



THIS AGREEMENT is made this day of

此协议制定于 年 月 日

BETWEEN 合同双方为

- (1) SOIL ASSOCIATION CERTIFICATION LIMITED whose registered office is at South Plaza Marlborough St, Bristol, BS1 3NX, United Kingdom.
土壤协会注册地址在英国的布里斯托尔 BS1 3NX、马尔伯勒街南广场。
("the Proprietors"经营者)

AND 与

- (2) **[Company name (legal entity)公司名称]**

of **[Company (legal entity) address 公司地址]** ("the Client"客户)

VAT Registration Number if within an EU Member State excluding UK: [VAT Reg No.]
除了英国以外的欧盟成员国的 VAT 注册号码

WHEREAS: 鉴于:

- (1) The Proprietors are a wholly owned subsidiary of the Soil Association;
经营者是土壤协会的全资子公司
- (2) The Proprietors are licensed by the Scheme Owner(s) to issue Certificates and/or the use of the Scheme Logo(s) and other specified Trademarks of the Scheme(s);
经营者获得批准，可以颁发证书和/或使用 LOGO 或者其他指定的商标;
- (3) The Client is a producer, processor, distributor, retailer and/or importer of goods and products who is desirous of selling these goods using a responsible forestry description and with or without the use of the applicable Scheme(s)' Trademarks (see Scope of Agreement below);
客户可以是生产商，加工商，经销商，零售商 或者商品进口商，他们期望在其销售的产品上使用负责任的森林描述、自愿加贴适用的商标（见下面的协议范围）;
- (4) The Proprietors have agreed to grant a Certificate providing rights to access non-exclusive license use rights to the Client to use a responsible forestry description and the Scheme Trademarks for such products according to Scheme requirements upon the terms hereinafter contained but not otherwise.

经营者同意授权客户非排他性的证书，并授权客户在基于包含下述条款的产品上使用负责任森林的说明和方案商标，其他产品上则不能使用。

SCOPE OF AGREEMENT

协议范围

This Contract is applicable to Certification under the Schemes identified (X) below.

此合同适用于下面打(X)的认证

The rules, regulations and applicable Scheme Standards form an integral part of this agreement.

此合同适用于下面打(X)的认证

<input checked="" type="checkbox"/>	Forest Stewardship Council® (FSC®) Chain of Custody Certification
<input type="checkbox"/>	Forest Stewardship Council® (FSC®) Forest Management Certification
<input type="checkbox"/>	Programme for the Endorsement of Forest Certification (PEFC™) Chain of Custody of Forest-based Products
<input type="checkbox"/>	Programme for the Endorsement of Forest Certification (PEFC™) National Standards for applicable country
<input type="checkbox"/>	Project Certification FSC only

NOW IT IS HEREBY AGREED as follows:

兹协议如下：

1. DEFINITIONS 定义

In this Agreement (unless the context otherwise requires) the words and expressions set out in the first Column below will have the meanings set out opposite them in the second Column below:

此协议中（除非有其他要求）下面第一栏的词语和表述将在第二栏中给出解释：

"the Documents"文件 Invoices, business records and other documents of the Client as the Proprietors may wish to see before granting a licence to the Client and any information provided by the Client in support of the application to use the Scheme and Trademark(s);
当经营者在授予客户许可证之前可能希望看到的发票、业务记录以及客户提供的任何其他文件。由客户提供的应用于认证计划和商标的任何支持文件。

"the Premises"
经营地址 The Client's premises as above written and additionally specified in the Schedule;
以上填写的客户地址和其他指定的场所；

"the Product"产品 Such goods and products of the Client as the Proprietors have agreed to include in this Agreement as set out in the Schedule;
经营者已经同意包含在此协议中，详情载列于清单里的客户的产品和商品。

"the Proprietors"

经营者

This includes Soil Association Certification Ltd and any representative or agent of the Proprietor;
包含英国土壤协会和任何其他代表以及代理。

"the Qualifying Standards"合格标准

The most recent version of the Woodmark Forest Management and/or Chain of Custody and/or Controlled Wood and/or Project Certification and/or Group Standards and Checklists from time to time published or updated by Soil Association and/or the owner of the applicable Scheme; or the FSC or PEFC Nationally Endorsed Standard for the applicable country
由土壤协会和/或适用认证方案的所有者发布或更新的最新版本的 Woodmark 森林经营认证、产销监管链认证、FSC 受控木材认证和联合认证的标准及检查表。

