

## 1. Scope 范围

This document applies to all the nominated network partners, reviewers, network partners, technical experts, validators, verifiers, assessors and observers, hereinafter referred to as "network partners", relating to all the products and sectors and all the services (particularly audits, examinations, evaluations, etc.) that are provided for Quality Austria Certification GmbH – hereinafter called "qualityaustria services". Quality Austria Certification GmbH will be hereinafter called "Quality Austria".

本文件适用于与 Quality Austria Certification GmbH 提供的所有产品和行业以及所有服务（特别是审核、检查、评估等）相关的所有指定网络合作伙伴、审查员、网络合作伙伴、技术专家、确认员、验证员、评估员和观察员，以下简称“网络合作伙伴”。Quality Austria Certification GmbH 以下简称“Quality Austria”。

## 2. Qualification, nomination and placement of orders 资格，提名和订单下达

2.1. The provision of **qualityaustria** services is only permitted to network partners that have been nominated as network partners due to their technical qualification and personal attributes, methodological and didactic characteristics on the basis of the Qualification Guidelines of Quality Austria.

仅允许根据 Quality Austria 认证指南，因技术资格和个人属性、方法和教学特点而被提名为网络合作伙伴的网络合作伙伴提供 **qualityaustria** 服务。

2.2. If a legal entity or a non-incorporated firm is a partner of Quality Austria, only the partner's General Managers or employees that have personally been nominated as **qualityaustria** Network partners by Quality Austria may become active as such.

如果法人个体或非法人公司是 Quality Austria 的合作伙伴，则只有被 Quality

Austria 提名为 **qualityaustria** 网络合作伙伴总经理或员工才能成为有效的合作伙伴。

2.3. The nomination as an network partner is limited in time.

网络合作伙伴任命是有时间限制的。

2.4 In case of infringement of obligations from this contract and in the event

the specifications included in the management system of Quality Austria (above all in the Qualification Guidelines or other guidelines and guides of Quality Austria) are not fulfilled (any longer), the nomination as an network partner can be cancelled by Quality Austria with immediate effect, at any time.

如果违反本合同义务，并且 Quality Austria 管理体系（首先是资格指南或 Quality Austria 的其他指南和指引）中包含的规范未得到履行（不再履行），则 Quality Austria 可以随时取消网络合作伙伴的提名，立即生效。

2.5. The fact that a person has been nominated as an network partner does not mean that Quality Austria is obliged to employ the network partner. Above all, the nomination does not mean yet that the network partner is commissioned with providing **qualityaustria** services. Orders placed in the past do not entitle the network partner to derive any right to be commissioned even in future during the nomination period. Each of the orders placed by Quality Austria will be placed separately and refer to a certain **qualityaustria** service. The basis for this is formed by a contract to be concluded separately. The contractual period is the same as the period needed for providing a **qualityaustria** service. The network partner will exclusively be commissioned by Quality Austria - the network partner will not enter into any direct contractual relationship with the company placing the order (following briefly called "client").

一个人被提名为网络合作伙伴并不意味着 Quality Austria 有义务雇用该网络合作伙伴。特别是，提名并不意味着网络合作伙伴被委托提供 Quality Austria 服务。过去所下的订单并不赋予网络合作伙伴在提名期间获得任何受委托的权利。Quality Austria 所下的每一个订单都将单独下单，并指向一项特定的 Quality Austria 服务。这一基础是由一项单独订立的合同构成的。合同

期限与提供 **qualityaustria** 服务所需的期限相同。网络合作伙伴将由 Quality Austria 独

家委托，网络合作伙伴不会与下达订单的公司建立任何直接合同关系（以下简称“客户”）。

2.6. The network partner takes note that the client is entitled to refuse a certain network partner. In this case, Quality Austria can revoke the order placed with the network partner and will immediately inform the network partner thereof.

网络合作伙伴注意到客户有权拒绝某一网络合作伙伴。在这种情况下，Quality Austria可以撤销与网络合作伙伴签订的订单，并立即通知网络合作伙伴。

2.7. The network partner is entitled to refuse orders given by Quality Austria without stating reasons. It is the network partner that will autonomously determine the actual scope of his activities by accepting or refusing orders.

网络合作伙伴有权拒绝Quality Austria的订单而无需说明理由。网络合作伙伴将通过接受或拒绝订单自主地确定其活动的实际范围。

2.8. The network partner has the right to cancel his nomination, at any time. However, he is obliged to finish his orders that he has acknowledged to Quality Austria.

