



## Overseas Organic Agricultural Products Certification Service Contract

### 有機農產品驗證服務合約書

Contract no. 合約編號：

**Universal Certification Service Co., Ltd (Hereinafter referred to as Party A 甲方)**

**Contractor:**

**(Hereinafter referred to as Party B 乙方)**

Signing the rights and obligations that both parties shall abide by for organic agricultural product certification, both parties agree that Party A will conduct Party B's organic agricultural certification service and agree on this contract, the agreement is as follows: 簽訂有機農產品驗證雙方應遵守之權利及義務，雙方同意由甲方辦理乙方之有機驗證服務，並訂立本合約書，約定如下：

#### **Article 1: Definition of terms used in this contract 第一條：本合約書用詞定義**

1. Production place: premises involved in the production, processing, packaging, or distribution of organic agricultural products or in-conversion agricultural products. 生產場：指生產、加工、分裝或流通有機農產品及有機轉型期農產品過程所涉之場所。
2. Surveillance: an audit performed by Party A to verify that the certified operator keeps complying with the certification standards within the valid certification period. 追蹤查驗：指甲方為確認經驗證通過之農產品經營者，於驗證有效期間內持續符合驗證基準所為之查驗。
3. Renewal audit: an audit conducted by Party A before the valid certification period ends to determine whether a certified operator may maintain its certified status. 展延查驗：指甲方為確認經驗證通過之農產品經營者，於驗證有效期間屆滿後得否再取得驗證通過所為之查驗。
4. Extensional audit: an audit conducted by Party A to determine whether a certified operator may extend its certification scope within the valid certification period. 增列查驗：指甲方為確認經驗證通過之農產品經營者，於驗證有效期間內得否增加驗證範圍所為之查驗。
5. Certification standards, categories, and items of agricultural products: the certification standards, categories, and items of agricultural products established by the Central Competent Authority in accordance with paragraph 3 of Article 12 of Organic Agriculture Promotion Act. 驗證基準、農產品類別、品項：指中央主管機關依有機農業促進法第十二條第三項訂定之驗證基準、農產品類別、品項。
6. Operators: a natural person; a farm, ranch, aquafarm, organization, agricultural production and marketing group incorporated or registered pursuant to law; a legal entity obtaining a company license or business registration certificate; an authority (institution), school, or legal entity. 農產品經營者：指自然人、依法設立或登記之農場、畜牧場、水產養殖場、團體或農業產銷班、



領有公司或商業登記證明文件者、機關(構)、學校或法人。

7. Group certification: the group certification stipulated in Regulations for Approving and Supervising Organic Accreditation Bodies. 集團驗證: 指有機農產品認證機構許可及監督管理辦法所定之集團驗證。
8. Accreditation body: According to Article 11 of Organic Agriculture Promotion Act, the organic accreditation body of Party A is Taiwan Accreditation Foundation (TAF). 認證機構: 依「有機農業促進法」第 11 條, 甲方有機農產品認證機構為財團法人全國認證基金會(TAF)。

**Article 2: Certification categories and certification type of organic agricultural products: 第二條: 有機農產品驗證類別、驗證方式:**

Certification category 驗證類別:

- Organic crops 有機作物;
- Organic processing, packaging, and distribution 有機加工、分裝及流通

Certification type 驗證方式:

- Individual certification 個別驗證;
- Group certification 集團驗證

**Article 3: Costs of certification and payment methods: 第三條: 驗證費用及付款方式:**

1. Estimated costs of certification: The content of the “Overseas Organic Agricultural Products Certification Service Quotation” is estimated based on the certification scope of “Overseas Organic Agricultural Products Certification Application Form” filled by Party B / certified scope of certificate. If the auditor of Party A discovers the discrepancy between the content of audit and “Overseas Organic Agricultural Products Certification Application Form” while reviewing the documents or conducting on-site audits; there are changes in laws and regulations; there are changes required by the program owner; there is any other factor that cannot be foreseen at the time of signing the contract; therefore, there are adjustments of audit day, sampling item, sampling quantity and analyzed item, etc., Party A can adjust the costs of certification in accordance with the regulations. If Party B disagrees to the increased fee and causing Party B cannot obtain the certificate according to the regulations, Party A can terminate this contract without the consent of Party B and shall not be liable for any legal or indemnity liability. 預估驗證費用明細:「境外有機農產品驗證服務報價單」之內容係依據乙方填寫「境外有機農產品驗證申請基本資料表」之驗證範圍/已驗證之驗證證書範圍以預估之方式作為計算。惟甲方稽核員於文件審查或實地稽核時,若發現查核之內容與「境外有機農產品驗證申請基本資料表」有所出入、或因法令變更、方案擁有者要求變更等,於簽約時無法預見之因素,而有調整稽核人天數、採樣項目、採樣數量及分析項目等工作時,甲方得依規定調整驗證費用,如乙方不