"the Renewal Date"

复评日期

The date as specified in the Certificate of Registration when the licence granted to the Client to use the Scheme Trademarks expires;
评时间根据注册证书规定，客户允许使用商标的时间开始计算；

"Scheme Trademarks"

商标

The FSC Ticktree Logo, the name 'Forest Stewardship Council A.C..' and the letters 'FSC', as registered by the Forest Stewardship Council A.C. and/or the name 'Programme for the Endorsement of Forest Certification Schemes' and letters 'PEFC' as registered by Programme for the Endorsement of Forest Certification Schemes;
被森林管理委员会注册的 FSC 树形标志，森林管理委员即'Forest Stewardship Council A.C..'的名称和字母“FSC”和/或被森林认证方案认可项目组注册的“森林认证方案认可项目”和字母“PEFC”。

"the FSC Ticktree"

树形标志

The registered Logo Trademark of Forest Stewardship Council A.C., as described and specified in FSC Trademark Standard for Certificate Holders published and from time to time updated by Forest Stewardship Council A.C.
在森林管理委员会发布并及时更新的针对证书持有者的 FSC 商标标准中描述和详细说明了被森林管理委员会注册的商标标志。

"Applicable Schemes"

适用的方案

Forest Stewardship Council (FSC) Chain of Custody Certification, Forest Stewardship Council (FSC) Forest Management Certification, Programme for the Endorsement of Forest Certification (PEFC) Chain of Custody of Forest-based Products, PEFC Forest Management Scheme as indicated under Scope of Agreement above;

森林管理委员会（FSC）的产销监管链认证
森林管理委员会森林管理认证
基于林产品的产销监管链 PEFC 认证，
上文协议范围内中指定的方案

“Scheme Owner”

项目所有人

Forest Stewardship Council (FSC) and/or Programme for the
Endorsement of Forest Certification (PEFC).

森林管理委员会（FSC）和/或森林认证体系认可项目（PEFC）。

2. BASIS OF AGREEMENT 协议的基本内容

- 2.1 After the date of this Agreement the Client has agreed to supply to the Proprietors such details as they may require relating to the Premises and the Product, the nature, quality and origin of components of the product, the Client's production processing and handling methods, and the Client's Documents and record keeping procedures;
达成此协议后客户同意向经营者提供详细信息，例如经营地址、产品、产品的性质，特性和组成，产品的生产过程，处理方法以及客户的文件及保存流程记录；
- 2.2 After the date of this Agreement, the Proprietors have agreed to inspect the Premises and the Documents of the Client and to determine whether the Client complies with the Qualifying Standards in relation to the Product, the Product labeling and the Premises in accordance with the provisions thereof;
此协议生效后，经营者去现场检查客户的生产场所和文件，决定客户是否符合相关产品，产品标签及相应规定场所标准的要求；
- 2.3 The Client warrants to the Proprietors the accuracy of the details and Documents supplied to or inspected by the Proprietors and acknowledges that the Proprietors have entered this Agreement on the basis of such inspection of the Premises, Documents and details;
客户向经营者保证，提供的详情及文件是正确的，客户承认经营者基于这些检查的现场，文件及详细信息已经达成此协议；
- 2.4 The Client warrants to the Proprietors that no material information shall be withheld;
客户向经营者保证，没有保留其他重要信息；
- 2.5 The Proprietors accept that the Client shall not be obliged to use the applicable Scheme(s)' Trademarks on the Product but may do so at its own discretion in accordance with the Scheme rules and requirements; the terms of this Agreement continue to apply whether or not the applicable Scheme(s)' Trademarks are used;
经营者接受客户不强强制性的在产品上使用 FSC 标签而是根据自己的判断来选择是否在产品上贴标签；无论 FSC 标签是否使用，本协议的条款仍然适用；
- 2.6 The Proprietors shall not be obliged to issue or maintain a Certificate previously issued to the Client if the Client's activities, in the sole opinion of the Certification Body, reflect badly on the good name of that Certification Body and/or conflict with the Certification Body's accreditation obligations;
如果客户的行为在认证机构看来会影响认证机构的声誉和/或认证机构的认可资格，经营者不能够被强行要求颁发证书或者维持以前颁发的证书；

