

5. Responsibilities and obligations/双方的责任和义务

5.1 Responsibilities and obligations of Client /甲方的责任和义务

5.1.1 Always meet certification requirements, including making appropriate changes when notified by BCK. If certification is applicable to continuous production, the licensed product shall continue to meet product requirements; /始终满足认证要求, 包括当收到乙方的通知时做出适当变更; 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;

5.1.2 Pay the fees to BCK as agreed herein; /按合同约定向乙方支付费用;

5.1.3 Maintain records of all known complaints relating to product compliance with certification requirements and take appropriate action in this regard to record such actions and permit BCK and Scheme Owners access to such records; /记录所知悉的所有有关产品是否符合认证要求的投诉, 并在这方面采取适当行动, 记录该等行动, 并准许乙方和标准制定方查阅该等记录;

5.1.4 Make all necessary arrangements for: allow the auditors assigned by BCK, and when necessary external observers and auditors, e.g. auditors of the accreditation authorities or the Scheme Owners, access to all documentation and records, sites, formulations, premises, data, processes, materials, procedures, personnel and subcontractors that could affect the conformity of the products or be involved in the products' certification process and also to units where no products are processed, stored or administered. This includes the need for BCK to have access to all entity information deemed relevant to the evaluation, including confidential information, including financial records and that related to the entity's outsourced activities. Allow BCK's auditors or external auditors to copy the details relating to the product. /甲方为下列事项做出所有必要的安排: 甲方允许被乙方指派的审核员、必要时外部的观察员、检查员, 例如来自认可机构和标准制定方的检查员访问会影响认证过程中产品符合性的文件和记录、场所、配方、经营地址、加工工序、原材料、规程、人员和分包方以及没有产品生产、储存和管理的单元。这包括乙方需要获取被评估甲方所有被认为与评估相关的信息的权利, 包括机密信息, 如财务记录以及与该实体外包活动相关的信息。同时应允许乙方的检查员和外部的检查员复制和认证产品相关的细节。

5.1.5 Take all necessary measures to ensure the safety of observers and/or auditors during the audit and to enable them to comply with the health and safety rules applicable to the site or premises being audited, in particular by providing them with equipment or clothing necessary for that purpose; /采取一切必要措施, 确保观察员和(或)审核员在审核期间的安全, 使他们能够遵守适用于被审核现场或处所的健康和安全规则, 特别是为他们提供为此目的所需的设备或服装;

5.1.6 The accreditation authorities have also the right to conduct audits of the Client, including semi-announced audits, unannounced audits, and confirmation visits, for the purpose of monitoring BCK's conformity with the Scheme Owner's requirements; /认可机构亦有权对客户进行审核, 包括半通知审核、不通知审核及确认访问, 以监察乙方是否符合标准制定方的要求;

5.1.7 Such as documents, brochures, or advertising media involved in the content of the product certification, shall comply with the requirements of BCK or the requirements of the certification scheme, the client shall ensure that relevant certification claims should be consistent with the scope of certification and following the issuance of the scope certificate, in any way damage the reputation of BCK use the product certification results, shall not be made to BCK, and shall not make any claim regarding the product certification that may be misleading or unauthorized; /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, 应遵守乙方的要求或认证方案的规定, 甲方应确保有关认证的声明应与认证范围一致并在范围证书颁发以后, 不得以任何损害乙方声誉的方式使用产品的认证结果, 不得做出可能误导或未经授权的有关产品认证的声明;

5.1.8 When the certification is suspended, withdrawal or terminated, Client shall stop using any

advertising materials related to the certification and standards, take the measures required by the Scheme Owners(such as returning the original certificate or the destruction of electronically issued certification documents), and take other necessary measures; /当认证暂停、撤销或终止时，甲方停止使用任何和涉及或有或声称和认证及标准有关的广告材料，采取认证方案要求的措施（如交回认证文件或者销毁颁发的电子版认证文件），以及其他需要的措施；

5.1.9 If client needs to provide a copy of the certification Documents to others, the document shall be copied in its entirety or in accordance with the provisions of the Scheme Owners; /甲方如需将认证文件的副本提供给其他人，则该文件应被完整地复制或者按照认证方案的规定复制；

