

# 新世纪检验认证有限责任公司与组织的权利和义务

## Rights and Obligations of BCC Inc. and Certified Organizations

### 1 组织的权利和义务 Rights and obligations of certified organizations and applicants

#### 1.1 组织的权利 Rights of certified organizations and applicants

- 1.1.1 获取认证公开文件和信息； Obtain public certification documents and information;
- 1.1.2 申请认证、接受审核和认证决定过程不受歧视； No discrimination in the process of applying for certification, accepting audit and certification decision
- 1.1.3 对审核计划安排和可能影响认证公正性的审核组成员提出调整和变更的要求； The client has the right to ask for adjustments and changes about the audit plan and the audit team members that may affect the certification impartiality;
- 1.1.4 澄清不符合事实和对审核报告提出意见； The client has the right to clarify the non-conformity facts and give advice to the audit report;
- 1.1.5 正确使用认证证书和认证标志； use the certification certificate and mark rightly;
- 1.1.6 提出申诉和投诉权利； The client has the right to put forward the appeals/complaints;
- 1.1.7 申请扩大/缩小认证范围，注销部分或全部认证范围。The client has the right to apply for expanding/shrinking scope of certification, cancel part of or all of the certification scope;
- 1.1.8 在认证(审核)活动中有权要求新世纪检验认证有限责任公司提供有关更详细的信息； The client has the right to ask BCC Inc. for providing the relevant more detailed information in the certification (audit) activities;
- 1.1.9 对认证(审核)的公正性、非歧视性、独立性、科学性有异议时有向新世纪检验认证有限责任公司(以下简称BCC)及其上级部门提出申诉/投诉的权利；The client has the right to put forward the appeals/complaints to BCC Inc. and higher authorities when they have dissents on the impartiality, non-discrimination, independence and scientific city of certification (audit);
- 1.1.10 必要时，经认证的客户或其关联方可通过 BCC 官方网站 [www.bcc.com.cn](http://www.bcc.com.cn) 追踪认证客户名称、证书状态、认证范围、地理位置（国家和城市）及其他信息。认证信息也可在国家认监委网站 [www.cnca.gov.cn](http://www.cnca.gov.cn) 获得，如需进一步查询可拨打 4000169000。  
1.1.10When necessary, the certified client or its related parties can track the certified client name, the status of certificate, certification scope, geographical location (countries and cities) and other information through the BCC's official website [www.bcc.com.cn](http://www.bcc.com.cn). The certification information is also available in the CNCA website [www.cnca.gov.cn](http://www.cnca.gov.cn). For further queries can call 4000169000 when it is necessary.

#### 1.2 组织的义务 Obligations of certified organizations and applicants

- 1.2.1 始终遵守管理体系认证的有关规则，满足认证要求和变更后要求的承诺；(The certified organizations shall) always abide by the related rules of management systems certification, and meet its commitment to certification requirements and change requirements

- 1.2.2** 获得管理体系认证证书后保持管理体系持续有效运行； After receiving the certificate, the client should keep the management system functioning effectively and continually;
- 1.2.3** 保证管理体系有关信息的真实性，因隐瞒管理体系覆盖的组织机构、人数、多场所数量等信息导致审核人日不足、多场所抽样量不足、审核结果无效或认证证书失效，由此造成的损失由组织承担全责，并承担对新世纪检验认证有限责任公司造成的损失；  
The certified organizations shall ensure the truth of the information of its management systems, They shall be liable for all the losses (including the losses of BCC) resulted from insufficiency of the audit duration, scarcity of the sampling amount of the multiple sites, which may result in the invalidation of audit result or certification certificate, because of the false information of the organizational structure, number of employees and the number of multiple sites offered by the certified client;
- 1.2.4** 为配合认证(审核)、监督检查、不通知审核、确认审核、认可机构见证评审和解决投诉做出必要的安排，包括审查文件、进入所有区域的确定，调阅所有记录和访问人员；  
The client shall make necessary arrangements to cooperate with certification (audit), supervision and inspection, Unannounced audit, confirmation audit, witness audit by the accreditation bodies, and complaint resolution. These arrangements include document review, determining access to all areas, accessing all records, and interviewing personnel.
- 1.2.5** 对误用认证证书和认证标志承担责任并采取纠正措施； The client shall take the responsibility of misusing the certificate and mark and take corrective measures;
- 1.2.6** 与新世纪检验认证有限责任公司签订认证合同或协议；当组织认证范围内覆盖的多个法律实体时，则应确保组织及这些法律实体与 BCC 共同签订认证合同或协议。按双方签订的合同或协议按时交纳有关费用。The client shall sign the certification contract or agreement with BCC Inc. (abbr. BCC). When there are several legal entities covered in the client certification scopes, they together with the client should sign the certification contract or agreement with BCC and pay the relevant expenses as the regulations stipulated in the contract or agreement.
- 1.2.7** 最高管理者及与管理体系相关的职能部门负责人员须参加初审、监督及再认证现场审核的首末次会议并根据审核计划接受审核组面谈； Top management and persons in charge of functional departments related to the management system shall attend the opening and closing meeting of the on-site audit of initial audit, surveillance audit and recertification audit, , and shall be interviewed by the audit team in accordance with the audit plan.
- 1.2.8** 按时接受监督审核； The client shall accept the surveillance audits in time;
- 1.2.9** 及时向 BCC 通报信息； The client shall give their information to BCC in time;
- 1.2.10** 有责任保持并评价法律法规、产品和认证要求的符合性； The client has the responsibility to maintain and evaluate the conformity of the requirements of laws and regulations, products and certification requirements;
- 1.2.11** 获准认证以后，应正确使用认证证书、认证标志和有关信息；可以使用新世纪检验认证有限责任公司管理体系认证合格证书和标志，但在宣传认证结果时不得损害 BCC 的声誉，也不得发表任何 BCC 认为“误导”或“非授权”的言论； After receiving the certificate, the certification certificate, certification marks, and related information shall be used correctly; the client shall use the BCC Inc. management systems certification certificate and mark. When publicizing the certification results, the client shall not damage BCC's reputation and not publish any speeches that may be regarded as “mislead” or “unauthorized”;

