认证材料”代表“经SFA认证的羊绒”。

A - This contract is applicable for entities involved with trading, processing, manufacturing, packing/repacking, storage and transportation, of SFA certified products. Note that ‘SFA Certified’ products that have at any time been in the physical possession of an entity that is not certified against the SFA Chain of Custody Standard (or its predecessors) is no longer considered ‘SFA Certified’. 本合同适用于参与SFA认证产品交易、加工、制造、包装/再包装、储存和运输的实体。请注意，任何曾由未获得 SFA 监管链标准（或其前身标准）认证的实体持有过的“SFA 认证”产品，将不再被视为“SFA 认证”产品。

ETKO China inspects the sites involved with trading, processing, manufacturing, packing/repacking, storage and transportation, of SFA certified products, according to latest SFA Chain of Custody Standard.

艾拓克根据最新的 SFA 监管链标准（SFA Chain of Custody Standard），对涉及 SFA 认证产品的贸易、加工、制造、包装/再包装、储存及运输的场所进行检查。

ETKO China and applicant Organization sign this agreement. Validity of the agreement due to the standard(s) / regulation(s) which the applicant operation is involved.

艾拓克和申请认证组织签署此协议。本协议的有效性取决于申请方的运营所涉及的标准/规则。

(1) Validity: This contract is valid until cancelled and prolonged automatically one more year if not cancelled at least 6 weeks before the annum.

有效期：本合同的有效期为直至合同被人为取消为止，并且如果在合同周年届满前至少六周末取消，则自动延长一年

(2) SFA Chain of Custody related standards, SFA Visual Brand Guidelines, use of certification reference or conformity mark in documents, brochures or marketing, and Rights and responsibilities of ETKO China and the Organization, including the commitment to comply with other provisions of SFA certification program, is indicated in article B.

SFA监管链相关标准、SFA标志使用和声明指南、在文件、手册或市场营销中使用认证引用或认证标志、以及艾拓克和申请认证组织的权利和责任（包括承诺遵守 SFA 认证方案的其他规定）等相关内容，均在 下述B 条款中予以说明。

This contract must be signed and stamped by the official representative of the ORGANIZATION. / 该合同必须由申请认证组织的官方代表签字并盖章。



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- (3) ETKO China and the ORGANIZATION shall have the right to terminate this agreement with cause upon written notice. Upon termination of this agreement the ORGANIZATION agrees to discontinue the use of the Mark and return the outstanding certification documents issued.

艾拓克和申请认证组织有权因故在出具书面通知后终止本协议。本协议终止后，申请认证组织同意停止使用商标并归还已签发的未到期的认证文件。

- (4) Should any provision of this agreement be held by a court of law to be in conflict of rule of law, statute or APPLICABLE Regulation(s) and/or Standard(s), the remaining provisions will not be affected thereby.

若本协议的任何条款被法院认定为与法律、法规或适用的规定和/或标准相冲突，则其余条款不受影响，仍然有效。

- (5) ETKO China and the ORGANIZATION declare that they accept the terms and conditions of this agreement. When a disagreement appears applications will be done to Shenzhen Intermediate People's Court.

艾拓克和申请认证组织声明双方均接受本协议的条款和条件。如出现争议，且双方无法协商解决时，应向深圳市中级人民法院提出诉讼

- (6) No part of this agreement shall be constructed to assign or delegate agent or representative status to the Organization on behalf of ETKO China.