网络合作伙伴有权在任何时候取消他的提名。然而，他有义务完成他与Quality Austria确认的订单。

2.9. The network partner takes note of the following: Quality Austria will, based on normative requirements placed on Certification Bodies (above all ISO EN ISO/IEC 17021-1, 17065 and 17029), make records about the network partners' qualifications, trainings, experience, professional affiliation, professional status, competence and known conflicts of interest and is obliged to permanently monitor competence. For this purpose, personal data about the network partner will remain saved and processed electronically by Quality Austria. Processing is necessary for the nomination of the network partner and for the provision of **qualityaustria** services. The records will be saved until the end of the nomination of the network partner and, beyond this, as long as this is necessary according to the normative requirements and statutory retention periods and as long as claims for damages or other claims might be asserted by the client or third

Parties in connection with the **qualityaustria** service.

网络合作伙伴应注意以下事项：Quality Austria将根据认证机构的规范性要求（首先是ISO EN ISO/IEC 17021，17065和17029），对网络合作伙伴的资格、培训、经验、职业归属、专业地位、能力和已知的利益冲突进行记录，并有义务对其能力进行长期监控。为此目的，网络合作伙伴的个人数据将由Quality Austria保存并以电子方式处理。

为了网络合作伙伴的提名和提供**qualityaustria**服务，处理是必要的。这些记录将保存到网络合作伙伴提名结束为止。除此之外，只要根据规范要求 and 法定保留期限是必要的，只要客户或第三方可

能就**quality austria**服务提出损害赔偿或其他索赔，这些记录将被保存。

2.10. The network partner takes note that personal data on the competences of the network partner will be transmitted to the accreditation/registration bodies so that the network partner can provide **qualityaustria** services. The legal basis is Art 6 (1) lit b GDPR (fulfillment of contract).

网络合作伙伴需要注意的是，有关网络合作伙伴能力的个人数据将被传输给认证/注册机构，以便网络合作伙伴能够提供**qualityaustria**服务。法律依据是GDPR第6条第1款b项（履行合同）。

2.11. The network partner **consents** that Quality Austria is entitled to send the network partner's Curriculum Vitae, including information on the network partner's competence, to potential clients inside and outside the European Union as well as in third countries when making offers for **qualityaustria** services and that no adequate data protection level needs to be ensured, in this case. The network partner can revoke this consent, at any time. The legal basis is Art 6 (1) lit b GDPR (consent).

网络合作伙伴同意Quality Austria在提供Quality Austria服务时，有权向欧盟内外以及第三国的潜在客户发送网络合作伙伴的简历，包括网络合作伙伴的能力信息，在这种情况下，不需要确保足够的数据保护水平。网络合作伙伴可以随时撤销此许可。法律依据是GDPR第6条第1款（许可）。

2.12. The network partner further **consents** that Quality Austria is entitled to make information on the network partner's competence available to other network partner (particularly lead network partners) for purposes of audit planning. The network partner can revoke this consent, at any time. The legal basis is Art 6 (1) lit b GDPR (consent).

网络合作伙伴进一步同意Quality Austria有权将网络合作伙伴能力信息提供给其他网络合作伙伴（尤其是审核组长）用于审核策划。网络合作伙伴可以在任何时候撤销此许可。法律依据是GDPR第6条第1款b项（许可）。

2.13. If the network partner accepts an order for the provision of a **qualityaustria** service, personal data about the network partner will, for purposes of performing contracts (e.g. audit and examination documentation), be processed electronically and sent to the client as well as to the respective Accreditation / Registration Body. The legal basis is Art 6 (1) lit b GDPR (fulfillment of contract). The data will remain saved as long as this is necessary according to the

normative requirements and statutory retention periods and as long as legal claims might be asserted by the client or third parties.

如果网络合作伙伴接受了提供qualityaustria服务的订单，为了履行合同的目的是(例如审核和检查文件)，网络合作伙伴的个人数据将以电子方式处理并发送给客户以及各自的认可/注册机构。法律依据是GDPR第6条第1款b项(履行合同)。只要根据规范要求 and 法定保留期限有必要，只要客户或第三方可以提出法律索赔，数据将继续保存。

2.14. The network partner will, at any time, have the right to be informed of personal data that are processed about him as well as the rights to rectification, erasure and restriction of processing. Furthermore, he will have the right to complain with the data protection authority. If the network partner thinks that processing infringes data protection laws, he will have to inform Quality Austria.