- 1.2.12** 当认证被暂停或撤销/注销时，应立即停止涉及认证内容的广告宣传，按要求退回认证证书； Upon suspension or cancellation/withdrawal of certification, the client must discontinue its use of all advertising that contains any reference to a certified status, and return the certificate(s) according to the requirements;
- 1.2.13** 随时接受认证监管部门和 BCC 安排的非例行监督审核； The client shall accept the non-routine surveillance audits from Certification Surveillance Departments and BCC at any time;
- 1.3** 仅就获准认证范围做出声明； The client shall make an announcement on the certified certification scopes;
- 1.4** 只能用认证来证明其管理体系符合了特定标准或其他引用文件，不能用体系认证来暗示其产品或服务通过了新世纪检验认证有限责任公司的认证批准； The client should only use certification to certify its management system is in line with the specific standards or other references and not use the system certification to imply its products or services have passed the certification approval of BCC Inc.
- 1.5** 确保不采取误导的方式使用认证文件、标志和报告或报告中的任一部分，在各种媒体(例如文件、小册子、广告中)对认证的宣传应符合新世纪检验认证有限责任公司的要求； The client shall ensure that they will not use the certification documents, marks, reports or part of the reports in a misleading way. The promotion for certification in any medium (e.g. documents, brochures, advertisements) should accord with the requirements of BCC Inc.;
- 1.6** 接受认证机构及相关认可机构安排的见证评审任务，并在见证评审过程中给予必要的配合； The client shall accept the witness review tasks arranged by certification institution and the relevant accreditation bodies, and give necessary cooperation in the process of witness reviewing
- 1.7** 承担选择的认证机构资质被撤销而带来的认证证书无法使用的风险。 Bear the risk that the certification certificate becomes unusable due to the revocation of the chosen certification body's qualifications.
- 1.8** 对于社会责任管理体系（SA8000）现场审核，根据 SA8000 认证规则，审核现场应对工作场所进行拍照，组织不得拒绝。 For the on-site audit of the social responsibility management system (SA8000), according to the SA8000 certification rules, the audit site should take pictures of the workplace, and the organization must not refuse.
- 1.9** 应留存认证证书有效期内相应的认证记录，至少包括：（A）认证合同；（B）审核计划；（C）首、末次会议签到表；（D）不符合报告及原因分析和纠正措施；（E）审核报告；（F）暂停、撤销通知（适用时）。 shall retain the corresponding certification records during the validity period of the certification certificate, which shall include at least the following:(A) Certification contract;(B) Audit plan;(C) Attendance sheets for the opening and closing meetings;(D) Non-conformity reports, including root cause analysis and corrective actions;(E) Audit report;(F) Suspension or withdrawal notices (if applicable).
- 2 新世纪检验认证有限责任公司的权利和义务 Rights and obligations of BCC Inc.**
- 2.1 新世纪检验认证有限责任公司的权利； Obligations of BCC Inc.**
- 2.1.1** 提出认证要求； Put forward certification requests;
- 2.1.2** 有权依据相关法律法规和现场审核结论，确定甲方认证注册范围；决定是否给予甲方认证注册和颁发证书。 Has the right to put forward the scope of management system

certification (including products / services / activities / sites) on the condition of complying with relevant laws and regulations and relevant requirements.