- 2.7 The Proprietors reserve the right to revise the requirements of certification and/or the Qualifying Standards from time to time and within the period of validity of the Certificate(s) in accordance with the applicable Scheme(s)' accreditation requirements; 按照适用方案的认证要求，在证书的有效期内，经营者保留实时修改认证要求和合格标准的权利；
- 2.8 This Agreement takes precedence over all previous Agreements between the Proprietors and the Client.
此协议优先于经营者和客户之前的所有协议。
3. LICENCE
许可
- 3.1 The Client shall comply with the licensing requirements of the applicable Scheme.
客户应满足认证注册要求。
- 3.2 Upon completion of the inspection specified under clause 2.2 hereof and upon the decision by the Proprietors that the client complies with the Qualifying Standards in relation to the Product, the Product labeling and the Premises in accordance with the provisions thereof, the Client will thereafter be issued with a Certificate of Registration relevant to the appropriate Scheme(s) by the Proprietors;
根据 2.2 条款完成检查，并且根据经营者的决定判断，客户的相关产品、产品标签和经营场所符合此前规定的合格标准，经营者将会向客户颁发经过注册的证书；
- 3.3 A valid Certificate(s) of Registration issued in accordance with the Scheme's licensing requirements will license the Client, until the Renewal Date, to use a responsible forestry description and to use the Trademarks of the applicable Scheme(s) in the manner as specified by the Scheme Owners only upon the Product as specified in the Certificate of Registration and/or accompanying Schedule in accordance with this Agreement and the Qualifying Standards;
按照计划的许可要求，所颁发的有效注册证书将会允许客户在证书的有效期之内使用负责责任的森林的说明，FSC 树形标志及 FSC 标签。能够使用标签的产品必须是符合此协议要求及标准要求的，在注册证书和/或清单上说明的，并且在客户的场地生产，加工，销售的产品；
- 3.4 The Certificate(s) of Registration shall remain the property of the Proprietors and must be returned to the Proprietors at the request of the Proprietors.
经营者保留注册证书的所有权，一旦经营者要求，必须将证书返还给经营者。
4. GUARANTEE OF QUALITY
质量保证

The Client has read the Qualifying Standards and agrees to abide by them including any additions, amendments or variations from time to time made by the Proprietors or any other person or body which are notified to the Client.

客户已经阅读了合格标准并同意遵守其中的任何条件，标准的任何修订和变化将会被经营者其他机构和人员及时更新，通知给客户。

5. ASSIGNMENT 转让

The Licence shall be personal to the Client and shall not be assignable.
许可只针对客户自己，不可转让

6. OBLIGATIONS OF THE CLIENT 客户的义务

The Client shall:-
客户应该:

- 6.1 Hereby acknowledge that title and full ownership of intellectual property rights are exclusive to the Scheme owner and nothing shall be deemed to constitute a right for the client to use or caused to be used any applicable intellectual property rights;
特声明：知识产权的名称和全部所有权是项目所有者独享的，任何人不得以任何方式使用该项知识产权的任何部分；
- 6.2 Immediately inform the Proprietors of any knowing infringement of Scheme Trademarks and will support the Proprietors in such action that the Proprietors consider appropriate;
当得知任何侵害 FSC 商标的情况时，应当马上通知经营者，并且在适当的情况下支持经营者；
- 6.3 Immediately inform the Proprietors if it is proposed to use on the Premises or in the Product any substances, treatments or practices other than those in use at the time of the supply of details and inspection of the Premises and Documents in accordance with Clauses 2.1 and 2.2 hereof, except such substances, treatments or practices as are clearly and specifically permitted by the Qualifying Standards;
如果计划在经营场所或者在产品上使用任何其他，申请时具有详细说的处理或者实践方法，并且经营场所的检查和相关文件符合 2.1,2.2 条款，此外，处理或者实践方法作为合格标准允许的依据；
- 6.4 Permit the Proprietors as they should so determine to enter the Premises to inspect the same and any relevant details and Documents to ensure compliance with the terms of this Agreement and the Qualifying Standards, at any reasonable time without prior notice, and in any case at least once each year until the Renewal Date, at the expense of the Client according to the attached Schedule;
在合理的时间，不提前通知的情况下，在证书终止期前，至少每年一次准许经营者到其场所检查任何相关的资料及文件以保证其符合协议及标准的条款，产生的费用按照附件报价信中的规定由客户支付；
- 6.5 Permit the Proprietors to enter the Premises and take samples for analysis of the Product, its components or any substances used, at any reasonable time without prior notice;
在合理的时间，不提前通知的情况下，允许经营者进入其场所抽样并分析其产品的组成成分；
- 6.6 Upon the issue of the Certificate of Registration by the Proprietors, agree to implement the conditions detailed in relation to any identified non compliance within the times specified;