网络合作伙伴在任何时候都有权被告知处理的有关他的个人数据，以及纠正、删除和限制处理的权利。此外，他将有向数据保护机构投诉。如果网络合作伙伴认为处理违反了数据保护法，他须通知Quality Austria。

### 3. Rights and obligations

#### 权利与义务

3.1. The network partner pledges to send a copy of his trading license to Quality Austria if the network partner is not a contracting party of Quality Austria personally but only is active for a legal entity which in turn is a contracting party of Quality Austria and holds a trade licence. If the trading license is laid back or reported to be dormant, this will have to be communicated to Quality Austria immediately. In the event the auditor has no trading license, being a "new self-employed person" acc. to § 2 al. 1 No. 4 GSVG ("Gewerbliches Sozialversicherungsgesetz" - "Commercial Social Insurance Law"), evidence for registration at the Social Insurance Company for Trade and Industry will have to be sent.

如果网络合作伙伴本人不是Quality Austria的缔约方，而但仅对作为Quality Austria缔约方并持有贸易许可证的法人实体有效，则网络合作伙伴承诺向Quality Austria发送其贸易许可证的副本。如果贸易许可证被搁置或报告为休眠状态，则必须立即与Quality Austria沟通。如果网络合作伙伴没有贸易许可证，则作为“新个体经营者”。到§ 2 al. No. 4 GSVG ("Gewerbliches Sozialversicherungsgesetz" - "商业社会保险法")，在贸易和工业社会保险公司注册的证据必须发送。

3.2. During the period of nomination,

network partners may use the designation respectively allocated to the nomination (like "network partners" or "environmental verifier") and additionally call themselves "Network Partners" of Quality Austria. However, they may only do so in the course of their activities for Quality Austria and must not do so for personal advertising purposes.

在提名期间，网络合作伙伴可以使用分别分配给提名者的名称(如“网络合作伙伴”或“环境验证者”)，也可以称自己为Quality Austria“网络合作伙伴”。但是，他们只能在为Quality Austria开展活动的过程中这样做，不得出于个人广告目的。

3.3. The network partner assures his activities by order of Quality Austria are not in contradiction with any other agreements he has made with third parties (e.g. his employer). Upon request of Quality Austria, he will have to submit the written consent of his employer to his activities as an network partner.

网络合作伙伴根据Quality Austria的订单确保其活动不与他与第三方(如其雇主)达成的任何其他协议相矛盾。根据Quality Austria的要求，他必须提交其雇主对其作为网络合作伙伴的活动的书面同意。

3.4 During the network partner's nomination as well as after its end, the network partner will be obliged to guarantee strict confidentiality of any processes and states of affairs that have become known to him in connection with **qualityaustria** services that need to be provided or have been provided. Passing on information and documents from **qualityaustria's** intranet to third parties is not allowed. The intranet password must neither be passed on to employees nor to persons employed in performing the network partner's obligations.

在网络合作伙伴提名期间以及提名结束后，网络合作伙伴将有义务对他所知道的与需要提供或已经提供的**qualityaustria**服务有关的任何过程和情况进行严格保密。不允许将**qualityaustria**内部网的信息和文件传递给第三方。内部网密码既不能传递给员工，也不能传递给受雇履行审核义务的网络合作伙伴。

3.5. All the documents and data Quality Austria or the client hands over to the network partner in connection with a **qualityaustria** service remain the property of Quality Austria or the client. These documents or data may only be used for providing the intended **qualityaustria** services in connection with the documented orders placed by Quality Austria and must, in no case, be made accessible to third parties or copied. The data may only be saved or retained by the network

partner as long as this is necessary for providing the **qualityaustria** service and/ or achieving the purposes for which this data has been sent and handed over to him. Right after a **qualityaustria** service has been provided, documents and data that are relevant to the audit, e.g. audit plan, audit report, master data sheet of the customer or audit checklist, will have to be handed over to Quality Austria (by being uploaded to the WIS (Web Information System) . After receipt has been acknowledged by Quality Austria (this means that the order status is set as being completed), all copies available at the network partner's will have to be erased. Any documents and data of the client's that have been handed over to the network partner will, at the client's discretion, have to be returned to the client or destroyed no later than upon completion of the **qualityaustria** service.

