



CDM 项目审定/核查合同

CDM PROJECT VALIDATION AND VERIFICATION CONTRACT

合同编号:

Ref. No.:

甲方:

Party A

地 址:

Address

电 话:

Telephone

法人代表:

Legal Representative

传 真:

Fax

联系人:

Contact Person

乙方: 中国质量认证中心

Party B: CHINA QUALITY CERTIFICATION CENTRE (CQC)

地 址:

电 话:

Telephone

法人代表:

Legal Representative:

传 真:

Fax

联系人:

Contact Person



CDM 项目审定/核查合同条款

CDM PROJECT VALIDATION/VERIFICATION CONTRACT CLAUSES

第一条 根据甲方 (_____) 的委托, 乙方将对位于 _____ 国家 _____ 省 _____ 市(县) _____ 经 _____ 度 _____ 纬 _____ 度的 (_____) 清洁发展机制 (简称: CDM) 项目进行:

审定 核查

Article 1 Commissioned by Party A _____, Party B will conduct validation verification over the Clean Development Mechanism (CDM) project _____ (Title) which is situated in _____ (country) (province) _____ (city / county), _____ (longitude and latitude).

依照《中华人民共和国合同法》的有关规定, 经双方平等协商, 达成一致意见, 签订本合同, 并承诺共同遵守。

Pursuant to relevant provisions of the Contract Law of the People's Republic of China, both parties hereto reached a consensus on the subject matter under this contract on the basis of equality and consultation and hereby sign and undertake to abide by this contract.

第二条 经双方商定本合同所覆盖的审定 (核查) 范围为 _____。

Article 2 Both parties hereto agree that the scope of validation/verification under this contract shall be:

第三条 经双方商定本合同所覆盖的审定 (核查) 期限为 _____。

Article 3 Both parties hereto agree that the term of validation/verification under this contract shall be: _____.

第四条 经双方约定的审定 (核查) 依据是联合国气候变化框架公约 (UNFCCC) 有关 CDM 的决议和规定以及东道国与 CDM 有关的法律法规及其他要求。

Article 4 The criteria of validation/verification hereto agreed by both parties is the CDM-related decisions and requirements under the United Nation's Framework Convention on Climate Change (UNFCCC) and laws, regulations and other requirements of the host country regarding to CDM.

第五条 本合同涉及的审定 (核查) 费用的详细内容及付款方式见第六条款的要求。审核员和



技术专家在现场审定 (核查) 时所发生的食宿费和差旅费用由甲方承担。

Article 5 The validation/verification fees incurred under this contract are shown in attached annex, quotation hereto CONFIRMED by BOTH parties. The boarding, lodging and traveling expenses incurred by the validation/verification concerned shall be borne by Party A.

第六条 费用

Article 6 Fees and Payment

甲方应按照该合同为乙方提供的审定 (核查) 服务支付费用, 支付方式如下:

Party A shall pay for the validation / verification services provided by Party B. The payment can be:

分期支付: 本合同签署后支付_____, 签发草案报告时支付_____, 签发最终报告时支付_____。

Installment payment: RMB _____ Yuan paid when the contract is signed; RMB _____ Yuan paid upon the issuance of the draft report; and RMB _____ Yuan paid upon the issuance of the final report.

一次性支付: 在审定 (核查) 前支付。

One-time payment: RMB _____ Yuan paid before validation/verification.

所有的费用不包括增值税或任何其他的来源地税及扣缴的税金或预提税 (withholding)。

All the fees shall be exclusive of the value-added tax, other local taxes of whatever sources and deducted / withholding tax.

甲方应在收到收费通知单后 20 天之内将相关费用汇往乙方指定账户, 若逾期付款, 则每日加收未履行合同金额的 0.5% 作为滞纳金。

Party A shall remit relevant fees to the bank account designated by Party B within 20 days upon receipt of the payment notice. For late payment, an additional sum of 0.5% of the delayed amount will be charged as the late fee on a daily basis.

注: 由于项目方 (甲方) 原因造成的追加的现场访问费用为 ¥10000 元/人日 (专家 ¥15000 元/人日)。

Note: the additional site visit fee (due to Party A's responsibility) is RMB 10,000 per man.day (expert RMB 15,000 per man.day).