- 2.1.3** 有权依据甲方的违规行为或出现法律法规规定的情形时，作出审核不予通过，暂停、撤销甲方认证注册资格的决定。有权依据法律法规规定的情形终止审核。It has the right to decide not to approve the audit, to suspend, or to revoke Party A's certification registration qualification based on Party A's violations or circumstances stipulated by laws and regulations. It also has the right to terminate the audit in accordance with circumstances specified by laws and regulations.
- 2.1.4** 按照规定收取认证费用，对获证组织违反有关规定及不按规定交纳有关费用，在监督评审时出现严重不合格，且不能按规定采取纠正措施的，有权收回认证证书，并停止使用认证证书和标志；If the certified client violates the relevant rules and doesn't pay the expenses as rules, and major nonconformities occurs in the surveillance audit and corrective actions are not be taken by the client, BCC has the right to withdraw the certification certificates and suspend its use of certification certificates and marks
- 2.1.5** 对申请组织的管理体系评定，遵循的准则应是管理体系标准或是与其职能有关引用文件给出的要求，当某一特定的认证项目需要对这些文件做出解释时，应由具有必要的技术能力的人员进行规范化解释，并由认证机构发布；The management systems assessment of applicant client shall comply with the management system certification standards or requirements of its functions reference documents. BCC will designate personnel with the technical ability to give standardized interpretation published by the certification body, when a particular program requires interpretation to these documents;
- 2.1.6** BCC 拥有认证证书和认证标志的所有权和对获证组织使用的监督权；BCC owes the ownership of certificates and marks and the right of supervision of the client using them;
- 2.1.7** 在获证组织管理体系出现异常情况时，适时地安排非例行的审核；其时间及费用由双方另行商定。如获证组织的产品在产品质量国家监督抽查中被查出不合格时，获证组织应及时通报，自市场监管部门发出通报起 30 日内，BCC 应对获证组织实施提前较短时间通知的审核。When there are abnormal situations in the certified organization management system, arrange non-routine audits in a timely manner; the time and costs shall be separately agreed by both parties. If the products of the certified organization are found to be unqualified in the national quality supervision and random inspection of the product quality, the certified organization shall notify in time. Within 30 days from the date the market regulatory authorities issue the notification, BCC shall conduct an audit of the certified organization with advance notice given within a relatively short timeframe.
- 2.1.8** 有权为调查投诉、严重事件(质量安全事故、产品质量在国家监督抽查中被查出不合格、突发环境事件、职业健康安全事件、生产安全事故、重大及以上级别网络安全事件、重大信息技术服务事故、食品安全事故、与能源有关的重大事故、医疗器械安全事故、恶意侵犯知识产权的事件、违反劳动法律法规等产生不良影响的事件)，对变更做出回应或对被暂停的客户进行追踪，可能需要在提前较短时间或不通知获证组织的情况下进行审核。The certification body shall have the right to conduct audits with short notice or without prior notification to the certified organization, where such audits are necessary to: investigate complaints; look into serious incidents (including quality and safety accidents, product quality failures identified in national supervisory random inspections, sudden

environmental incidents, occupational health and safety accidents, work safety accidents, cybersecurity incidents at or above the major level, major information technology service accidents, food safety accidents, major energy-related accidents, medical device safety accidents, incidents of malicious intellectual property infringement, violations of labor laws and regulations, and other incidents causing adverse impacts); respond to changes; or follow up on suspended clients.

- 2.1.9** 获证组织不接受或不配合认证认可监督管理部门的监督管理、见证评审及 BCC 的非例行审核的, BCC 将暂停获证组织使用认证证书和标志的资格。If the certified organization does not accept or does not cooperate with the supervision management, witness assessment and the non-routine review of the certification and accreditation supervision department, BCC will suspend the qualification of the certified organization to use the certification and logo.
- 2.1.10** 由于非 BCC 原因导致合同不能继续履行或终止履行的, BCC 所收取的费用不予退还。If the contract cannot be performed or terminated due to non-BCC reasons, the fees charged by BCC will not be refunded.