Quality Austria或客户向网络合作伙伴提交的与Quality Austria服务相关的所有文件和数据仍然是Quality Austria或客户的财产。这些文件或数据仅可用于提供与**qualityaustria**所下的文件化订单相关的Quality Austria服务,在任何情况下,不得向第三方提供或复制。只有在提供**qualityaustria**服务和/或实现发送和移交这些数据的目的所必需的时间内,什么行业才可以保存或保留这些数据。在提供Quality Austria服务之后,与审核相关的文件和数据,例如审核计划、审核报告、客户的主数据表或审核清单,必须移交给Quality Austria(通过上传到WIS(网络信息系统))。收到Quality Austria确认后(这意味着订单状态设置为已完成),网络合作伙伴处可用的所有副本都必须擦除。客户交给网络合作伙伴的任何文件和数据,在客户的自由裁量权下,必须退还给客户或在完成**qualityaustria**服务后销毁。

3.6. The only exception from the duty of erasure, which is included in Article 3.5. is formed by copies of the documents that the network partner has written himself. These copies, which may be retained by the network partner while providing data security for purposes of evidencing adequate service provision, will have to be treated confidentially and protected from unauthorized access and must, in no case, be made accessible to third parties.

擦除义务的唯一例外,包括在第3.5条中。由网络合作伙伴自己编写的文件副本组成。这些副本可能由网络合作伙伴保留,同时为证明提供了充分的服务而提供数据安全,必须保密并防止未经授权的访问,并且在任何情况下都不得向第三方提供。

3.7. The network partner will have to contractually subject his employees and persons employed in performing the network partner's obligations that

might have access to the documents and information to the duties of secrecy and erasure above.

网络合作伙伴必须以合同形式要求其雇员和受雇履行其审核义务的人员遵守上述保密和

删除义务,这些人员可能会接触到文件和信息。

3.8. Except with Quality Austria's consent, the network partner may not make any pictures, audio or video recordings of **qualityaustria** services (including, but not limited to, recordings of any remote audit).

除非得到Quality austria的同意,网络合作伙伴不得对Quality austria的服务进行任何图片、音频或视频记录(包括但不限于任何远程审核的记录)。

3.9. The network partner is obliged to comply with the applicable data protection laws, (whose German version can be downloaded under [www.dsb.gv.at](http://www.dsb.gv.at)), when it comes to processing personal data. He is particularly obliged to maintain the secrecy of data and take adequate action for guaranteeing security of processing in order to guarantee secrecy, integrity and availability of data. Therefore, the network partner must ensure that personal data handed over to him by Quality Austria or the client in connection with a **qualityaustria** service or elaborated by himself is protected from coincidental or unlawful destruction or loss that this data is used adequately and is not accessible to unauthorized persons. This particularly applies to data saved outside the IT infrastructure of Quality Austria (e.g. the network partner's PC, notebook or external data carriers).

在处理个人数据时,网络合作伙伴有义务遵守适用的数据保护法律(其德文版本可从[www.dsk.gv.at](http://www.dsk.gv.at)下载)。他特别有义务对数据保密,并采取适当行动保证处理的安全,以保证数据的保密性、完整性和可用性。因此,网络合作伙伴必须确保Quality Austria或客户转交给他的与Quality Austria服务有关的或由他自己详细阐述的个人数据不会被意外或非法破坏或丢失,这些数据被充分使用,并且未经授权的人员无法访问。这尤其适用于保存在Quality Austria IT基础设施之外的数据(例如网络合作伙伴的个人电脑、笔记本或外部数据载体)。

3.10. The network partner will have to make available any information required to fulfil the duties relating to data protection law, above all as far as the data security measures taken by the network partner, to Quality Austria and enable and participate in reviews performed by Quality

Austria or a commissioned examiner. If infringement of the protection of personal

data (data leak) becomes known to the network partner, the network partner will immediately have to inform Quality Austria so that Quality Austria can fulfil Quality Austria's statutory information duties. Furthermore, the network partner will have to support Quality Austria to the required extent so that Quality Austria can fulfil the rights of the persons concerned (above all the right of access and the rights to rectification, erasure and object) within the legal deadlines. The network partner will hand any information necessary for this to Quality Austria. If a person concerned directly contacts the network partner, in this respect, (in particular in terms with a request for access), the network partner will immediately forward this request to Quality Austria.

网络合作伙伴必须提供履行与数据保护法有关的职责所需的任何信息，首先是网络合作伙伴采取的数据安全措施，以及支持和参与由Quality Austria或委托网络合作伙伴进行的审查。如果网络合作伙伴得知违反个人数据保护(数据泄露)的行为，网络合作伙伴必须立即通知Quality Austria，以Quality Austria履行其法定的信息责任。此外，网络合作伙伴必须在要求的范围内支持Quality Austria，以便Quality Austria能够在法定期限内实现相关人员的权利(首先是访问权以及纠正、删除和反对的权利)。网络合作伙伴将向Quality Austria提供必要的信息。如果相关人员在这方面直接联系网络合作伙伴(特别是提出访问请求)，网络合作伙伴将立即将该请求转发给Quality Austria。

3.11. Quality Austria does not provide any consultancy for establishing and designing management systems. The network partner must neither offer consulting activities to the client in connection with a **qualityaustria** service nor give the impression that certification would be less complicated, easier, faster or cheaper if certain consulting or training services were used.