第七条 甲方责任和权利

Article 7 Rights and Liabilities of Party A



1. 始终遵守审定 (核查) 的有关规定;
Always abide by provisions related to the validation / verification;
2. 准备该项目的 PDD 文件;
Prepare PDD of the project;
3. 按乙方要求提供 PDD 文件的相关辅助文件;
Provide relevant supporting documents of the PDD as required by Party B;
4. 按合同的约定向乙方支付相关费用;
Pay relevant fees to Party B as agreed in this contract;
5. 为乙方提供审定 (核查) 所需的安全的、符合法律法规要求的工作条件;
Provide Party B with safe work conditions which are in compliance with relevant laws and regulations;
6. 在审定 (核查) 之前或过程中, 告知乙方存在于项目现场的实际或潜在的健康和安全风险以及需采取的必要措施;
Inform Party B of the actual or potential health and safety risks on the project site before and during the validation/verification and take necessary countermeasures;
7. 在合同约定的时间范围内向乙方提供与审定 (核查) 相关的信息和文件;
Provide validation/verification-related information and documents for Party B during the term agreed in this contract;
8. 及时告知乙方可能对审定 (核查) 产生重大影响的变化;
Inform Party B the changes, which may have a significant impact on the validation/verification in a timely manner;
9. 按合同约定及时获得审定 (核查) 报告草案和最终审定 (核查) 报告;
Obtain the draft validation/verification report and the final validation/verification report timely as contracted;
10. 不得在审定 (核查) 结束后六个月内以独立的或通过第三方的方式雇用乙方委派的审定或核查人员, 也不得聘用任何与该项目审定或核查有关的乙方人员作顾问;
Offer no employment to any employee of Party B working on an assignment for Party A, nor will Party A use the services of any such employee of Party B as a consultant, either independently or via a third party, for a period of six months following the end of any involvement by the individual concerned in any assignment for Party A.



11. 在乙方要求时，向乙方提供所采取的纠正措施的记录；

Provide records of already taken corrective measures to Party B as required;

12. 如对审定（核查）过程、行为或结论有异议，可与审定（核查）组长协商解决。如不能达成一致意见，甲方可于审定（核查）结束后 30 天内向中国质量认证中心提出书面投诉或申诉。如对上述机构的决定仍有异议，可进一步向 UNFCCC-EB 提出复议。

If Party A disagrees with the validation/verification process, behavior or conclusion, it can amicably confer with the validation/verification team leader for a solution. If no consensus is reached, Party A can lodge a written complaint or appeal to China Quality Certification Center within 30 days after the validation/verification. If Party A still disagrees with the resolution of the foregoing institution, it can further apply to UNFCCC-EB for a review.

13. 除非乙方开展委托活动的行为存有恶意或重大过失，否则甲方应保证乙方依据甲方委托开展活动的行为不受任何第三人的权利主张或索赔，如出现第三人的权利主张或索赔，甲方应赔偿乙方因此而遭受的一切损失。

Unless and to the extent that Party B is involved in willful default or gross negligence in the performance of the commissioned activity, Party A shall indemnify on demand and hold Party B harmless against all actions, any claims, proceedings, losses, damages, costs and expenses whatsoever and howsoever arising from or in any way connected with this contract; and if third party claims do occur, Party A shall indemnify Party B against any and all the losses resulting therefore.

第八条 乙方责任和权利

Article 8 Rights and Liabilities of Party B

1. 严格遵守 UNFCCC 的相关规定，客观、公正地为甲方提供审定（核查）服务；

Strictly abide the relevant regulations of the UNFCCC and provide validation/verification services to Party A in an objectively and impartial manner;

2. 遵守公正性与保密声明；

Abide impartiality and confidentiality commitment;

3. 向甲方提供有关公开文件；

Provide publicly available documents to Party A;

4. 在签订合同后委派有资格人员实施审定（核查）；

Designate suitably qualified personnel to conduct the validation/verification after



signing this contract;

5. 向甲方及时提交审定(核查)计划,按约定时间提交审定(核查)报告草案及最终审定(核查)报告;

Submit validation/verification plan, draft validation/verification report and final validation/verification report to Party A at agreed time;

6. 按双方约定的时间及时向 UNFCCC-EB 提交最终审定(核查)报告,申请注册或 CER 签发;

Submit the final validation/verification report and apply for registration or CER issuance to the UNFCCC-EB at agreed time;

7. 对审定(核查)中了解到的甲方非公开性的资料予以保密,但法律有要求时除外。保密责任不以本合同终止而失效。

Keep the obtained private information of Party A confidential in the process of validation/verification, excluding what is legal requirement; the liability of confidentiality shall remain applicable not with standing the termination of this contract.