同意增加費用，致乙方無法依法取得驗證時，甲方得不經乙方同意即逕自終止本合約，且不負任何法律或賠償責任。

2. Costs of certification and payment methods are as follows: 驗證費用收費及付款方式如下：
  - (1) Party A is exempted from paying for the products, materials or substances sampled for testing. Party B shall pay the product testing fee listed in the quotation. If supplementary (additional) testing is required, the additional cost shall be borne by Party B. Before the product samples are sent for testing, Party B shall pay the product testing fee. 甲方辦理產品、資材或物質抽樣檢驗，免給付價款。甲方需繳交報價單列之產品檢驗費。若需補(增)驗，額外費用應由乙方負責。產品樣品在送樣檢測前，乙方應繳交產品檢驗費。
  - (2) Two weeks prior to the departure date of the on-site audit, Party B shall pay 50~70% of payment listed in "Overseas Organic Agricultural Products Certification Service Quotation" and provide remittance slip for reference. Party B shall settle the remaining final payment (30~50% of the quotation) before the release of certificate. Kindly noted that the quotation is including certification fee, product testing fee, translation fee, transportation fare and accommodation fee; the payment aforementioned is tax included. 乙方應於現場稽核出發日期之兩週前繳付「境外有機農產品驗證服務報價單」所列款項的 50~70%，並提供匯款單備查。乙方應於核發驗證證書前結清尾款(報價的 30~50%)。請注意報價中包含驗證費、產品檢驗費、翻譯費、交通及住宿費，上述款項皆含稅。
  - (3) The valid certificate period is three years, and the costs of certification shall be paid annually for surveillance. Before the on-site audit of surveillance, Party B shall pay the costs of certification based on "Overseas Organic Agricultural Products Certification Service Quotation" of the year. Unless there are changes in laws and regulations; changes required by the program owner; adjustments of the content; any other factors that cannot be foreseen at the time of signing the contract; therefore, there are adjustments of audit days, sampling items, sampling quantity and analyzed items, etc., Party A can adjust the costs of certification in accordance with regulations. If Party B disagrees to the increased fee and causing Party B cannot obtain the certificate according to the regulations, Party A can terminate this contract without the consent of Party B and shall not be liable for any legal or indemnity liability. 驗證有效期間為三年，每年度追蹤查驗須繳交驗證費用，乙方應於每次追蹤查驗前，依該年之「境外有機農產品驗證服務報價單」繳交當次之驗證費用。惟如因法令變更、方案擁有者要求變更、項目調整等於簽約時無法預見之因素，而有調整稽核人天數、採樣項目、採樣數量或分析項目等工作時，甲方得依規定調整驗證費用，如乙方不同意增加費用，致乙方無法依法取得認證時，甲方得不經乙方同意即逕自終止本合約，且不負任何法律或賠償責任。
3. Party B shall arrange the payment according to Party A's provisions within the specified timeline after receiving "Debit note". If the payment is not settled by the due date, Party A may stop Party B's application or suspend the certification qualification temporarily or revoke the issued certificates. Payment detail of the remittance is as below: 乙方應於收到「繳款通知書」後，在指定時間之內依甲方規定繳款方式與期限繳納費用。若屆期末支付，甲方得以停止乙方之申請案或暫時終止驗證資格或撤銷已核發之證書。匯款明細如下：

Beneficiary: UNIVERSAL CERTIFICATION SERVICE CO., LTD.  
TAIWAN BUSINESS BANK / NANKING EAST ROAD BRANCH



No.311, Sec. 3, Nanjing E. Rd., Songshan Dist., Taipei City 105, Taiwan

SWIFT CODE: MBBTTWTP090

Account No: 090-50-01820-1

Details of Charge: SHA (Paying bank and intermediary bank charges borne by beneficiary; originator's bank charges borne by applicant.)

#### Article 4: Certification application stage 第四條：申請驗證階段

1. The documents below shall be submitted by Party B applying for the certification: 乙方申請驗證應提供下列文件：
  - (1) Identification documents. (Example: ID card, factory registration certificate, business registration certificate). 身分證明文件。(例如：身份證、工廠登記證、商業登記證)。
  - (2) Information about the geographical location of the production place. (Applicants for organic crops: land registration transcript of all production places, and the lessee shall enclose relevant supporting documents (including supporting information of all site conditions and production scopes for the certification scope of the application); applicants for organic processing, packaging and distribution: the geographical location information of the production plant (field), including mark of land location and a nearby map which is sufficient for identification). 生產場地理位置資料。(申請有機作物者：所有生產地址之地籍謄本，承租者應檢附相關證明文件(包含申請驗證範圍涵蓋之所有場域現地狀況與生產範圍佐證資料)；申請有機加工、分裝及流通者：生產廠(場)地理位置資料，包括土地坐落標示及足以辨識之鄰近地圖)
  - (3) Production plan or process description subject to the certification standards. The operators subcontracting others to produce, process, package, distribute, or sell products shall submit the subcontracting production plan or process description. 依驗證基準之生產計畫或製程說明。有委外作業者應併附委外生產計畫或製程說明。
  - (4) Records and documents related to the maintenance of its organic operation system, including:
    - 4.1 Operation records. 作業紀錄。
    - 4.2 Ingredient and material procurement and inventory records. 原料及資材採購與庫存紀錄。
    - 4.3 Product production and sale records. 產品產銷紀錄。
    - 4.4 Management records of production land, facility, and environment. 生產活動用地、設施及環境管理紀錄。
    - 4.5 Certification history. 驗證歷史紀錄。
    - 4.6 Customer complaint records. 客戶抱怨紀錄。
    - 4.7 An operator applying to multiple certification bodies for certification shall also submit the



self-management mechanism and relevant records. 若有向多家驗證機構申請驗證者，應另附自主管理機制及相關紀錄。

Applicants for group certification (with a management center is established to be responsible for business planning and implementing and the produced organic agricultural products and in-conversion agricultural products are labeled and sold in the name of the group) shall also submit the following documents in addition to the above documents 4.1~4.7 to Party A for application: 申請集團驗證者(設有管理中心負責業務規劃及執行、產製之有機農產品及有機轉型期農產品以集團名義標示銷售)，除上述 4.1~4.7 點文件外，應併附下列文件向甲方出申請：

4.8 Supporting documents regarding the contractual or other legal relations between and among all members and the management center. 所有成員與管理中心有契約或其他法律關係之證明文件。

4.9 Quality management system documents, relevant operating procedures, and execution records of the management center. 管理中心品質管理系統文件、相關作業程序書及執行紀錄。

4.10 Records of at least one round of self-audit on the management center. 至少一次之管理中心自我查核紀錄。

4.11 Records of at least one internal inspection conducted by the management center on all members. (Continuously operate under the supervision of the management center, and meet the requirements and rules thereof.) 管理中心對所有成員至少一次之內部稽核紀錄。(持續接受管理中心之監督，並符合其規範及要求)

(5) Other documents required by the Central Competent Authority or Party A as follows: 其他經中央主管機關或甲方指定之文件，如下：

5.1 Field area map indicating each production place / Maintenance record sheet of buffer zone. (Applicable to organic crops) 每個生產場地農場區域圖/緩衝帶維護紀錄表。(適用於有機作



物 )

5.2 Provide the proportion of qualified organic raw materials and other additives used in processed products. (Applicable to organic crop with self-produced processed agricultural products / Organic processing) 提供加工產品使用合格有機原料及其他添加物比例。(適用於有自產農產加工之有機作物/有機加工 )