Quality Austria不为管理体系的建立和设计提供任何咨询。网络合作伙伴既不能向客户提供与**qualityaustria**服务有关的咨询活动，也不能给客户留下这样的印象，即如果使用某些咨询或培训服务，认证将不那么复杂、更容易、更快或更便宜。

3.12. The network partner pledges vis-à-vis the client to be neutral and objective. In the interest of the network partner's objectiveness towards the client, the following applies:

网络合作伙伴向客户承诺保持中立和客观。为了使网络合作伙伴对客户保持客观，适用以下规定：

- The network partner must not be involved in the certification process if he has carried out consulting activities whatsoever for the respective client within the last two years. This also includes VDA License Trainings for Quality Austria Academy GmbH. **FSC** network

partners must neither have performed consulting activities nor have been employed by the customer within the last three years. **EMAS** verifiers must not have done so within the last four years.

若网络合作伙伴在过去两年内为相关客户提供过任何形式的咨询服务，则不得参与认证过程。此规定同样适用于为Quality Austria Academy GmbH进行的VDA许可培训。FSC网络合作伙伴在过去三年内既不得提供过咨询服务，也不得受雇于客户。EMAS验证人员在过去四年内不得从事上述活动。

- Upon request of Quality Austria, the network partner will make a written statement according to which he has not carried out any consulting activities for the respective client within the last two years (for FSC three years; for EMAS four years) and that there are no other reasons for lack of impartiality either.

应Quality Austria的要求，网络合作伙伴将出具一份书面声明，根据该声明，网络合作伙伴在过去两年内没有为各自的客户开展任何咨询活动(FSC三年;EMAS工作四年)，也没有其他缺乏公正性的原因。

- After the **qualityaustria** service, the network partner must not accept any activity as a consultant of the client for two years.

在**qualityaustria**服务之后，网络合作伙伴在两年内不得接受任何作为客户顾问的活动。

- The IATF or VDA 6.x network partner and its related organisations that are co-owned or co-controlled by

the network partner, pledges not to conduct any consulting in terms of management systems, internal

trainings or internal audits for clients that are certified acc. to IATF or VDA by Quality Austria. This will apply to existing customers and to a period of two years before the client places the order.

IATF或VDA 6.x网络合作伙伴及其由网络合作伙伴共同拥有或共同控制的相关组织承诺，不会为获得Quality Austria IATF或VDA 6.x认证的客户提供任何管理体系、内部培训或内部审核方面的咨询。这将适用于现有客户以及客户下订单前的两年内。

- The network partner must not give the impression to the customer or the participants in connection with an examination or certification that the examination or certification would be less complicated, easier, faster or cheaper if certain consulting or training services were used.

网络合作伙伴不得给客户或与考试或认证相关的参与者留下这样的印象，即如果使用某些咨询或培训

服务，考试或认证将不那么复杂、更容易、更快或更便宜。

3.13. The network partner is obliged to disclose any situation that is known to him and might cause conflicting interests for himself or Quality Austria to Quality Austria. He must not accept an order until it is definite there are no conflicting interests. Besides, he is obliged to refuse an order in advance if the network partner thinks he has every reason to think the client is likely to refuse him as a network partner.

什么行业有义务向 Quality Austria 披露他所知道的任何可能导致他本人或 Quality Austria 利益冲突的情况。在确定不存在利益冲突之前，他不得接受订单。此外，如果网络合作伙伴认为他有充分的理由认为客户可能拒绝他担任网络合作伙伴，他有义务提前拒绝一项订单。

3.14. The network partner must act impartially and must not admit any commercial, financial or other pressure putting his impartiality in question. Furthermore, he must ensure his employer's independence from the client is also maintained.

In the area of product certification, any previous and/or current connection on the part of the network partner or his employing organization with:

- 1) a supplier or developer of products, or
  - 2) a provider or developer of services, or
  - 3) an operator or developer of processes
- in relation to the commissioned certification activity must be disclosed.