5.1.10 Client shall maintain records of all complaints known to be related to the conformity of the certification requirements, and shall take appropriate measures and document such complaints and any defects found in the Products that affect the conformity of the certification requirements. Complaint records shall be provided upon Request by BCK and necessary arrangements shall be made for BCK to investigate the complaint (including fraud and grievances); /甲方应保存已知的与认证要求符合性有关的所有投诉记录，同时应对这些投诉以及在产品中发现的影响认证要求符合性的任何缺陷，采取适当的措施并形成文件。投诉记录在乙方要求时须提供，同时对乙方针对投诉（包括欺诈和申诉）的调查作出必要安排；

5.1.11 Client shall take effective corrective measures within the specified time for the non-conformities found during the on-site inspection and accept the supervision and inspection conducted by BCK's inspection team. /对于现场检查过程中发现的不符合项，甲方应在规定时间内采取有效的纠正措施，并接受乙方检查组对此进行的监督检查；

5.1.12 Client should inform the BCK, without delay, of changes that may affect its ability to conform with the certification requirements, including but not limited to changes in the following: /甲方如有任何可能影响符合认证要求的能力的变化，请立即通知乙方，包括但不限于以下更改：

a) Legal, commercial, organizational status, or ownership; /法律地位、商业、生产经营状况、组织状态或所有权变更； b) Organization and management (e.g. key managerial, decision making, or technical staff); /组织和管理层的变更（如：主要的管理、决策或技术人员变更）； c) Improvement of a product or process; /对产品或生产工艺的改进； d) Contact address and production sites; /联系地址和生产场地； e) Major changes in the quality management system and processes; /质量管理体系和工序的重要变更； f) Alteration of the administrative licensing qualification, compulsory certification or other qualification certificates obtained. /取得的行政许可资质、强制性认证或其他资质证书变更； g) Major complaints from customers or interested parties, or allegations of fraud made by any person or company; h) Environmental or social negative impacts resulting from incidents or events at client /顾客/相关方重大投诉或者任何个人或公司提出的欺诈指控； h) 由于甲方发生的事件或事故而导致的环境或社会负面影响。

5.1.13 Acknowledge the Scheme owners' 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 Scheme owners. /承认标准制定方有权更改标准和认证的要求，也承认在标准制定方规定的时间内认证是要符合标准制定方新的或修订的适用的标准和要求。

5.1.14 To receive email communication from the Scheme Owner and to communicate directly with it in regard to the concerned certification and Scheme; /接收标准制定方发出的电子邮件，并就有关的认证及方案直接与标准制定方沟通。

5.1.15 Accept that the accreditation body and Scheme owners may become engaged in the case that a complaint or appeal escalates beyond the BCK's authority, and agrees to cooperate with investigations./

接受认可机构和标准制定方可能参与到超出 BCK 权限的投诉或上诉中，并同意配合调查。

5.1.16 In connection with the production and offering of GOTS-certified products and processes, only chemical inputs approved by GOTS shall be used, and full compliance with all requirements of the GOTS, the Manual for the Implementation of GOTS, the Conditions for the Use of GOTS Signs, the policy for issuance of Scope certificate and template, the policy of issuance of Transaction Certificate and Template and other provisions of the GOTS certification program as provided by the Global Standard gGmbH./在生产及提供 GOTS 认证产品和工艺过程中，仅可使用经 GOTS 批准的化学投入品，并须全面遵守 GOTS 标准、《GOTS 实施手册》、《GOTS 标志使用条件》、范围证书（Scope Certificate）签发政策及模板、交易证书（Transaction Certificate）签发政策及模板，以及 Global Standard gGmbH 所发布的 GOTS 认证计划项下的其他相关规定。

5.1.17 Return the original certificate and all copies to the certification body if the certificate is suspended or withdrawn. /证书被吊销或撤销时，应将证书原件及所有复印件交回认证机构。

5.1.18 Confirm that it is not currently engaged, nor will it engage, with another certification body to certify them against the same Textile Exchange, GOTS Standard(s) and/or GOTS Letter of Approval (LoA) at the same time. /确认其目前没有，将来也不会与其他认证机构进行认证，以同时对相同的可持续纺织促进会，GOTS 标准进行认证和/或 GOTS 辅料进行审批。

5.1.19 Inform BCK about any other certifications and certification body relationships that share the same scope as the Textile Exchange Standard(s) (e.g. other organic/sustainable cotton certifications for OCS). /告知 BCK 与可持续纺织促进会范围相同的任何其他认证和认证机构关系(例如 OCS 的其他有机/可持续棉花认证)。

