

4. Confidentiality and impartiality/保密和公正

4.1 KCB shall be responsible for the management of all information obtained or generated during the certification activities. All information shall be deemed to be proprietary and confidential except for information made public by client himself or as agreed between KCB and Client, if in response to complaints. When KCB intends to disclose confidential information to the public, it shall notify Client in advance. Information about Client obtained from sources other than Client (such as complainants and regulatory authorities) shall be treated as confidential information; /乙方对从事认证活动时所获得或产生的所有信息的管理负责。除甲方自己公开的或甲方与乙方之间商定（如为应对投诉）的信息外，所有其他信息均应视为专有信息并应视为保密信息。乙方拟向公众公开保密信息时，应提前通知甲方。从甲方以外的其他来源（如投诉者、监管机构）获得的关于甲方的信息按保密信息处理；

4.2 When KCB provides confidential information to a third party in accordance with legal requirements or contractual arrangements, KCB shall notify Client of the information provided, except under legal restrictions. /当乙方根据法律要求或合同安排向第三方提供保密信息时，乙方应将提供的信息通知甲方，法律限制的情况例外。

4.3 When Client submits an application for certification to KCB, they shall provide KCB with the information of the organization or personnel providing consulting services to ensure that there is no conflict of interest between KCB's related bodies and Client to guarantee the impartiality of the certification. /甲方向乙方提出认证申请时，应向乙方提供为其进行咨询服务的机构和人员信息情况，以确保乙方相关方同甲方不存在利益冲突，保证认证的公正性。

4.4 The Client expressly authorizes KCB to exchange information related to the certification of its Products according to the Scheme with other certification bodies approved by the Scheme Owner, with the Scheme Owner itself and with the approval and authorized accreditation bodies, such as ANAB, in order to check this information as part of its ongoing evaluation, particularly the certification status of the certified Products. The Client shall inform KCB if he does not want its certification information reported to the Scheme Owner to be made publicly available by the latter. In this case, KCB will inform the Scheme Owner of the Client's request. /甲方应明确授权乙方和标准制定方批准的认证机构、标准制定方以及认可机构如 ANAB 交换和认证产品相关的信息，这部分信息，尤其是和产品认证转态相关的信息是当前评估的一部分。如果甲方不希望标准制定方公开向其报告的认证信息，甲方应通知乙方。在这种情况下，乙方将把甲方的要求通知标准制定方。

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 KCB. 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 KCB 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 KCB 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 KCB, and when necessary external observers and auditors, e.g. auditors of the accreditation authorities or the Scheme Owners, access to all documentation and records (including financial 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, allow KCB'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(包含财务记录)、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。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 KCB'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 KCB 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 KCB use the product certification results, shall not be made to KCB, 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 KCB and necessary arrangements shall be made for KCB to investigate the complaint; /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 KCB'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 KCB, 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; /质量管理体系的重要变更; 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. /顾客/相关方重大投诉。

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 KCB'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 KCB 权限的投诉或上诉中, 并同意配合调查。

5.1.16 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。

5.1.17 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, 以同时对相同的纺织交易协会, GOTS 标准进行认证和/或 GOTS 辅料进行审批。

5.1.18 Inform KCB 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 KCB 与纺织交易协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)。

5.1.19 Client has the right to complain and appeal to the accreditation body and the Scheme owners about KCB'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;

5.1.20 If necessary, provide data to and participate in the GOTS relevant surveys and central database system. /如果 GOTS 需要, 可以提供数据并参与 GOTS 的相关调查和中央数据库系统。

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

5.1.22 Allowed GOTS nominated personnel to attend an office assessment of the Certification Body as observers. /允许 GOTS 指定人员以观察员身份参加认证机构的办公室评估。

5.1.23 Except as required under an applicable Program or specified in the Offer, Deliverables shall not be distributed, published, copied, replicated or amended without the KCB'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 KCB 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 KCB /KCB 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 KCB 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, KCB 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 KCB 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, KCB shall have the right to sample and analyze all products applied for certification by Client. Upon confirmation by Client and KCB, KCB shall be responsible for sending samples and the analysis items and laboratories shall be determined by KCB. /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, KCB 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, KCB 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, KCB 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 KCB for failing to meet the conditions at the time of certification or failing to comply with Provisions of KCB; /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 KCB 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。