本协议的任何部分均不得解释为赋予该组织代表艾拓克行事的代理或代表身份，亦不得视为将该等身份转让或委托给该组织。

B- Certification Agreement – Rights and Duties of the ETKO China and Organizations

认证协议 – 艾拓克与申请认证组织的权利与义务

B-1. Rights and Duties of the ETKO China / 艾拓克的权利和义务

B-1.1. ETKO China shall not enter into any contract with, or issue certificates to, any entity that is not recognized by the SFA. ETKO China undertakes to provide its certified organizations with a good service in relation to its responsibilities. / 艾拓克不得与任何未获 SFA 承认的实体签订合同或向其颁发证书。艾拓克承诺为其获证组织提供与其职责相关的良好服务。

B-1.2. ETKO China shall supply the ORGANIZATION of the current version of SFA standard(s), corresponding relevant documents released by the SFA for the establishment of an operation adequate to meet the APPLICABLE Standard(s). / 应向该组织提供 SFA 标准的现行版本、SFA 发布的相应相关文件，以便其建立符合适用标准要求的运营体系。

B-1.3. This agreement grants ETKO China the right to exchange information with other accredited certification bodies and/or authorities (approval bodies or accreditation bodies) including SFA to verify the authenticity of the information, especially the certification status of certified products, as part of its ongoing evaluation. 该协议授予艾拓克与其他经认可的认证机构和/或SFA 在内的监管机构（批准机构或认可机构）交换信息的权利，以便核实信息的真实性，尤其是获证产品的认证状态，作为其持续评估的一部分。

B-1.4. ETKO China shall audit all transactions within 30 calendar days of the Organization submitting the details of a transaction for SFA certified products and shall audit all claims within 30 calendar days of the Organization requesting approval for a claim. Approval of the said Transaction Records and Claims will be only made when ETKO China performed required verification and the Organization paid proper fee according to ETKO China's fee structure. / 艾拓克应在组织提交 SFA 认证产品相关交易详情后的 30 个日历日内对所有交易进行审核，并应在组织申请某项认证声明批复后的 30 个日历日内对所有认证声明进行审核。只有在艾拓克完成所需审查且组织根据艾拓克的收费标准支付相应费用后，才会批准上述交易记录和认证声明。

B-1.5. Failure to comply with the APPLICABLE Regulation(s) / Standards and terms and conditions of this contract shall be just cause for revocation of rights of the ORGANIZATION as conferred by this agreement. / 如未能遵守适用法规/标准及本合同条款与条件，将构成撤销本协议授予该组织权利的正当理由。

B-1.6. All information acquired by ETKO China regarding operations of the ORGANIZATION shall not be disclosed by ETKO China to any employee or consultant or subcontractor or committee members or specialists, etc. unless they are bound by a confidentiality agreement. ETKO China shall have no obligation with respect to non-disclosure of the above information if such information is public domain, is previously known to ETKO China or its agents or has been obtained in good faith from a third party not under obligation of secrecy. / 艾拓克获取的关于认证申请组织运营的任何信息，均不得向任何员工、顾问、分包商、委员会成员、专家等披露，除非上述人员已签署保密协议。如果上述信息属于公共领域信息，或为艾拓克或其代表事先已知晓的信息，或是艾拓克出于善意从无保密义务的第三方处获取的信息，则艾拓克对该等信息不负有保密义务。



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B-1.7. ETKO China shall not be liable for any act of omission or commission or violation of APPLICABLE Regulation(s) / Standards, rules, or by laws of ETKO China by the ORGANIZATION, their related parties, successors and assignees and the ORGANIZATION shall hold harmless ETKO China in all matters relating to this agreement. / 艾拓克对申请认证组织、其关联方、继任者及受让方任何作为或不作为、或违反适用法规/标准、规则及艾拓克内部规章之行为，概不承担责任。就该协议所涉一切事项，该组织应使艾拓克免受损害。

B-1.8. ETKO China will supply to the ORGANIZATION conformed examples of the mark suitable for use in all printed matter and advertisements with respect to the certified products. The ORGANIZATION agrees that all uses of the Mark, with the exception of those labels provided by ETKO China, will be submitted for written approval and must receive written approval prior to the use of the Mark. / 艾拓克将向申请认证组织提供符合规范的认证标志样本，该等样本适用于与获证产品相关的所有印刷品及广告。申请认证组织同意，除艾拓克提供的标签外，所有对认证标志的使用均须提交书面申请，并须在获得艾拓克的书面批准后方可使用。