## **2.2 新世纪检验认证有限责任公司的义务 Obligations of BCC Inc.**

- 2.2.1** BCC 的服务向所有的申请人开放, 不附加过分的财务或其他条件, 不以申请单位的规模或是否是某一协会或社团的成员以及认证供方的数量作为提供服务的条件; BCC's services shall public to all applicants without additional conditions of finance or others. Not to provide services on the basis of the applicant's scale, membership of a certain association/group or the number of certification suppliers;
- 2.2.2** 根据申请组织的要求及双方签订的合同, BCC 应及时的按照程序规定对申请组织进行认证(审核), 并对认证活动的公正性、非歧视性、科学性、有效性负责; According to the requirements of applicant client and the contract, BCC shall timely implement the certification (audit) as the procedures, in charge of the impartiality, non-discrimination, scientific city and effectiveness of certification activities;
- 2.2.3** 及时向获证组织提供有关认证的最新信息(包括商业、生产、技术和质量认证审核信息); BCC shall timely provide the certification information (including business, production, technique and quality certification audit information) to the certified client);
- 2.2.4** BCC 仅在拟定的认证范围内规定其认证要求, 有责任对组织足够的客观证据进行评价, 并在此基础上做出认证决定。根据审核结论, 如果符合性的证据充分, 做出授予认证的决定; 如果符合性的证据不充分, 则不授予认证; BCC shall stipulate its certification requirements only in the certification scopes and has the responsibility to evaluate sufficient objective evidences of client and makes decisions on the basis of it. According to the audit conclusions, BCC will authorize the certification to the client which its conformity evidences are sufficient, otherwise not authorize;
- 2.2.5** 按规定定期对获证组织进行监督评审; BCC shall perform the surveillance audit to certified client regularly according to the rules;
- 2.2.6** 对所有申请组织、获证组织提供的信息保密, 未征得组织同意不得向第三方公开(法律规定的例外); BCC shall fully keep the promise of confidentiality for the information of applicant client and certified client, and should not disclose to any third party without the approval of the client( except those involved laws and regulations);
- 2.2.7** 公布关于组织授予、暂停或撤销认证的信息; 认证合格后应及时办理注册、向获证组织颁发认证证书, 并在媒体上予以公布; BCC shall report the information like granting

withdrawing canceling certification. After the certification is qualified, BCC shall timely perform the registration and issue the certification certificate to certified client and publish it in the medium

- 2.2.8** 提供网络渠道供相关方查询认证有效性的信息； BCC shall offer the internet ways to query authentication effectiveness for related parties;
- 2.2.9** 及时按规定处理申请组织、获证组织提出的申诉/投诉、争议，并将处理结果通知对方； BCC shall timely dispose the appeals/complaints and disputes from applicant client and certified client and inform them of the results;
- 2.2.10** 调查获证组织对认证服务的满意度，为认证客户提供满意（承诺）的服务； BCC shall investigate whether the certified organization is satisfied with the certification service, and make sure that the certified clients will be satisfied with certification service;
- 2.2.11** 由于认可机构撤消 BCC 的认可资格，由此引发的不能对组织实施按合同规定要求的认证或保持监督所履行的责任时，BCC 应积极采取补救措施，最大限度地减少认证组织的损失； If the accreditation body withdraws the accreditation qualification of BCC, which leads to BCC can't fulfill certification or surveillance to client according to the contract requirements, BCC will actively take the remedial actions to reduce the losses of certified and applicant client as much as possible;
- 2.2.12** 按相关认证认可主管部门的要求报送注册、暂停、扩大、缩小、撤销、注销和变更等信息。 BCC shall report the information like registration, suspension, extension, reduction, withdrawal, cancellation and modification according to the requirements of relevant certification and accreditation divisions.
- 2.2.13** 严格履行数据安全与网络安全法律责任，依据《数据安全法》和《网络安全法》等法律法规的规定，对认证活动中收集、生成的信息和数据在境内实施本地化存储管理。 Strictly fulfill the legal responsibilities for data security and cybersecurity. In accordance with the provisions of laws and regulations such as the Data Security Law and the Cybersecurity Law, implement localized storage and management within the territory of China for the information and data collected and generated during certification activities.
- 2.2.14** 因 BCC 批准资质注销或被撤销导致客户相关认证证书无法有效保持的，需及时告知客户并做出妥善处理，并承担由此导致的客户在合同上约定或法律认定的经济损失。 If the approval qualification of BCC is canceled or revoked, resulting in the client's inability to effectively maintain relevant certification certificates, BCC shall promptly notify the client, take appropriate measures, and bear the financial losses incurred by the client as stipulated in the contract or determined by law as a result of such circumstances.

### **3 说明： Introductions:**

本文件内容只是针对认证行为的一般性介绍，不成为新世纪检验认证有限责任公司与任何组织具有法律约束力的条款；新世纪检验认证有限责任公司与有关组织的权利义务关系应由经双方有权人士签署的法律文件确定。 The content of the document only aims at general introduction of certification will not be the legally binding terms of BCC Inc. and other organizations. The rights and obligations of BCC Inc. and other related organizations should be confirmed by legal documents signed by the authorized people on both sides.