5.1.20 Client has the right to complain and appeal to the accreditation body and the Scheme owners about BCK's non-standard certification activities. /对乙方不规范的认证行为有权向认可机构和标准制定方投诉和申诉；

5.1.21 If necessary, agree to participate in relevant Global Standard surveys and to provide data to Global Trace Base (GTB) when requested. /如果需要，同意参与 Global Standard 的相关调查和向 Global Trace Base (GTB) 提供数据。

5.1.22 Allowed the scheme owner nominated personnel to witness an audit of the operator's facilities or those of their sub-contractors as observers. /允许标准制定方指定人员作为观察员见证对认证场所或分包商的审核。

5.1.23 Agree that audit reports may be shared with Scheme Owner upon request. /同意在标准制定方提出请求时，可与其共享审核报告。

5.1.24 Permit public listing of the certification status by scheme owner through its official channels. /允许标准制定方通过其官方途径公开甲方的认证状态。

5.1.25 Allowed scheme owner nominated personnel to attend an office assessment of the Certification Body as observers. /允许标准制定方指定人员以观察员身份参加认证机构的办公室评估。

5.1.26 Except as required under an applicable Program or specified in the Offer, Deliverables shall not be distributed, published, copied, replicated or amended without the BCK's prior written consent. The Principal further agrees not to misrepresent at any time the content of any Deliverable. Deliverables are always intended for use by persons having professional skill and training in the interpretation of the findings and results contained therein./除非相关项目或要约另有规定，否则在未经 BCK 事先书面同意的情况下，甲方不得发布、出版、复制、复印或修改任何可交付成果。甲方同意在任何时候均不歪曲任何可交付成果的内容。可交付成果通常由具有专业技能并接受过专业培训的人员用于解释其中包含的调查结果和发现。

5.2 Responsibilities and obligations of BCK/BCK 的责任和义务

5.2.1 Strictly abide by relevant laws and regulations on product certification, and provide Client with certification services objectively and impartially; /严格遵守有关产品认证的法律法规，客观、公正地为甲方提供认证服务；

5.2.2 Provide Client with public documents; /向甲方提供公开性文件；

5.2.3 Notify Client in time of any change of the certification and accreditation regulations and certification standards; /当认证认可法规、认证标准发生变化时及时通知甲方；

5.2.4 BCK shall have the right to carry out supervision inspection on Client at least once a year without notice if necessary; /乙方有权对甲方每年至少实施一次监督检查，必要时实施不通知检查；

5.2.5 In case of any major non-conformities found in the inspection process, on-site verification or additional inspection is required, relevant fees shall be paid by Client separately; /如在检查进程中发现的严重不符合，需现场验证或补充检查，则相关费用由甲方另行支付；

5.2.6 If Client terminates the inspection during the inspection without a justifiable reason, BCK shall have the right to require Client to pay all the expenses; /如甲方无正当理由，在检查过程中提出终止检查，乙方有权要求甲方支付全部费用；

5.2.7 BCK shall issue certificates to Client's products that meet the certification standards, and shall explain the reasons for non-compliance or failure to meet the certification requirements to the Client. /乙方应对甲方符合认证标准的产品颁发认证证书，对不符合要求或达不到认证条件的需向甲方说明原因；

5.2.8 Promulgation of the status of approval, suspension, reinstatement, cancellation and withdrawal of certification qualification of the certified organization; /公布获证组织的获准、暂停、恢复、注销、撤销认证资格状态；

5.2.9 In accordance with requirements related to standard, BCK shall have the right to sample and analyze all products applied for certification by Client. Upon confirmation by Client and BCK, BCK shall be responsible for sending samples and the analysis items and laboratories shall be determined by BCK. /依据产品认证相关法律法规，乙方有权对甲方所有申请认证的产品进行取样分析，经甲、乙双方确认后，样品寄送由乙方负责，分析项目及执行分析的实验室由乙方确定；

5.2.10 Observe the declaration of impartiality and confidentiality; /遵守公正性与保密声明；

5.2.11 If Party Client's quality management system and product quality cannot be fully trusted, BCK shall have the right to increase the frequency of on-site inspection; /如甲方的质量管理体系、产品质量不能得到充分的信任，乙方有权增加现场检查频次；