B-1.9. The ORGANIZATION may have been certified by another accredited certifier. 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. ORGANIZATION may only use ETKO China mark and/or logo upon successful application and evaluation of ETKO China. / 申请认证组织可能已获得其他经认可认证机构的认证。艾拓克可在根据相关程序对先前认证进行评估后，接受该认证状态。如艾拓克接受该先前认证，则本协议的有效期及所授予的所有权利将自动生效。申请认证组织仅在成功申请并通过艾拓克评估后，方可使用艾拓克的标志和/或标识。

B-1.10. ORGANIZATION shall be informed of information provided when required by the law and all other times that information not be disclosed without consent of the ORGANIZATION. Information about the ORGANIZATION obtained from sources other than the ORGANIZATION (e.g. complainant, regulators) treated as confidential. / 申请认证组织应被告知按法律要求提供的信息，且在所有其他情况下，未经申请认证组织同意，相关信息不得披露。从申请认证组织之外来源（如投诉人、监管机构）获取的关于该组织的信息，均视为保密信息。

B-1.11. ETKO China has the right to make surveillance as announced or unannounced and follow-up audits when it is needed. In case the organization includes multiple sites in the scope of Scope Certificates, ETKO China has the right to make audit all sites on-site annually, unless a site does not take physical possession of "SFA Certified" products, where a remote audit may be allowed; / 艾拓克有权在需要时进行通知或不通知的监督审核和跟进审核。如果组织在范围证的范围内包括多个场所，艾拓克有权每年对所有场所进行现场审核，除非一个场所没有实际持有"SFA认证"产品，这种情况，允许进行远程审核。

ORGANIZATION should open whole documents related to the certification to ETKO China inspectors. / 申请认证组织应向艾拓克审核员提供与认证有关的全部文件。

B-1.12. Organization should fulfil described non-conformances within a decided time period. If needed ETKO China organizes follow-up audits to approve correction actions. / 申请认证组织应在规定的时间内完成所描述的不符合项的整改。如有需要，艾拓克会组织跟进审核以批准纠正措施。

B-1.13. ETKO China will provide ORGANIZATION with the necessary documents (application form, applicable standards, evaluation and assessment procedures during certification, etc.) as a part of the application procedure. / 艾拓克将向申请认证组织提供必要的文档(认证申请表、适用的标准、认证过程中应用的评估和审核程序等)作为申请程序的一部分。

B-1.14. SFA has the right to change the standard and/or process of certification at its discretion. ETKO China shall inform the Organization of Programme changes, including regular updates of procedures and standards. In recognition of the changing Regulations / standards, the Organization and ETKO China agree that they will undertake whatever steps may, in ETKO China's judgment, be necessary as the result of legal or regulatory decisions affecting the APPLICABLE Standards of production or Mark. / SFA有权自行变更标准和/或认证流程。艾拓克应通知申请认证组织相关方案变更，包括程序和标准的定期更新。鉴于不断变更的法规/标准，申请认证组织和艾拓克同意，根据艾拓克的判断采取任何必要的措施，作为影响生产或标识适用标准的法律或监管决定的结果。

B-1.15. ETKO China provides the Organization with at least 90 days' prior written notice before ceasing any or all certification activity or ETKO China voluntarily cease SFA Standard(s) certification activities. Such notice period is not apply if the Organization is withdrawn or suspended for any reason. / 艾拓克在中止任何或所有认证业务活动或艾拓克自愿中止SFA认证标准的业务活动前，艾拓克至少提前90天向获证组织发出书面通知。如果获证组织因任何原因被撤销或暂停资格，则不适用该通知期。

B-2. Rights and Duties of the Organizations / 认证申请组织的权利和义务

B-2.1. Organizations 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. / 申请认证组织承诺，在宣称产品为"SFA认证"时，遵守SFA标准中的相关指标、标签与许可指南，以及SFA提供的SFA标准中的其他规定。