根据经营者颁发的注册证书，同意在指定时间内落实关于任何已认定的不符合项的详细条款；

- 6.7 Submit to the Proprietors samples of the Client's proposed labels and printed packaging which makes use of a responsible forestry description or the Scheme Trademarks prior to proceeding to publish, print or otherwise disseminate such labels or printed packaging;
在发布、印刷或者以其他方式宣传以前，向经营者提交其客户要求的标签样本及印刷在包装物上的负责任的森林描述；
- 6.8 Shall comply with all requirements of the Proprietor and Scheme owners regarding claims, Logos, certification marks and/or Trademarks as published and from time to time updated by the Proprietor and/or Scheme owner.
关于声明，LOGO，认证标识和/或发布的商标应满足经营者和项目所有者的全部要求，经营者和项目所有者会时时更新。
- 6.9 Generally abide by the Qualifying Standards in relation to the Product, the Product labeling and the Premises in accordance with the provisions thereof;
遵守与相关产品，产品贴标及与之前规定的经营场所相符的合格标准；
- 6.10 Indemnify the Proprietors against any claim or proceedings relating to any misrepresentation made by the Client or misrepresentation arising from the sale of the Client's Product, and against any liability loss or damage arising directly or indirectly from such sale, howsoever caused;
保护经营者免受任何由于客户虚假陈述或者由于客户产品的销售引起的虚假陈述而造成的索赔或诉讼，免受任何由于销售造成的直接或者间接的赔偿或损害；
- 6.11 Permit a nominated representative of the applicable Scheme owner(s) to access remotely or enter the Premises to inspect the same and any relevant details and Documents to ensure compliance with the terms of this Agreement and the Qualifying Standards whether considered by the Client confidential or not, at any reasonable time without prior notice;
在合理的时间和没有提前通知的情况下，允许项目所有者任命的代表，远程或直接进入其经营场所检查相同和任何相关的文件资料，无论该资料被客户认为是机密与否，都应确保遵守本协议和合格标准的条款；
- 6.12 Permit the Proprietors to make the name and address of the Client and a description of Products covered by the Certificate publicly available, together with publication of other such information as specified by the applicable Scheme(s)' accreditation requirements.
允许经营者对证书上客户的名称、地址和证书上覆盖的产品说明以及其他信息，例如适用项目的认可要求向公众公开。
- 6.13 In the event that a Certificate is suspended or withdrawn the Client shall co-operate with the Proprietor and the Scheme Owner to: immediately cease to make or allow to be made any use of the Scheme Trademarks, or sell or allow to be sold any products previously considered as certified and/or labelled or marked using the Scheme Trademarks, or make any claims that imply that they comply with the requirements for certification. The Client shall at its own expense remove all uses of FSC's name, initials, logo, certification mark or trademarks from its products, documents, advertising or marketing materials.

在证书暂停或被注销的情况下，客户应该与经营者和项目所有者合作：立刻停止使用任何项目商标，停止销售任何之前以此项目名义销售并且粘贴和使用此项目商标的产品，不能使用任何声明以暗示其符合认证的要求。客户应该自费去除所有产品，文件，广告宣传或者市场宣传材料上的 FSC 名字，缩写，标志，或认证标识。

- 6.14 In the event that a Certificate is suspended or withdrawn the Client shall return the certificate to the certification body or destroy the original, and commit to destroy any electronic copies and hardcopies in their possession;
在证书暂停或者撤销的情况下，客户应该将证书返还给认证机构或者销毁原件，并承诺销毁所拥有的所有电子档的副本和拷贝件；