5.3 Provide relevant records of parallel production. (Applicable to organic crops. The relevant records include land number/GPS information, area, crop items, use of materials, use of appliances, how to distinguish certified and non-certified products, production and sales records) 提供平行生產相關紀錄。(適用於有機作物，其相關紀錄包含地段號/定位、面積、作物品項、資材使用、器具使用、如何區分已驗證與非驗證產品、產銷紀錄 )

2. Certification procedures and operation period of each procedural stage carried out by Party A shall include: 甲方辦理驗證之程序及各階段程序之作業期限，包括：
  - (1) Certification procedures shall include documents review, on-site audit, product sampling for testing, and certification decision, and Party B shall be notified of the results in writing. However, if according to risk assessment, or no products are available for testing due to the factor of force majeure, Party A may test other part of the plant thereof. If considered necessary, Party A may sample a proper quantity of materials or substances used by Party B for testing purposes. 驗證程序包括辦理文件審查、實地稽核、產品抽樣檢驗及驗證決定之程序，並將結果以書面通知乙方。但甲方經風險評估，或作物因不可抗力因素致無產品可供檢驗者，得就其植株辦理檢驗。另甲方認有需要，得適量抽驗乙方使用之資材或物質。
  - (2) Party A determines each procedural stage in “UCS-OW-001 Overseas Organic Certification Operation Instructions”, and the total duration of the operations shall not exceed six months. However, this period shall not include the time period to make corrections or improvements notified to Party B. 甲方就各階段程序訂定「境外有機驗證作業指導書」，其合計不得超過六個月。但經通知乙方補正或限期改善之期間，不列入計算。
  - (3) If the time limit of the aforesaid operation period exceeds due to the reasons attributable to Party A, it will be treated as violation of contract. 因可歸責於甲方之事由，致逾越前款作業期限，以違約之處理方式。
  - (4) Party A is exempted from paying for the products, materials or substances sampled for testing. 甲方辦理產品、資材或物質抽樣檢驗，免給付價款。
3. The reasons for rejecting application of certification shall include the following items: 申請驗證案件不合格之事由，包括下列情形：
  - (1) The production, processing, packaging, or distribution process of the agricultural products applying certification does not comply with the certification standards, and such



non-compliances are critical. 申請驗證農產品之生產、加工、分裝或流通過程未符合驗證基準，且情節重大。

- (2) Where the percentage of organic and in-conversion ingredients of the respective agricultural products applying for certification accounts for less than 95 %. 申請驗證之農產品，其有機、有機轉型期原料含量低於百分之九十五。
  - (3) Where the on-site audit cannot be conducted within six months after the document review due to reasons attributable to Party B. 因可歸責乙方之事由致書面審查後六個月內無法進行實地稽核。
  - (4) Where Party B, without good cause shown, fails to make corrections or improvements within the given time limit notified by Party A. 經通知補正或限期改善，無正當理由屆期末補正或改善。
  - (5) Where the test result indicates the product contains prohibited substances. 產品檢驗結果含有禁用物質。
  - (6) False document or information is provided that can result in serious consequences. 提供不實文件或資訊，且情節重大。
  - (7) Where the certification procedure cannot be completed within a one-year period after the date of accepting the application for reasons attributable to Party B. 自申請案受理之次日起，因可歸責乙方之事由逾一年未完成驗證程序。
  - (8) Within one year after the certified status is terminated by Party A or other certification body due to the violation of Organic Agriculture Promotion Act. 違反有機農業促進法規定經甲方或其他驗證機構終止驗證資格未滿一年。
4. When requested by Party A, Party B can authorize Party A to apply for or obtain supporting documents related to the application with the relevant local authority. 當甲方要求時，乙方得授權甲方逕行與相關地方權責單位申請或取得與申請案有關之證明文件。

#### Article 5: Post-certification stage 第五條：驗證合格後階段

1. Circumstances under which Party B shall take the initiative to apply to Party A for an amendment to the certificate of organic certification or in-conversion certification include the following: 乙方應主動向甲方申請變更有機農產品、有機轉型農產品驗證證書之情形，包括下列情形：
  - (1) Change of the name or address of the operator, or the name of its statutory person responsible. 農產品經營者名稱、地址或負責人變更。
  - (2) The certification scope is reduced in terms of the certified site, area or certified product item. 減列驗證場區、面積、驗證產品品項。
  - (3) Reduction of group certification members. 減列集團驗證成員。

After the relevant materials have been submitted and the application in the previous paragraph has been reviewed and approved, Party A shall issue a replacement certificate with the same period of validity as the original certificate. 前項申請案件經檢附相關資料並經審查符合者，甲方依原證有效期間換發證書。



2. Circumstances under which Party B shall take the initiative to apply to Party A for review including the following: 乙方應主動通知甲方申請審查之情形，包括下列情形：
- (1) Changes in the production process of organic agricultural products and in-conversion agricultural products, or changes in the operating system maintaining organic integrity as well as the subcontracting production process. 有機農產品及有機轉型期農產品之產製過程或維持有機完整性運作之系統變更，及委外生產業務之變動。
  - (2) Changes in the use of materials and substances. 資材及物質使用之變動。
  - (3) Change in the overprinting container or packaging. 套印標章之容器或包裝之變更。
  - (4) Changes in subcontracting farmers. 委外代耕生產者之變動。
  - (5) Changes in the surrounding facilities, environment and agricultural production conditions of the certified site. 驗證場域周邊設施、環境及農產品生產情形之變動。
  - (6) Change of suppliers (applicable to processing, packaging and distribution). 供應商之變更 (加工、分裝及流通適用)。

If Party A reviews the change and determines that it is likely to affect the results of the original certification, the certification shall be conducted on the change by Party A. 甲方就變更部分審查，認定足以影響原驗證結果者，甲方應就變更部分驗證。