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B-2.2. The Organization 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. / 申请认证组织仅得于对依据适用标准认证之产品进行标识时，非排他性地使用艾拓克标志。

B-2.3. The Organization shall make no representation to any person, persons or group regarding the ETKO China Management. / 申请认证组织不能声称可以代表艾拓克管理层的任何个人或团体。

B-2.4. The rights and obligations of this agreement are not assignable by the ORGANIZATION, whether in conjunction with the sale or transfer of the whole or any part of the ORGANIZATION's business. The ORGANIZATION 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申请认证组织转让，无论申请认证组织是否出售或转让其经营的全部或任何部分业务，申请认证组织均不得转让本协议的权利和义务。申请认证组织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。

B-2.5. The ORGANIZATION 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 ORGANIZATION shall be made freely available to ETKO China for audit on an annual basis. / 申请认证组织应妥善保存所有与获证产品、生产或加工相关的记录，包括库存记录和财务记录，以便艾拓克能够核实获证产品的符合性。申请认证组织的所有记录应可随时供艾拓克进行年度审核使用。

B-2.6. The Organization 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. / 申请认证组织应编制程序/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。

B-2.7. Organization 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, Organization / 申请认证组织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，申请认证组织应：

- 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。

B-2.8. The Organization shall supply to the ETKO China as completely as possible all information requested pertaining to processing operations of the Organization. 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. / 申请认证组织应尽可能完整地向艾拓克提供与本组织加工操作相关之所有被要求信息，该等信息可包括但不限于：加工操作、包装及标签操作、存储与处理设施、投入物、总量平衡、营销活动及记录等。

B 2.9. The Organization shall act in accordance with the APPLICABLE Standards and shall not derogate such standards. / 申请认证组织应按照适用的标准行事，不得降级执行这些标准。

B-2.10. ORGANIZATION 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. / 申请认证组织应及时支付艾拓克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。

B-2.11. Failure to comply with the APPLICABLE standards shall be just cause for revocation of rights of the Organization as conferred by this agreement. Organization will not have any right. / 申请认证组织如未遵守适用标准，将构成撤销本协议所赋予权利之正当理由，该组织亦将不再享有任何相关权利。

B-2.12. Organization 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，申请认证组织的人员应向艾拓克审核员提供与认证有关的全部文件。

B-2.13. Organization should fulfil described nonconformances within a decided time period. If needed ETKO China organizes follow-up audits to approve correction actions. / 申请认证组织应在规定的时间内完成所描述的不符合项的整改。如有需要，艾拓克会组织跟进审核以批准纠正措施。

B-2.14. ORGANIZATION accepts that ETKO China may at any time use subcontracted services and obtain their consent. ETKO China informs the ORGANIZATION in advance of outsourcing activities, in order to provide the ORGANIZATION with an opportunity to object. / 申请认证组织同意艾拓克可随时使用分包服务，并应就此取得其同意。艾拓克应于开展外包活动前，预先通知申请认证组织，以使其得有机会表示异议。



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B-2.15. Organization 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 Organization 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 Organization must return all original certification documentation or the destruction of electronically issued certification documents to ETKO China. 申请认证组织接受，于发生侵权或违规情事时，执行认证材料生产规则所定措施。认证暂停、撤销或终止之际，该组织应停止使用一切载有提及认证或关于标准及标准制定机构声明之广告材料，并依认证程序要求采取行动。申请认证组织须返还所有原始认证文件，或销毁电子认证文件并提交至艾拓克。

B-2.16. The Organization 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. ORGANIZATION 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 subcontractors there are agreements in place. ORGANIZATION 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. ORGANIZATION is responsible to submit the procedures and policies to its subcontracted facility that he has obtained from ETKO China. / 申请认证组织应确保符合相关法规的要求，并负责保证在其自身及分包业务中，经认证的材料生产/加工过程符合 SFA 认证材料生产规范的要求。申请认证组织必须避免任何不合规情况，并确保所有相关方（如分包生产商、加工商及其他人员）遵守认证材料规范与标准的要求。若涉及认证材料的相关活动由分包商执行，则需签订相应协议。申请认证组织必须通过与分包生产商和加工商签订协议，确保其符合现行生产标准/规范。在某些情况下，生产链中的某些环节可能已获得其他认证机构的审核。尽管如此，艾拓克仍将根据自身程序及认证材料规范对这些生产单位进行检查。申请认证组织负责将其从艾拓克获取的程序与政策下达至其分包设施。