在产品认证领域，网络合作伙伴或其所属组织与以下各方之间既往及/或现行的任何关联均须予以披露：

- 1) 产品或开发供应商；
- 2) 服务或开发提供商；
- 3) 流程或开发运营商。

上述关联若涉及委托认证活动，则必须予以明确说明。During the performance of **qualityaustria** services, the network partner refrains from engaging in customer advertising on his own behalf.

审核员必须公正，不得承认任何商业、财务或其他方面的压力使其公正性受到质疑。此外，他还必须确保雇主独立于客户。在提供 **qualityaustria** 服务期间，网络合作伙伴不得以自己的名义从事客户宣传。

3.15. The network partner is forbidden to state the client of a **qualityaustria** service that the network partner has provided in the name of Quality Austria as being a reference for his own company (e.g. consulting company).

禁止网络合作伙伴将其以 Quality Austria 的名义提供的 Quality Austria 服务的客户作为其自己公司（如咨询公司）的参考。

3.16. When providing the **qualityaustria** services, the network partner must comply with the requirements and processes that are documented by Quality Austria and have been drawn up by Quality Austria in conformity to the normative requirements (e.g. audit process, certification programs, examination regulations). The network partner must continually inform himself about the specifications in **qualityaustria's** management system (**qualityaustria's** intranet).

在提供 Quality Austria 服务时，网络合作伙伴必须遵守 Quality Austria 制定的符合规范要求（例如审核过程、认证计划、考试规定）的文件要求和流程。网络合作伙伴必须不断了解 **qualityaustria** 管理体系（**qualityaustria** 内部网）的规范。

3.17. The network partner shall refrain from any statements or behaviour towards the commissioning organisation and the participants that could damage the reputation of Quality Austria. Any comments or suggestions for improvement regarding **qualityaustria** services shall be addressed directly to the responsible persons at Quality Austria.

网络合作伙伴应避免对委托组织和参与者发表任何可能损害 Quality Austria 声誉的言论或行为。任何关于 Quality Austria 服务改进的意见或建议应直接向 Quality Austria 的负责人提出。

3.18. During his nomination as a network partner, the network partner pledges to permanently maintain his/her qualification as a network partner. This also includes the training measures offered and prescribed by Quality Austria as well as maintenance of the (decisive) **qualityaustria** Certificates.

在提名为网络合伙人期间，网络合伙人承诺永久保持其作为网络合伙人的资格。这还包括奥地利质量部提供和规定的培训措施，以及（决定性的）奥地利质量部证书的维护。

3.19. When providing the **qualityaustria** services ordered, the network partner can - upon coordination with Quality Austria - have himself deputized by another suitable network partner. Quality Austria will be entitled to refuse the named person if this person does not meet the normative requirements (above all requirements relating to competence). The duty to pass on the duty of secrecy acc. to Article 3.8 is hinted at.

在提供 **qualityaustria** 服务时，网络合作伙伴可以在与 Quality Austria 协调后，由另一个合适的网络合作伙伴代理。如果指定人员不符合规范要求（尤其是与能力有关的所有要求），Quality Austria 将有权拒绝该人员。暗示了根据第 3.8 条传递保密义务的义务。

3.20. Basically, the network partner is prohibited to accept gifts given by the client or third parties in

connection with the provision of **qualityaustria** services. Exceptions are formed by invitations to meals to a reasonable and common extent and accepting of gifts with a low financial value. Gifts "with a low financial value" only include small and common- practice advertising gifts that are also periodically handed over to customers of the auditee (e.g. pens, umbrellas, USB sticks or writing blocks).

基本上，禁止网络合作伙伴接受客户或第三方提供的与提供**qualityaustria**服务有关的礼物。例外情况是在合理和普遍的范围内邀请用餐，和接受经济价值较低的礼物。“经济价值较低”的礼物仅包括小而常见的广告礼物，这些礼物也会定期交给受审核方的客户（例如钢笔、雨伞、U盘或写字板）。

3.21. Network partners must not make any statements in the name of Quality Austria in social media (e.g. Facebook or Twitter) or give the impression that it is a question of statements made by Quality Austria. Any inquiries about Quality Austria will have to be forwarded to the competent persons at Quality Austria.

网络合作伙伴不得在社交媒体（如 Facebook 或 Twittwe）上以 Quality Austria 的名义发表任何声明，也不得给人留下这是 Quality Austria 发表声明的印象。有关 Quality Austria 任何疑问都必须转交给 Quality Austria 主管人员。

## 4. Intellectual property rights, protection of know-how 知识产权、专有技术保护

4.1. The network partner recognises the exclusive rights of Quality Austria to the entire know-how of Quality Austria, to the **qualityaustria** documents as well as information and data which Quality Austria provides to the network partner in connection with a **qualityaustria** service, whether or not they are protected by copyright, trademark law or competition law (hereinafter collectively referred to as "**qualityaustria** documents").