- 6.15 In the event that a Certificate is suspended or withdrawn the Client shall identify all relevant existing customers, and advise those customers of the suspension or withdrawal in writing within three (3) business days of the suspension or withdrawal, and maintain records of that advice.
在证书暂停或者撤销的情况下，客户应该识别所有现有相关客户并在证书暂停或终止后 3 个工作日内以书面形式通知这些客户证书已经暂停或者撤销，建议保留通知的记录。

- 6.16 Inform the Proprietor of any changes in management circumstances and/or resource conditions that could materially impact upon the continued validity of any issued Certificate.
当客户管理环境和/资源情况发生变化，这些变化会影响到颁发的证书持续有效性时应及时通知经营者。

- 6.17 Abide by all provisions of CNCA and only promote and use the certification conclusions outside mainland China.
遵守 CNCA 规定并 仅在中国大陆以外宣传和认证结果。

7. CONSIDERATION 报酬

- 7.1 The Client shall pay to the Proprietors, or their nominated agents, in respect of this Agreement a fee which shall be payable at the rate and terms determined by the Proprietors according to the attached Schedule, all fees and costs shall be paid in a timely manner according to the terms of the Schedule;
客户应该按照附表中经营者所规定的条款，支付给经营者或者他们指定的代理商关于此协议的费用，所有的费用应依据附表条款及时支付；

- 7.2 After the first year of this Agreement, the Proprietors reserve the right to review the charges specified under clause 7.1 hereof on an annual basis and shall cause them to be published at the beginning of each calendar year such charges being applicable by giving three months written notice to the Client.

签订此协议的第一年，经营者保留对此协议 7.1 条款中年度收费依据的审查的权利，并且在每个日历年初公布，三个月内书面通知客户适用的费用。

8. DURATION 持续时间

The Client's rights to use the Licence shall commence on the date of issue of the Certificate of Registration and shall be granted until the Renewal Date unless determined in accordance with the provisions of clauses 9 or 10 hereof.

客户使用许可的权利始于注册证书的颁发日期，复评之前始终有效，除非决定按照此协议中条款 9 和条款 10 的内容执行。

9. ORDINARY TERMINATION 正常终止

9.1 The Client or the Proprietors may terminate this Agreement in whole or in part by giving three months written notice to the other party.

客户或经营者可以向另外一方提前 3 个月以书面通知的情况下终止部分或者全部协议。

9.2 In the case of reduction, suspension or withdrawal of the scope of the Proprietors' accreditation, the certificates of the Client will be suspended ipso facto within six (6) months after the date of reduction, suspension or withdrawal of scope.

在经营者认可范围减少、暂停或撤销的情况下，客户的证书将在范围减少、暂停或撤销之日起的 6 个月内依据事实被暂停。

10. TERMINATION FOR CAUSE BY THE PROPRIETORS 经营者终止协议

The Proprietors may terminate this Agreement forthwith and without prior notice for cause including but not limited to:

经营者在出现下列情况时可以不用提前通知即可终止此协议，包括但不限于：

10.1 If the details and the Documents supplied to and inspected by the Proprietors shall be inaccurate, incomplete or otherwise misleading;

如果提供的资料内容和文件被经营者检查为不准确的，不完整的或者是误导性的；

10.2 If the Product of the Client is not of such commercial Standards as is acceptable to the Proprietors;

如果客户的产品不符合经营者的商业标准；

10.3 If the Client (including, in the case of a firm, any partner thereof) has a winding up petition filed against it or a resolution for winding up is passed, or a Receiver is appointed of the whole or any part of its undertaking, or if the Client commits an act of bankruptcy, or has a bankruptcy petition filed against him or is unable to pay debts as they fall due, or (in the case of a partnership) is dissolved, or makes assignment agreement or composition with creditors or ceases or threatens to cease to trade;

如果客户（包括公司和任何合作方）有清盘申请或清盘的决议获得通过，或者接收人被指定全部或部分实施，或者如果客户采取破产行为，或者客户有针对他的破产呈请，或客户无力偿还到期债务，或者客户（对于合伙而言）解散，或者客户与债权人制定分配协议或达成和解，或者客户停止贸易或有停止贸易的可能；

10.4 If the Client is in breach of any of the terms of this Agreement or of the Qualifying Standards, except in cases where a third party, for example a statutory undertaker or public utility, acquires an interest in land subjected to the certification agreement, with the intention of undertaking upon it activities contrary to the terms of the agreement, in which case the land shall be removed from the agreement following consultation with the Proprietors.