3. Circumstances under which Party B shall take the initiative to apply to Party A for an extensional audit include the following: 乙方應主動向甲方申請增列查驗之情形，包括下列情形：
- (1) An extension of certification site and area. 增加驗證場區、面積。
  - (2) An extension of agricultural product items to be certified. 增加驗證農產品品項。
  - (3) An extension of group certification members. 增加集團驗證成員。
- When Party B submits relevant materials to apply for and has passed the extensional audit stipulated in the previous paragraph, Party A shall issue a replacement certificate with the same period of validity as the original certificate. 乙方檢附相關資料申請前項增列查驗通過者，甲方依原證有效期間換發證書。
4. Regarding the use of certificate for organic agricultural products and in-conversion agricultural products, it shall include being non-transferable to others; however, when a duplicate copy needs to be provided, it shall include all contents of the certificate. 有機農產品、有機轉型期農產品驗證證書使用方式。其應包括不得移轉他人使用，但有提供影本之必要時，應就驗證證書內容全部提供。
5. For first-time applicant, the validity period of certification certificate for organic agricultural products and in-conversion agricultural products shall be no more than three years from application date. Three months prior to the expiration of validity period, Party B may fill in an application form to apply to Party A for renewal audit; overdue renewal applications shall not be accepted. 有機農產品、有機轉型期農產品驗證證書有效期間，第一次申請者，自驗證申請之日起算，最長為三年。有效期間屆滿三個月前，乙方得填具申請書向甲方申請展延查驗；逾期申請者，不予受理。

After the renewal application according to the previous paragraph has been reviewed and approved, Party A will issue a replacement certificate. The validity period shall be counted from



the day after the expiration of the original valid period and be no more than three years. 前項申請經展延查驗符合者，由甲方換發驗證證書。其證書有效期間自原有效期間屆滿之次日起算，最長為三年。

6. The frequency of the surveillance on Party B conducted by Party A shall be no less than once a year and may be increased if necessary. 甲方對乙方之追蹤查驗頻度。其頻度每年不得低於一次，必要時，得增加追蹤查驗次數。

The surveillance conducted by Party A according to the previous paragraph may be conducted without notice or by serving notice to Party B within twenty-four hours before surveillance, and Party B shall not refuse without good cause. 甲方辦理前項所定追蹤查驗，得不予通知或於辦理前二十四小時內通知乙方，乙方無正當理由，不得拒絕。

7. The periods that Party B must retain relevant operational records and documents regarding the maintenance of product's organic integrity are as follows: 乙方維持產品有機完整性之相關作業紀錄及單據憑證保存期限。其保存期限不得短於下列期間：

(1) One year for fresh agricultural products. 生鮮農產品一年。

(2) If the product's label indicates an expiration date, one year after the expiration date. 產品標示有效日期者，自有效期間屆滿後一年。

(3) Five years for other products. 其他產品五年。

8. Reasons for the termination of certification by Party A shall include the following: 甲方得終止驗證之事由，包括下列情形：

(1) Party B fails to keep conforming to the relevant provisions of the certification standards or certification contract in a serious manner, or fails to make correction within the time limit required by Party A. 乙方未持續符合驗證基準或驗證契約相關規定，經要求限期改正而未改正或情節重大。

(2) Party B refuses, evades, or impedes the surveillance by Party A. 乙方拒絕、規避或妨礙本公司之追蹤查驗。

(3) Party B provides false documents or information that has serious consequences. 乙方提供不實文件或資訊，且情節重大。

(4) The contents of an advertisement published by Party B are inconsistent with the certified contents in a serious manner. 乙方刊登廣告內容與驗證合格內容不一致，且情節重大。

**Article 6: Validity period of the contract: 第六條：合約有效期間：**

The validity period of this contract is from now until the valid date of the certificate. 本合約有效期限自即日起至該證書有效日止。

**Article 7: If the certification standard changes: 第七條：驗證標準異動時：**

Party A shall conduct the certification in accordance with the relevant regulations announced by Taiwan "Council of Agriculture, Executive Yuan". When there is a change, the relevant evaluation and audit must be conducted in accordance with the updated regulations, and the changes shall



be announced on the Internet or notified of Party B in writing. 甲方執行驗證應依據農業部公告之相關法規規定如遇有變更時，必需依變更後之規定辦理相關評鑑事宜，且應將變更部份公告於網路上或以書面方式通知乙方。

**Article 8: The invalidation of the certificate is as follow: 第八條：證書失效情況如下：**

1. Party A shall conduct on-site surveillance audits according to the period of surveillance stipulated by Organic Agriculture Promotion Act and related regulations, once a year at least for regular surveillance, and irregular surveillance may be conducted if needed. If Party B refuses and causing Party A fails to conduct the surveillance, Party A may terminate the qualification of Party B's certificate. 甲方需根據有機農業促進法與其相關辦法所訂定之追蹤查驗期間執行現場追查，每年至少一次定期追查，另得依狀況執行不定期追查，乙方如拒絕致甲方未執行追查時，甲方得終止乙方驗證證書資格。
2. If Party B requests to end the certification, Party B shall notify Party A in writing one month prior to the surveillance. 乙方若主動要求結束驗證，應於追蹤查驗前一個月以書面方式通知甲方。
3. When Party A conducts "Initial audit", "Surveillance", "Renewal audit" and "Extensional audit" on Party B, Party B shall pay the costs of certification stipulated in the contract. If it's still not paid by the due date after "Debit note" in writing is sent by Party A, Party A has the right to terminate the contract and revoke the certificate. 乙方就甲方執行「初次查驗」、「追蹤查驗」、「展延查驗」、「增列查驗」，業經甲方書面催繳合約規定費用後仍未依照「繳款通知書」規定之截止日期支付費用，則甲方有權終止合約且撤銷該證書。
4. Circumstances under which Party A can suspend Party B's qualification of organic agricultural product certification temporarily include the following, if Party B cannot correct the defects effectively within the time limit, Party A has the right to terminate the contract and revoke the certificate: 依下列情形甲方可暫時終止乙方有機農產品驗證資格，倘期限內乙方無法有效矯正缺失，則甲方有權終止合約且撤銷該證書：
  - (1) Party B fails to comply with the rights and obligations stipulated in this contract, and with the regulations for the use of marks and labeling. 未遵守本合約書所規定之權利義務和標章及標示使用規範者。
  - (2) Party A issues non-conformance report and notifies Party B to make correction, however Party B fails to correct it within the specified timeline in non-conformance report. Party A may initiate temporary suspension and termination. 甲方開立不符合事項報告，並且通知乙方矯正，而乙方未能於該不符合事項報告指定時間內矯正，甲方可啟動暫時終止與終止。
  - (3) Party B fails to pay relevant fees in accordance with the regulations after "Debit note" is sent. 未依規定繳交相關費用，經催繳未繳納者。
5. If Party B does not keep conforming to the regulations and provisions of certification standards and fails to make correction within the time limit required by Party A in a serious manner; or Party B evades, impedes, refuses the (irregular) surveillance of Party A; or the contents of the advertisement published by Party B is inconsistent with the certified contents in a serious manner; or the content of this contract is violated; Party A shall terminate the contract in writing and revoke the certificate. If Party B demurs to the termination of certification qualification conducted by Party A, Party B shall file an appeal and submit supporting documents to Party A within one month from the date of receipt of the written document, which shall be limited to one time. Party