网络合作伙伴承认 Quality Austria 对 Quality Austria 的全部专有技术、Quality Austria 文件以及 Quality Austria 提供给网络合作伙伴的与 Quality Austria 服务相关的信息和数据享有专有权，无论这些信息和数据是否受到版权、商标法或竞争法的保护（以下统称为“Quality Austria 文件”）。

4.2. Quality Austria hereby grants the network partner a non-exclusive, non- transferable, limited and time-limited right of use to the **qualityaustria** documents used within the scope of the respective **qualityaustria** service as follows: The **qualityaustria** documents may only be used for the **qualityaustria** service as intended. Any other use (e.g. duplication for own purposes) or disclosure by the network partner is expressly prohibited. The know-

how provided may also not be used or passed on outside the **qualityaustria** service, unless this know-how is generally known. Quality Austria reserves the right to revoke the granting of the right of use at any time without notice and without giving reasons. The respective right of use of the network partner ends automatically with the completion of the **qualityaustria** service. At this point in time, the network partner shall return all **qualityaustria** documents provided to him/her to Quality Austria. After the end of this contract, any use and transfer of the **qualityaustria** documents is prohibited.

Quality Austria 特此授予网络合作伙伴在各自的 **qualityaustria** 服务范围内使用的 **qualityaustria** 文件的非排他性、不可转让、有

限和有时限的使用权，如下：**qualityaustria** 文件只能用于预期的 **qualityaustria** 服务。明确禁止网络合作伙伴的任何其他使用（例如出于自身目的的复制）或披露。所提供的专有技术也不得在 **qualityaustria** 服务之外使用或传递，除非该专有技术是众所周知的。Quality Austria 保留随时撤销使用权授予的权利，恕不另行通知，且不提供任何理由。网络合作伙伴各自的使用权随着 **qualityaustria** 服务的完成而自动终止。此时，网络合作伙伴应将提供给他/她的所有 Quality Austria 文件退还给 Quality Austria。本合同结束后，禁止使用和转让 **qualityaustria** 文件。

4.3. The network partner is prohibited from making image, audio or video recordings of **qualityaustria** services without the consent of Quality Austria.

未经 Quality Austria 同意，禁止网络合作伙伴对 **qualityaustria** 服务进行图像、音频或视频录制。

4.4. Should the network partner or a third party use the **qualityaustria** documents for other purposes, in particular outside the training events of Quality Austria, due to the behaviour of the network partner, he/she is obliged to compensate Quality Austria for the damage caused thereby.

如果网络合作伙伴或第三方因网络合作伙伴的行为将 **qualityaustria** 文件用于其他目的，特别是在 Quality Austria 的培训活动之外，他/她有义务赔偿 Quality Austria 由此造成的损失。

## 5. Fee, invoicing and settlement of accounts 费用、发票和结算

5.1 Quality Austria will pay the fee agreed upon as well as the travelling expenses according to the applicable qualityaustria Fee Regulations upon receipt of the network partner's invoice.

在收到网络合作伙伴的发票后，Quality Austria将根据适用的Quality Austria 费用规定支付商定的费用以及差旅费用。

5.2. As agreed, the fee and travelling expenses will be paid to the organization employing the network partner or directly to the network partner.

按照约定，费用和差旅费将支付给雇用网络合作伙伴的组织或直接支付给网络合作伙伴。

5.3 Upon electronic receipt of the network partner's invoicing data, Quality Austria will issue a credit note about the fee agreed as well as the travelling expenses according to the applicable Fee Regulations. The network partner agrees to accounting by way of a credit note and its electronic transfer. The

note will be issued with the statutory value added tax (if applicable). The network partner will have to pay the tax shown to the competent tax office according to the legal provisions. If the network partner is not obliged to pay value added tax, the network partner will have to state this in writing in due time when starting the network partner activities but no later than at the moment the network partner accepts the order.

在收到网络合作伙伴的发票数据后，Quality Austria将根据适用的费用规定，就商定的费用和差旅费开具贷记单。网络合作伙伴同意通过贷记单及其电子转账的方式进行会计处理。贷记单将与法定增值税（如适用）一起开具。网络合作伙伴必须根据法律规定向主管税务机关缴纳税款。如果网络合作伙伴没有义务支付增值税，则网络合作伙伴必须在开始网络合作伙伴活动时及时以书面形式说明这一点，但不得迟于网络合作伙伴接受订单的时间。

5.4 Further claims to Quality Austria are excluded.

不包括对Quality Austria的进一步索赔。

5.5 The preceding paragraphs 5.1 to 5.4 do not apply to partner orders, where the fee is agreed and invoiced between the network partner and the qualityaustria partner.