如果客户违反本协议或合格标准下的任何条款，除非是因为第三方，如法定承办人或公用事业收购与认证协议相关的土地权益并随之开展违反协议条款的各种活动，在这种情况下，在与经营者协商后这块土地需从客户与经营者签订的协议中删除。

- 10.5 If due to circumstances beyond the control of the Proprietors*, a certification decision to maintain the certificate cannot be taken, the Proprietors will suspend the certificate at the latest 6 months after the closing meeting of a surveillance audit. The maximum period that a certificate shall remain suspended before it is withdrawn for these cases is 12 months.

如果发生超出经营者控制范围外的情况而无法做出保持认证的认证决定。经营者将在监督审核的末次会议后不迟于 6 个月暂停证书。这种情况下，在撤销证书之前暂停最长保持 12 个月。

*these circumstances may include, but are not limited to, the client or other parties preventing the use of audit findings or finalisation of audit report.

这些情况包括但不限于：客户或者其他方阻碍审核发现的使用或者审核报告的定稿。

11. SEVERABILITY 可分割性

In the event that any provision of this Agreement shall be void or unenforceable by reason of any provision of applicable law it shall be deleted and the remaining provisions hereof shall continue in full force and effect.

若本协议的任何条款，因适用法律的规定无效或不能强制执行，应予以删除，但本协议的其他条款仍具有充分的法律效力。

12. LAW AND JURISDICTION 法律和管辖

This Agreement shall be governed by and construed in all respects to be in accordance with the Law of England and the Client hereby submits to the jurisdiction of the English Courts.

本协议应受英国法律有关规定的管辖和保护，因此客户应服从英国法院相关方面的权利。

13. INTERPRETATION 解释

The masculine shall include the feminine, the singular shall include the plural and vice versa.

阳性名词应包括阴性名词，单数应包含复数，反之亦然。

14. NOTICES 通知

Any notice to be given by either party to this Agreement to the other shall be in writing and be delivered by e-mail, hand or sent by ordinary post to the last known address of the addressee and shall be deemed to have been given, in the case of e-mail when a "return receipt" is received, in the case of hand delivery immediately, and in the case of a letter three business days after posting.

此协议中的任何一方发给另一方的任何通知应以书面形式，邮件或专人亲手送达或普通邮递方式送到收件人的最新地址。在收到邮件回执、亲手送达到的那一刻或邮信发出的三个工作日后的情况下，即被视为已收到通知。

15. ARBITRATION 仲裁

Any dispute in connection with the right of the parties to this agreement, or any other matter whatsoever arising there from shall be referred to an arbitrator agreed between the Proprietors and the Client, and the provisions of the Arbitration Act 1996 shall apply accordingly.

此协议的任何有关当事人权利的纠纷，或无论产生的任何其它问题，需被提交至经营者与客户同意的仲裁人，英国仲裁法（1996）的规定也相应地适用。

16. CONFIDENTIALITY 保密性

The Proprietors undertake to keep confidential any confidential information relating to the Client supplied by the Client in accordance with the requirements of this Agreement.
经营者保证会对客户提供的依照此协议要求的相关保密信息进行保密。

17. This is a translation of the Woodmark QMS document. In case of legal dispute, the English version takes precedence.

此文件为 Woodmark 质量管理文件的翻译版，一旦产生法律纠纷，概以英文版本为准。

IN WITNESS Where of the parties hereto have caused this Agreement to be signed on their behalf the day and year first before written

兹证明

双方共同做出此协议，遂于前文所述日之日期双方授权的代表签署此协议

SIGNED by (PLEASE PRINT NAME HERE IN BLOCK CAPITALS): 签署人(请用正楷打印名字):	KEVIN JONES
JOB TITLE: 职务:	Head of Forestry
SIGNATURE:	
(or on behalf of Soil Association Certification Ltd 代表英国土壤协会认证有限公司)	

SIGNED by (PLEASE PRINT NAME HERE IN BLOCK CAPITALS): 签署人(请用正楷打印):	
JOB TITLE 职务:	
SIGNATURE 签名:	
(or on behalf of [Company name (legal entity)] 代表[公司名称])	

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