B-2.17. The Organization provides data to and participates in the ETKO China and/or SFA relevant surveys if called upon to do so. / 如被要求，申请认证组织应向艾拓克和/或SFA提供相关数据，并参与其开展的各项调查。

B-2.18. The ORGANIZATION comply at least, with the following / 申请认证组织至少要遵守以下规定:

- a) The ORGANIZATION always fulfils the certification requirements, including implementing appropriate changes when they are communicated by the ETKO China; / 申请认证组织应始终满足认证要求，包括在艾拓克通知后及时实施相应的变更;
- b) If the certification applies to ongoing production, the certified product continues to fulfil the product requirements; / 若认证适用于连续生产，则获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. / 允许艾拓克、SFA 及观察员进入范围证书所覆盖的所有场所（若适用，包括不处理、储存或管理“SFA 认证”产品的场所），并查阅所有相关文件与记录（含财务记录）。

ORGANIZATION shall 申请认证组织应:

- 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. / 确保审核人员能够进入相关设施、查阅记录、接触相关人员，以便其能够有效验证认证材料的生产体系与流程是否得到持续维护。
- Maintain the records of certified material production at least for 6 years. / 将认证材料生产记录至少保存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 ORGANIZATION'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) 为评价与监督活动（如需要）提供条件，包括安排文件记录审查、开放相关设备、场所、区域、人员及分包商供查验; 2) 配合投诉调查; 3) 允许观察员参与（若适用）;

d) The ORGANIZATION only makes claims regarding certification consistent with the scope of certification; and following the issuance of scope certificate. / 只有在申请认证组织获得颁发范围证书之后，申请认证组织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 ORGANIZATION 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; / 申请认证



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组织不得使用使艾拓克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艾拓克可能认为具有误导性或未经授权声明；

f) If the ORGANIZATION provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme; / 如果申请认证组织向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 ORGANIZATION complies with the requirements of the ETKO China or as specified by the certification scheme; / 在文件、宣传册或广告等传播媒介中提及其产品认证时，申请认证组织应遵守艾拓克的要求或认证方案的规定；

h) The ORGANIZATION complies with any requirements prescribed in the certification scheme related to certification claims and the use of marks of conformity. The Organization shall not make "SFA Certified" claims without prior written approval for that specific from ETKO China. / 申请认证组织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。申请认证组织在未经艾拓克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 ORGANIZATION 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 Organization is certified, including but not limited to changes in the following: / 申请认证组织应及时向艾拓克通报可能影响其符合已获认证标准要求的能力的任何信息或变更，包括但不限于以下方面的变更：

- 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. / 承认标准所有者有权更改标准及认证要求，并同意认证资格以在标准所有者规定的时间范围内符合新版或修订版适用标准及认证要求为前提条件。

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申请认证组织进行的审核。

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. / 接受艾拓克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 Organization'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 Organization. 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者也有权对申请认证组织进行目的是监控艾拓克是否符合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复核审核/案头评审。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申请认证组织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申请认证组织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。



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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可能会在超出艾拓克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 ORGANIZATION are required communicate the statements given in this contract with all Facilities and Subcontractors that are covered by their Scope Certificates. / 申请认证组织需将本合同所含条款声明传达至其认证范围所覆盖的所有场所及分包商。

n) Organization acknowledges and agrees that 申请认证组织承认及同意

(i) ETKO China is allowed to exchange information with other approved CABs, National Accreditation Bodies and the SFA as related to the SFA programme; 允许艾拓克与其他经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 Organization, including an information regarding its facilities and/or its subcontractors, may be shared with SFA,