A shall notify the result of dissident in writing. If Party B cannot accept the result of the appeal conducted by Party A, Party B shall file an appeal again and submit supporting documents to accreditation body of Party A within one month from the date of receipt of the written document, which shall be limited to one time. 乙方未持續符合法規與驗證基準，經甲方要求限期改正而未改正者或情節重大者；或規避、妨礙或拒絕甲方之追蹤(不定期)查驗；或乙方廣告內容與該驗證內涵不一致者或情節重大者；或違反本合約內容者，甲方應以書面終止合約，並撤銷證書。乙方對甲方所為終止驗證資格有異議者，應於收受書面之日起一個月內檢附佐證資料，向甲方提出申訴，並以一次為限；甲方應以書面告知處理結果。乙方對於甲方就申訴所為之結果不服者，應於收受書面之日起一個月內檢附佐證資料，向甲方之認證機構提出再申訴，並以一次為限。

6. If Party B fails to keep conforming to the regulations and provisions of the certification standards, or termination of contract, or the prohibition for the use of certification mark, Party B shall stop using the certification mark immediately. Party A will announce Party B's overprinting label is scrapped in official website of Party A and remark the reason of scrapping original artwork. 若乙方未持續符合法規與驗證基準或合約約定終止或禁止使用驗證標章時，乙方應立即停止使用驗證標章。甲方將在甲方官網公告乙方之套印標籤作廢，並註明原圖作廢原因。
7. When the certification standards announced by the Central Competent Authority are abolished, the certificate shall be terminated in accordance with relevant regulations. 因中央主管機關所公告之驗證標準廢止時，則依相關法規規定得將證書終止。
8. If the result of Party B's surveillance is unqualified or the testing of the product is unqualified, Party A may terminate the certificate according to regulations. Party A shall announce or send a certificate revocation notice to inform Party B that the certificate is officially terminated, and Party B shall cooperate to return the certificate. 乙方經甲方追蹤查驗結果不合格或產品檢驗不合格，可依規定終止證書。由甲方發文或寄發證書撤銷通知書函知乙方證書正式終止，乙方應配合繳回證書。

#### Article 9: Amendment to contract 第九條：合約變更

This contract must be amended under the following circumstances: 本合約在下列情況發生時必須進行修改：

1. When the number of production units is changed; or the product standard is increased; or the name, certification address, the name of its statutory person responsible of Party B is changed. 因生產單位數改變，或增加產品標準，或乙方申請名稱、驗證地址、負責人改變時。
2. When there is extension or reduction of new certification program and category. 增減列新驗證方案及類別時。
3. When there is change in laws and regulations. 法令、規章變更。
4. When this contract is revised, Party A shall sign the latest version with Party B within one year (from the revision date of this contract). Before signing the latest version of the contract, the old version of the contract signed by both parties is still valid. 本合約改版時，甲方應於一年內與乙



方簽訂最新版(以本合約改版日起算)，於簽訂最新版合約前，甲乙雙方簽訂之舊版合約依舊適用。

**Article 10: Termination of the contract 第十條：合約終止**

1. If there is fact to Paragraph 3 of Article 3 or Paragraph 8 of Article 5 of this contract, this contract shall be terminated. 有本合約第三條第三項或第五條第八項者，本合約即告終止。
2. If Party B proposes to terminate the certification during (after) the on-site audit and it is not attributable to Party A, Party B shall not request the refund of the paid amount for relevant costs of certification. 如乙方於實地稽核中（後）提出結束驗證，若非屬甲方責任，乙方不得要求退已繳之相關驗證費用。
3. If Party A is temporarily suspended or terminated by the accreditation body and causing Party A cannot continue to provide Party B with the certification service, Party A shall notify Party B. 若甲方經認證機構暫時終止或終止驗證資格時，導致甲方無法持續驗證乙方，則甲方會通知乙方。

**Article 11: Rights and obligations 第十一條：權利與義務**

**1. The rights and obligations of Party A 甲方之權利與義務**

- (1) Party A does not guarantee that Party B will pass the certification. Party A may reject the application of certification if the information of application provided by Party B is not conforming to the relevant regulations and the provisions of the certification standards as well as the defects cannot be corrected within the specified time limit. 甲方並不保證乙方一定能通過驗證，若乙方申請內容不符合相關法令與驗證作業規範，且其缺失無法於規定之期限內補正時，甲方得駁回驗證申請。
- (2) In order to ensure that Party B's organic agricultural products comply with the "Organic Agriculture Promotion Act" and other relevant regulations, Party A has the right to dispatch personnel to enter Party B's production, processing, packaging, storage and sales sites to conduct inspection or sampling for testing, Party B shall not refuse, evade or impede. 甲方為確保乙方之有機農產品符合「有機農業促進法」與其相關子法規定，有權派員進入乙方之生產、加工、分裝、貯存及販賣場所執行檢查或抽樣檢驗，乙方不得拒絕、規避或妨礙。
- (3) If Party A's certification procedures and specifications are changed due to national laws, social requirements and it involves Party B directly, Party A is obliged to announce it on internet within a reasonable period of time. In the announcement period, those who do not express their objections namely deemed to agree to the change of the certification. 甲方之驗證程序和規範若因國家法令、社會需求而有所變更時，其直接涉及乙方之部分，甲方有義務於合理期間內上網公告之。公告期限內，未表示反對者，即視為同意該項驗證變更。
- (4) If Party B lodges a complaint or an appeal against Party A, Party A shall deal with it as soon as possible and reply to Party B for the result. 乙方對甲方提出抱怨、申訴，甲方應儘速處理並回覆乙方結果。
- (5) Party A shall notify Party B in advance of the dispatch of surveillance, Party B shall raise opinion (if any) before the implementation and coordinate with Party A. For the surveillance conducted by Party A according to point 3.8.2 of "Appendix of Regulations for Approving and