上述第5.1至5.4条不适用于合作伙伴订单，其中费用由网络合作伙伴和qualityaustria合作伙伴商定并开具发票。

## 6. Warranty and liability 保证和责任

6.1 The warranty and liability of the Network Partner shall be governed by the statutory provisions.

网络合作伙伴的保证和责任应受法律规定的约束。

6.2 In case of serious or sustainable breach of his\*her obligations (particularly, in case of breach of the duty of secrecy and IP rights), the network partner will have to pay a penalty in the amount of € 7,000.00 for each infringement to Quality Austria – notwithstanding further claims.

如果严重或持续违反其义务（特别是违反保密义务和知识产权），网络合作伙伴将不得不为每项侵权行为向Quality Austria支付7000.00欧元的罚款，尽管有进一步的索赔。

## 7. Special rules for examiners (certification of persons) in cooperation 合作审查员（人员认证）的特殊规则

7.1. The Network Partner in Cooperation has no contractual relationship with Quality Austria, in particular no employment, service or work contract relationship. The Network Partner in Cooperation is employed by the Cooperation Partner of Quality Austria and works for Quality Austria within the framework of the agreed cooperation with the Cooperation Partner. 网络合作伙伴与Quality Austria没有合同关系，特别是没有雇佣、服务或工作合同关系。网络合作伙伴受雇于Quality Austria合作伙伴，并在与合作伙伴商定的合作框架内为Quality Austria工作。

7.2. Accordingly, the provisions of these terms and conditions, which are based on a direct contractual relationship between Quality Austria and the network partner, do not apply to the network partners in cooperation. In particular, points 2.2, 2.6, 2.7, 2.8 and points 3.1 and 3.2 of these terms and conditions do not apply to network partners in cooperation. Point 2.5 applies to network partners in cooperation with the understanding that the **qualityaustria** services in which the network partner in cooperation is to participate are defined in the cooperation agreement within the framework of the cooperation.因此，这些条款和条件的规定是基于Quality Austria和网络合作伙伴之间的直接合同关系，不适用于合作中的网络合作伙伴。特别是本条款的2.2、2.6、2.7、2.8和3.1、3.2点不适用于网络合作伙伴。第2.5点适用于合作中的网络伙伴，但需要理解的是，合作中的网络伙伴将参与的qualityaustria服务在合作框架内的合作协议中有明确规定。

7.3 In particular, point 5 (fee, invoicing) does not apply to network partners in cooperation. Invoicing takes place between Quality Austria and the co- operation partner. 特别是，第5点（费用、发票）不适用于合作中的网络合作伙伴。发票由Quality Austria和合作伙伴之间开具。

## 8.Final provisions 最终条款

8.1 Should provisions of this contract are or become invalid, this shall not affect the validity of the remaining provisions. In place of the invalid provision, the valid provision that comes closest to the meaning and purpose of the invalid provision shall be deemed to have been agreed.

如果本合同的条款失效，不影响其他条款的效力。以最接近该无效条款的含义和目的的有效条款代替该无效条款，视为已达成协议。

8.2 There are no oral additional agreements to these terms and conditions. The version of these terms and conditions valid at the time of the latest order and available on the Quality Austria intranet shall apply.

这些条款和条件没有口头附加协议。这些条款和条件的版本在最新订单时有效，并可在Quality Austria内部网获得并适用。

8.3 The contractual relationship shall be governed exclusively by Austrian law. The place of jurisdiction shall be the Commercial Court of Vienna.

合同关系仅受奥地利法律管辖。管辖权地应为维也纳商事法院。

8.4 This document is drawn up in a single copy.

此文件一式一份。

**These terms and conditions are concluded by the signature of the network partner or in electronic form by the network partner accepting the terms and conditions by clicking on the field provided on the Quality Austria intranet.**

这些条款和条件由网络合作伙伴签名或通过点击**Quality Austria**内部网提供的字段接受条款和条件以电子形式签署。

|                                                           |
|-----------------------------------------------------------|
| Network partner 网络合作伙伴<br>(name in block letters 姓名以正楷书写) |
|                                                           |
|                                                           |
| Signature 签名 / Date 日期                                    |