向艾拓克提供的关于申请认证组织的任何信息，包括其场所及/或其分包商的相关信息，均可由艾拓克与SFA共享，

(iii) SFA may use Organization 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可将艾拓克提供的申请认证组织信息用于影响评估、总量数据统计等目的，但不得损害个体数据隐私或商业机密规范，并且

o) The Organization 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; / 申请认证组织应保留所有收到的与SFA标准符合性相关的投诉记录，并在艾拓克和/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。

B-2.19. 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 Organization. Organization is responsible to take corrective action against the nonconformity. 根据上述标准生产的产品应带有明显的标识，以便与不是按上述标准生产的产品有所区别，且不得误导购买者。若艾拓克或第三方认定存在误导情形，艾拓克将出具不符合项，并通过书面通知要求申请认证组织采取一切必要措施消除该不符合项。申请认证组织有责任针对不符合项采取纠正措施。

B-2.20. The ORGANIZATION 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. Organization may only use ETKO mark and/or logo upon successful application to and evaluation of ETKO China. 申请认证组织可能已获得其他经认可认证机构的认证。艾拓克可在根据相关程序对先前认证进行评估后，接受该认证状态。若艾拓克接受该先前认证，则本协议有效期及所授予的所有权利将自动生效。申请认证组织仅在成功向艾拓克申请并通过其评估后，方可使用艾拓克标志及/或标识。

B-2.21. The ORGANIZATION has to inform ETKO China whether its application / certification was denied / refused / sanctioned by another Certification Body. / 申请认证组织须告知艾拓克，其是否曾被其他认证机构拒绝、否决或处罚过申请/认证资格。

B-2.22. Organization 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 Organization. Information about the ORGANIZATION obtained from sources other than the ORGANIZATION (e.g. complainant, regulators) treated as confidential. 申请认证组织将获得以下告知：在法律要求的情况下以及在所有其他情况下，所有提供给艾拓克的信息，除非获得申请认证组织自己的同意，否则不得披露该信息。从申请认证组织以外来源（如投诉方、监管机构）获取的关于该组织的信息，均视为保密信息处理。



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B-2.23. For the certification procedure Organization is not obliged to be a member of any association or foundation. It is its own choice of Organization to have such a membership. / 在认证程序中，申请认证组织无义务加入任何协会或基金会。是否加入此类组织由申请认证组织自行决定。

B-2.24. The Organization 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. / 申请认证组织需向艾拓克通报所有与SFA标准范围重合的其他认证及认证机构合作关系，以避免证书的误导性使用。

B-2.25. The Organization does not and will not hold certification for any SFA standard with more than one CAB at a time. / 申请认证组织不得且不会就任何SFA标准同时持有超过一家认证机构颁发的认证。

C- 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 organization after the initial audit. If unannounced audits and follow-up audits are required according to the certified material Production Regulations, therefore ORGANIZATION accepts and makes use of all necessary documents and shows all production and processing facilities during the unannounced audits and follow-up audits. The ORGANIZATION is responsible to pay the extra costs due to surveillance/unannounced/follow-up audits. / 初次审核后，艾拓克可根据项目需要随时进行监督审核。审核频次取决于产品特性、生产及加工实践。监督审核的频率将在初次审核后告知获证组织。若根据认证材料生产规范要求需进行不通知审核与跟进审核，申请认证组织须接受并在该类审核中提供所有必要文件、开放全部生产加工设施，且承担由此产生的额外费用。

D- FEES / 费用

SFA is not responsible for costs associated with conformity assessment of certification. / SFA不负责与认证符合性评估相关的费用。

The annual contribution to be paid to ETKO China by the ORGANIZATION is described with ETKO China Fee Structure for which the breakdown will be listed in the quotation sheet provided by ETKO China. / 申请认证组织应向艾拓克支付的年度费用，按照艾拓克收费标准执行，具体费用构成将列于艾拓克提供的报价单中。