Supervising Organic Accreditation Bodies”, the proportion of surveillance without notice or by serving notice within 24 hours before surveillance shall account for at least five percent of the total number of its certified operators (hereinafter referred to as the unannounced audit). if Party B is selected as the unannounced audit, Party A will conduct the surveillance as the unannounced audit. Party B may refuse Party A with good cause, but it can only be limited once. If the unannounced audit is refused again in the year, Party A may terminate the certification qualification of Party B. 追蹤查驗之派遣，甲方應事先通知乙方，乙方若有意見，應於執行前提出，進行協調；依有機農產品認證機構許可及監督管理辦法第 3.8.2 點，甲方對於有機驗證合格之農產品經營者數 5% 以上，需執行不予通知或於辦理前 24 小時內通知乙方(以下稱為未宣告查驗)，若乙方被選定為未宣告查驗者，則甲方將依未宣告查驗辦理追蹤查驗，乙方若有正當理由，則可拒絕甲方，但只能 1 次為限，當年度再次拒絕未宣告查驗，則甲方得終止乙方驗證資格。

- (6) If Party B has been certified and logged, Party A announces Party B's name, produced crop items and certificate number on official website of Party A, Party B shall have no objection. 乙方若已獲驗證登錄，則甲方將乙方之名稱、生產作物品項與證書編號公告在甲方官方網站，乙方不得有異議。
- (7) If part of the certification cannot be conducted due to factors attributable to Party A and causing Party B needs to change its certification scope and to renew its certification certificate, or causing there is relevant information of the certification record provided is false, then resulting in the revocation of Party B's certificate and damages to Party B; the calculation of the upper limit of the compensation amount shall be limited to twice of the total commercial value of Party B's products which be confirmed by Party A. 若因可歸責於甲方之因素致無法執行部分之驗證並因而導致乙方需變更其驗證範圍及換發驗證證書或有驗證紀錄相關資料登載不實之情事，致使乙方證書廢止並使其受有損害時，其賠償額度上限之計算，以當次經甲方確認之乙方生產產品市場價總額兩倍為限。
- (8) If auditor of Party A leaks Party B's confidential technical production information or trade secrets that the Party A learns through certification activities, the calculation of the upper limit of compensation amount shall be limited to twice of the total commercial value of Party B's products which be confirmed by Party A. And the qualification of the auditor shall be revoked. 若甲方稽核人員洩漏因執行驗證業務而知悉或持有乙方之生產技術資料或營業秘密時，賠償額度上限之計算，以當次乙方生產產品市場價總額兩倍為限，並撤除洩密稽核人員之稽核員資格。
- (9) When Party A conducts renewal audit, extensional audit and surveillance, Party A may use the procedures such as documents review, on-site audit, product sampling for testing and certification decision to conduct. Or Party A may conduct the necessary procedures on Party B after certification risk evaluation based on the case is determined. 甲方辦理展延查驗、增列查驗及追蹤查驗時，甲方得用文件審查、實地稽核、產品抽樣檢驗及驗證決定之程序辦理，或依個案之驗證風險判定後，對乙方執行其中必要之程序。
- (10) Sampling for testing shall be conducted for the imported organic agricultural products and in-conversion agricultural products when they are imported into Taiwan importers (such as traders, distributors, etc.) Party A shall take product sample before selling and send it to



domestic institution authorized by Party A for testing, Party B shall not refuse. The product testing fee shall be charged to Party B according to the actual situation. If the above testing result or the sampling for testing conducted by the competent authority according to the announcement is confirmed with the fact of violation, Party A shall conduct one sampling for testing at least on each production batch of Party B. After Party B has been corrected and confirmed by Party A, and has passed the sampling for testing for three consecutive production batches at least, it may resume the sampling operation according to the risk assessment. 對於進口之有機農產品、有機轉型期農產品於輸入我國境內進口業者時（如貿易商、通路商等），應執行抽樣檢驗。甲方應在進口後銷售前抽樣並送至甲方合格委辦之境內機構辦理檢驗，乙方不得拒絕，檢驗費用依實際狀況向乙方收取。如前述抽樣檢驗結果或主管機關依公告方法進行之抽樣結果發現違規事實，甲方應對於乙方之各生產批次執行至少一次抽樣檢驗。乙方經甲方確認矯正通過，並經至少連續三個生產批次抽樣檢驗合格，得依風險評估恢復抽樣檢驗作業。

## 2. Party B's rights and obligations 乙方之權利與義務

- (1) Party B shall read Organic Agriculture Promotion Act and other relevant regulations stipulated by the Central Competent Authority and this contract in detail, abide by and keep conforming to the requirements of the certification regulations. 乙方應詳閱中央主管機關制定之有機農業促進法及其相關法規及本合約，並遵守且始終符合驗證規定要求。
- (2) Party B shall provide the documents and records required in this contract for Party A to inspect. 乙方應提供本合約中要求應檢附文件記錄供甲方查核。
- (3) Party B shall provide the required documents for certification according to the truth, and cooperate with the requirements of Party A to provide relevant information. Party B shall also confirm that all enclosed information is complete and accurate. If the information provided is discovered to be false or insufficient, Party A may reject the certification application. 乙方應據實提出驗證所需文件，並配合甲方之要求提供相關資訊，並確認所有檢附資料完整且確實。如經發現所提供之資訊不實或不足，甲方得駁回驗證申請。
- (4) When Party A conducts initial audit, surveillance, renewal audit, extensional audit or product sampling, Party B shall cooperate with Party A to conduct the certification audit operations which including providing documents and records; obtaining the access to relevant equipment, site, area, personnel, customer and subcontractor along with the investigation of complaints. During the operations of certification, the statutory person responsible or relevant personnel of Party B shall accompany the audit and shall sign or stamp on the record made by auditor of Party A after work is completed. It is also agreed that the assessment team of TAF and relevant units and personnel witnesses or assess the audit conducted by the auditing team of Party A at the site of Party B, and that TAF conducts Party A's conformity assessment operations of the audit which including TAF conducts investigations without notifying in advance, spot checks or inspections, Party B shall not evade or refuse. If Party B has doubts on Party A during the process of certification, Party B shall feedback to Party A immediately, Party A shall reply to Party B as soon as possible. 甲方辦理初次查驗、追蹤查驗、展延查驗、增列查驗或產品抽樣時，乙方應配合甲方進行驗證稽核作業，包括提供檢查文件與紀錄，以及取得相關設備、場所、區域、人員及客戶分包商之管道與抱怨之調查。在進行驗證作業時，乙方之負責人或業務相關人員應陪同檢查，並於甲方稽核員完成工作後作成之相關紀錄簽名或蓋章。另