5.2.12 If Client no longer meets the certification requirements or fails to accept the recertification fee on time after obtaining the certificate, BCK shall have the right to suspend or withdraw the Client's certificate and require the Client to stop using the certificate and the certification mark; /甲方获证后如不再满足认证要求或不按时接受再认证费用，乙方有权暂停、撤销甲方的认证证书并要求甲方停止使用认证证书和认证标志；

5.2.13 If the Client incorrect publicity about the certification system or misleads the certificates and marks in the advertisements and other publicity materials, BCK shall have the right to take corrective measures, withdraw the certificates, publicize the violations, notify the competent authorities and other measures, and reserve the right to take other legal measures; /如果甲方在广告和其他宣传材料中有对认证制度的不正确宣传或证书与标志的误导使用时，乙方有权利采取包括纠正、撤销证书、公布违规行为、向主管部门通报等措施，并保留采取其他法律措施的权利；

6. Responsibility for risks/风险责任的承担

6.1 If the Client fails to meet or maintain the certification requirements and conditions, shall bear the risk

of failing to obtain or maintain the certification; /甲方如达不到或不能保持认证要求和条件, 承担不能取得认证证书或不能保持证书的风险;

6.2 After obtaining the certificate, Client shall bear the risk of being suspended or withdrawn by BCK for failing to meet the conditions at the time of certification or failing to comply with Provisions of BCK; /甲方获证后可能因达不到认证时的条件或不符合乙方的规定, 将承担被乙方暂停、撤销使用认证证书和认证标识的风险;

6.3 Client conceals important information or provides false information during the term of the contract, which may cause the certificate to be revoked; /甲方合同期内隐瞒重要信息、提供虚假信息可能导致被撤销证书的风险;

6.4 BCK may cause customer dissatisfaction due to the failure of Client's management system, serious decline in product quality and quality accidents after Client obtains the certificate, and shall bear the risk of customer complaints or even suspension or cancellation of the recognition qualification by the Accreditation body or Scheme owners. /乙方可能因甲方获证后管理体系失效、产品质量严重下滑和发生质量事故而引起顾客不满意, 将承担被顾客投诉乃至被认可机构或标准制定方暂停、撤销认可资格的风险。

7. Effectiveness of the contract and other matters/合同的生效及其他事宜

7.1 For each certification scheme, this Contract shall come into force from the date when Client signs the initial quotation for the scheme(s), but contract is to be considered open-ended,. The signature of the above offer implies full and unreserved compliance by the Client with the terms and conditions in force. /对于每个认证方案, 本合同自甲方签署有关方案的初始报价之日起生效, 但期限不详。上述报价的签字意味着客户完全、无保留地遵守了现行的条款和条件。

7.2 Client and BCK shall conscientiously perform the contract. In case of failure to perform the contract, both parties shall settle the matter through negotiation. If the dispute results in a lawsuit, the court of the place where BCK belongs shall make a ruling. /甲乙双方必须认真履行合同, 不能履行合同时, 双方协商解决; 协商不一致导致诉讼的, 由乙方所属地法院裁决。

7.3 This contract is made in duplicate with each party holding one copy. /本合同一式两份, 双方各执一份。

8. Contract termination/合同的终止

8.1 The certification and contract may be terminated simultaneously by Client without any reason, giving a minimum of three months' notice. If the certificate is valid for less than three months at the time the client proposes to terminate the contract, the contract will be terminated on the expiry date of the certificate and will not be extended. /本认证和合同的终止可由甲方提出, 无需任何理由, 但至少提前三个月发出通知。如果甲方提出终止合同时, 证书有效期不足三个月, 则合同将在证书到期日终止且不会被延长。

8.2 If Client fails to correct the breach within 15 days after receiving BCK's formal notice of breach of its obligations under the Contract, BCK may legally withdraw the certification and immediately terminate the Contract. Whether or not BCK actually performs the services upon termination of the Contract, Client shall pay the amount deemed necessary by BCK in full. /如果甲方在收到 BCK 关于违反合同规定义务的正式通知后在 15 天内没有仅此进行纠正, 乙方可从法律上撤销认证且同时立即终止合同。无论乙方在终止合同时是否实际履行服务, 甲方将全额支付乙方认为需要支付的金额。

8.3 Once certification and contract is terminated, Client shall pay all the fees depending on the service provided by BCK before the termination date. /一旦合同终止, 甲方应在终止日前支付乙方服务产生