Fees for auditing and approval of SFA Certified Transactions and Claims are to be paid to ETKO China by the Organization as calculated in accordance with ETKO China Fee Structure and listed in the quotation sheet provided by ETKO China. / 申请认证组织应按照艾拓克收费标准，向艾拓克支付SFA认证交易及认证声明的审核与批复费用，具体金额以艾拓克提供的报价单所列明细为准。

E- Payment Terms and Conditions 付款条款和条件

E.1. The annual contribution will be stated in the quotation sheet provided by ETKO China upon the certification and audit application from the Organization. 年度费用金额将在艾拓克收到申请认证组织的认证及审核申请后，于其提供的报价单中列明。

E.2. Payments shall be transferred to the bank account as indicated in the quotation sheet provided by ETKO China. 相关费用需要支付到艾拓克提供的报价单上注明的收款账户。

E.3. Payments must clearly indicate payer who transfer the money and "the reason of the payment". / 付款时须明确注明付款人信息及"付款事由"。

E.4. Organization must burn the transfer cost charged by the sending and receiving banks. / 申请认证组织须承担汇款银行与收款银行收取的全部转账手续费。

E.5. ETKO China will commence audit and evaluation procedures only after the Organization has settled all fees specified in the Quotation Sheet. / 艾拓克将在申请认证组织付清报价单所列全部费用后，方启动审核与评价程序。

E.6. If ETKO cancels the application due to its own reasons, all fees received for the application will be refunded to the payer. 若艾拓克因自身原因取消申请，将向付款方全额退还已收取的相关费用。



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E.7. The date of the audit visit is communicated to the organization by ETKO China in writing. This notification may be not made for unannounced audits.

艾拓克将以书面形式向申请认证组织通知审核到访日期。此项通知不适用于不通知审核（突击审核）。

E.8. ETKO China may send more than one auditor at once when it is needed. 艾拓克可能在需要时一次派遣多名审核员。

E.9. If the applicant requests to cancel the certification application or postpone the scheduled audit after payment, the refund and surcharge rules are as follows:

若申请人付款后申请取消认证申请或延期已安排的审核，退款及加费规则如下：

a) If the inspection date has not yet been scheduled, 85% of the quoted fee will be refunded; 若审核日期尚未安排，退还报价单所列费用的85%;

b) If the inspection date has been scheduled and the cancellation request is made more than 7 calendar days before the scheduled inspection date, 85% of the quoted fee will be refunded; 若已安排审核日期，且在计划审核日期前超过7个自然日提出取消申请，退还报价单所列费用的85%;

c) If the inspection date has been scheduled and the cancellation request is made within 7 calendar days (inclusive) before the scheduled inspection date, 70% of the quoted fee will be refunded; 若已安排审核日期，且在计划审核日期前7个自然日（含）内提出取消申请，退还报价单所列费用的70%;

d) If the inspection date has been scheduled and the applicant requests to postpone the inspection less than 7 calendar days (inclusive) before the scheduled inspection date, a 15% surcharge of the quoted fee will be applied;

若已安排审核日期，且申请人在计划审核日期（含）前不足7个自然日提出延期申请，将额外收取报价单所列费用的15%作为加急费；

e) If the application is canceled during or after the inspection, the full payment specified in the corresponding Quotation Sheet will not be refunded. 若在审核期间或审核结束后取消申请，则相应报价单上列明的全部费用不予退还。

Parts A, B, C, D and E of this contract are understood and accepted / 本合同A、B、C、D、E各部分内容均已被理解并接受：

<p>Organization Representative's name and surname / 申请认证组织代表姓名:</p> <p>Date / 日期:</p>	<p>Signature and Stamp / 签名和盖章</p>
<p>ETKO China Representative's name and surname / 艾拓克代表姓名:</p> <p>Date / 日期:</p>	<p>Signature and Stamp / 签名和盖章</p>