同意 TAF 評鑑小組及因應驗證需求之相關單位及人員於乙方之現場見證或查核甲方之稽核小組執行稽核作業或 TAF 辦理甲方之稽核符實性查核作業，包含 TAF 不預先通知之調查、抽查或查訪，不得規避或拒絕。乙方在甲方驗證作業過程中若對甲方有疑慮時，應立即向甲方反應，甲方並應儘速回覆乙方。

- (5) Party B shall keep meeting the requirements of the product certification within the three-year validity period of the certificate after obtaining the certificate. If Party B complies with relevant regulations and standards and its annual surveillance result audited by Party A meets the requirements, the annual surveillance result is valid for the year. The validity period of a certification certificate shall not be more than three years; three months prior to expiration of the valid period, Party A shall ask Party B to fill in the application form to Party A for renewal audit; overdue renewal applications shall not be accepted. 在乙方獲證後持續於證書有效期三年期限內需持續符合產品驗證要求，每年推動「追蹤查驗」並符合相關法規標準及經甲方查驗該結果符合要求情況下，該年度查驗結果該年度有效。驗證證書有效期間最長為三年；有效期間屆滿三個月前，甲方應要求乙方填具申請書向甲方申請展延；逾期申請展延者，不予受理。
- (6) In accordance with the production period of the product, Party B shall accept Party A's regular or irregular surveillance once a year at least. The timeline of regular surveillance shall be conducted in 6 months to 1 year from the issued date of certificate. If the issued date is May 15, 2019, the annual regular surveillance shall be in period from November 16 to May 15 of next year. But if it is not in the production period and exceeding the certification period, Party A shall propose a temporary suspension. The certification will not be resumed until Party B passes surveillance. During the period of temporary suspension, Party B shall not use the certification marks on the certified products. 配合產品產期，乙方應接受甲方每年至少一次之定期或不定期追蹤查驗，定期追蹤查驗時間應在發證日期後滿 6 個月至 1 年內進行，如發證日期為 108 年 5 月 15 日，則每年定期追蹤查驗時間應在 11 月 16 日至隔年 5 月 15 日，但若非產期問題而超過查驗證時間，則甲方將提出暫時終止，待乙方追評通過後才能再回復驗證，在暫時終止期間，乙方不得使用驗證標章於驗證產品上。
- (7) Party B can use the certification mark after its agricultural products and agricultural processed products are certified and qualified, and the claims about the certification shall be consistent with the scope of certification. Those that have not passed the certification shall not be labeled as certified agricultural products such as the relevant texts or any other expressions that might be misunderstood by others. 乙方之農產品及農產加工品須經驗證合格，方得使用農產品標章，並且有關驗證之宣稱需與驗證範圍一致。未經驗證通過者，一律不得標示已通過農產品驗證等相關文字或其他足使他人誤認之表示方法。
- (8) The way Party B uses the certificates and marks shall comply with “Regulations for Managing the Labeling and Marks of Organic Agricultural Products and In-conversion Agricultural Products”. The labeling of container or packaging of organic agricultural products and in-conversion agricultural products shall comply with Article 18 of “Organic Agriculture Promotion Act” and “Regulations for Managing the Labeling and Marks of Organic Agricultural Products and In-conversion Agricultural Products”. The demonstration of the products sold in bulk shall comply with Article 19 of “Organic Agriculture Promotion Act” and “Regulations for Managing the Labeling and Marks of Organic Agricultural Products and In-conversion



Agricultural Products”。乙方於使用證書及標章時應符合有機農產品有機轉型期農產品標示及標章管理辦法。有機農產品及有機轉型期農產品之容器或包裝標示，應符合有機農業促進法第十八條及有機農產品有機轉型期農產品標示及標章管理辦法規定標示；以散裝販賣者，應符合有機農業促進法第十九條及有機農產品有機轉型期農產品標示及標章管理辦法規定展示。

- (9) For the qualified certified agricultural products, if Party B is discovered that the product itself, the production process or the labeling is with non-conformance during the validity period of the certificate (such as the certified program is cited incorrectly in documents or other publicity; Party B uses licenses, certificates, logos in a mislead way or any other mechanism to show the product has been certified), Party A will take appropriate measures (including corrective action, termination of certificates, publication of violations and legal action if necessary). It shall be attributed to Party B if the root cause is because Party B fails to comply with the “Organic Agriculture Promotion Act” and other relevant regulations. 經驗證合格之農產品，乙方於證書有效期間經查其產品本身、生產過程或標示有不符規定之情形時(如在文件或其他宣傳中，不正確引用驗證方案，或以誤導方式使用執照、證書、標誌或顯示產品已獲驗證之任何其他機制)，甲方將採取適當措施(包括矯正措施、終止證書、公布違規行為，及必要時，採取法律行動)，加以處理，若為乙方未依有機農業促進法及其相關法規及管理，其應歸責於乙方。
- (10) Party B shall take appropriate measures if the products, services, defects and complaints are with the concerns that may affect the compliance of the certification. If Party A or the relevant competent authority conducts sampling for testing and the product is discovered that it does not meet the standard, Party B need to take measures to remove the products from shelves, and prepare relevant information for reference. 乙方對會影響符合驗證要求疑慮之產品、服務、缺失及抱怨，應採取適當措施。倘甲方或相關主管機關抽樣檢驗，發生產品不符合標準時，乙方需有下架、回收之處理措施，並將相關資料備查。
- (11) When the certification is temporarily suspended, terminated or ended, Party B shall stop using all advertisements which including any citation of the certification, and take actions required by the certification program (such as returning certification documents), and take any other required measures. 於驗證暫時終止、終止或結束時，乙方應停止使用包含任何引用驗證之所有廣告品，並採取驗證方案所要求之措施(如退回驗證文件)，以及採取任何其他要求之措施。
- (12) When citing its product certification in the media, such as documents, manuals or advertisements, Party B shall comply with “Organic Agriculture Promotion Act” and other relevant regulations. 在傳播媒體，諸如文件、手冊或廣告中引用其產品驗證時，乙方應遵守有機農業促進法及相關法規規定。
- (13) After Party B passes the certification, it is not allowed to use the certification marks unless the fields and items are certified. If there is any violation, the relevant consequences shall be borne by Party B, and Party A has the right to terminate the qualification of certificate. The certified sites shall be avoided being contaminated by the adjacent field. 乙方通過驗證後，非



驗證田區及品項，不得使用有機標章，若有違反，相關後果由乙方自負，且甲方有權利終止驗證資格；已驗證地需避免鄰田汙染。

- (14) After Party B passes the certification, if there is a difference from original status of application (such as changes of surrounding environment (the adjacent fields might be with the risk of contamination), extension or reduction of fields or items), Party B shall take the initiative to notify Party A so that surveillance can be arranged. 乙方通過驗證後，若與當初申請現況有更改時(如周圍環境改變(鄰田可能會有汙染之虞)、增減田區或品項)，需主動通知甲方並進行追蹤查驗。
- (15) According to the Article 22 of Organic Agriculture Promotion Act, the competent authority may assign staffs with proof of identity to enter Party B's premise concerning production, processing, packaging, storing, selling, and other operations as well as transporting vehicles related to organic agricultural products or in-conversion agricultural products to examine, sample for test, or acquire data or record from Party B. Any subject shall not evade, impede, refuse, or provide false data or record. (The relevant term "data or record" used here is the source of ingredients, quantity of ingredients, certificate of origin, certified document, basis of operating production, relevant record of manufacturing process, buyer, amount of money, or other relevant data necessary for enforcing Organic Agriculture Promotion Act) 依有機農業促進法第 22 條規定，主管機關得派員攜帶證明文件進入乙方涉及有機或有機轉型期農產品生產、加工、分裝、貯存、販賣或其他相關場所及運輸工具，執行檢查、抽樣檢驗或要求乙方提供相關資料、紀錄；任何人不得規避、妨礙、拒絕或提供不實資料、紀錄。(此條所稱相關資料及紀錄，指與檢查或抽樣檢驗相關之原料來源、原料數量、產地證明、驗證證書、生產作業依據、生產流程相關紀錄、銷售對象、金額或其他執行本法所需之相關資料)
- (16) Party B shall reach an agreement with the importer who sells Party B's products to ensure that the importer complies with the requirements of the certification regulations and this contract. 乙方應與銷售乙方產品的進口商達成協議，確保進口商符合驗證規定和本合約的要求。
- (17) TAF executes the assessment program for Party A during the accreditation cycle, including the assessment of Party A's headquarters and the witness assessment of Party B. If Party B is selected by TAF as a witness assessment case for the year, the assessment fees for the TAF assessor shall be shared equally by Party A and Party B. The aforementioned assessment fees



include the TAF assessment fee and the business trip expenses of the TAF assessor (including but not limited to airfare, accommodation, airport transfers, transportation, etc.). TAF 於認證週期內規劃對甲方之評鑑規劃案，包括對甲方的總部評鑑以及對乙方的見證評鑑。若乙方被 TAF 選列為該年的見證評鑑案，TAF 評審員的評鑑費用應由甲方與乙方平均共同分擔。前述評鑑費用包含 TAF 評鑑費用及 TAF 評審員差旅費用 ( 包含但不限於機票、住宿、機場接駁、交通...等費用 )。

**Article 12: Confidentiality regulations 第十二條：保密規定**

Party A shall provide reasonable confidentiality measures for the information and related information provided by Party B, and those who do not participate in the certification operation shall not be informed. Party A shall not disclose Party B's information, nor shall it be used for non-certification purposes. Provide by requirements of law or government agency is not included. 甲方對乙方所提供之資料及相關資訊應提供合理之保密措施，非參與驗證作業者不得知悉。甲方不得披露乙方資料，亦不得將資料移作非驗證目的使用。因法令或政府機關要求而提供者，則不在此限。

**Article 13: Court of jurisdiction 第十三條：管轄法院**

In the event of a lawsuit arising from this contract, Party A and Party B hereby agree that Taiwan Taipei District Court shall be the court of jurisdiction. 如因本合約發生訴訟時，甲、乙雙方特此同意以中華民國臺灣臺北地方法院為管轄法院。

**Article 14: Validity of annex 第十四條：附件效力**

The validity of this contract applies to the annex attached to this contract, but if the contents of the annex conflict with the stipulations of this contract, the stipulations of this contract shall prevail. 本合約之效力及於本合約所附之附件，惟如附件之內容與本合約之約定相抵觸時，應優先適用本合約之約定。

**Article 15: Validity of the contract 第十五條：合約效力**

The original of this contract is in two copies, and each party shall keep one copy for proof. The contents listed in this contract are regarded as confidential. All the provisions of this contract are complementary to each other. If there is still any ambiguity, Party A's interpretation shall prevail. 本合約書正本乙式二份，由雙方各執乙份保存為憑，以上合約所列內容皆視為保密事項。本合約之一切規定得互為補充，如仍有不明確之處，以甲方解釋為準。



**環球國際驗證股份有限公司**  
**UNIVERSAL CERTIFICATION SERVICE CO., LTD.**

**Contractor 簽約人**

**Party A : Universal Certification Service Co., Ltd**

**甲方：環球國際驗證股份有限公司**

**Representative :**

**代表人：**

**Address : 4F-1, No. 21, Sec. 4, Nan-king E. Rd., Taipei 105**

**地址：台北市南京東路四段 21 號 4 樓之 1**

**Party B :**

**乙方：**

**Representative :**

**代表人：**

**Address :**

**地址：**

**Year/Month/Day**