第九条 合同双方有权通知另一方变更或解除合同,变更或解除本合同的通知或协议,应当采取书面形式提前通知对方。

Article 9 Either party hereto is entitled to inform the other one the variation or cancellation of this contract. The notice or agreement of the variation or cancellation of this contract shall be in writing and delivered to the other party in advance.

第十条 当合同一方进入破产清查程序时,另一方可以立即终止本合同。

Article 10 If a party hereto enters into the insolvency liquidation procedures, the other party is entitled to terminate this contract forthwith.

第十一条 当合同一方出现实质性违约且无法在 15 天内补救时,另一方可以立即终止本合同。

Article 11 If a party hereto is involved in material or substantial breach of this contract and can not remedy the breach within 15 days, the other party is entitled to terminate this contract forthwith.

第十二条 在合同履行过程中,若非因乙方的原因,甲方中途提出终止合同,则甲方仍应支付全部费用。

Article 12 If Party A terminates this contract in the execution of this contract for other reasons than those of Party B, Party A shall still pay the entire due expenses to Party B.

第十三条 在合同有效期内,由于甲方或乙方责任使另一方利益受损失的,责任方应承担赔偿,



赔偿的实施由协商解决。

Article 13 If one party hereto sustains loss which is attributable to the other party during the term of this contract, the liable party shall indemnify the other party against the loss, the execution of which shall be based on negotiation.

第十四条 乙方在审定(核查)过程中开发的需交付的知识产权作为审定(核查)服务的一部分归甲方所有,乙方享有免费使用权。在 CDM 审定(核查)过程中,不属于交付部分的知识产权如信息、文件数据和计算机程序应归乙方所有。除非特别协定,在本合同生效之前已经存在的知识产权及对该知识产权的改进,无论是否登记,不受本合同的约束。

Article 14 The intellectual property to the deliverables developed in the process of Party B's validation/verification as part of the validation/verification service shall belong to Party A while Party B is entitled to utilize such intellectual property for free. However, such intellectual property as information, documents data and computer programs which do not fall into the deliverables in the process of the CDM validation/verification service shall be in the possession of Party B. Unless otherwise agreed, the intellectual property as well as their refinements which have already been in existence before this contract takes effect, no matter registered or not, shall not be bound by this contract.

第十五条 双方因不可抗力造成的合同延迟或失败,免除赔偿责任,包括但不限于战争、天灾、火灾、爆炸、劳工争议等,受到影响的一方应立即书面通知另一方。

Article 15 Both parties hereto shall be exempted from the compensation liability in the events of delay or failure in executing this contract due to force majeure, including but not limited to an act of war, natural disaster, fire, explosion and labor disputes; the affected party shall notify the other party thereof in writing forthwith.

第十六条 本合同应受中华人民共和国的法律约束,保持与中华人民共和国法律相一致。如本合同在执行中产生任何纠纷,甲乙双方应友好协商解决。如协商无效,可在双方认可的仲裁机构申请仲裁,仲裁费用应由双方平均分担。

Article 16 This contract shall be governed by and comply with laws of the People's Republic of China. Any dispute arising from the execution of this contract shall be settled by amicable consultation in the first place. If failed, it can be submitted to an entity recognized by both parties for arbitration and the fee arising from shall be averagely shared by both parties.

第十七条 本合同自双方签字盖章之日起生效。

Article 17 This contract shall take effect on the date when both parties hereto duly sign and seal this contract.

第十八条 本合同未尽事宜,双方同意通过合同附件予以规定,合同附件与合同具有同等效力。

Article 18 Both parties hereto agree that issues uncovered by this contract shall be provided otherwise in the appendix hereto, which has the same legal force as this contract



per se.

第十九条 本合同一式二份, 甲、乙方各执一份。

Article 19 This contract is printed in duplicate, each party holds are respectively.

甲方:

乙方:

Party A:

Party B:

地址:

户名:

Address:

Account Name:

电话:

开户行:

Tel:

Opening Bank:

传真:

账号:

Fax:

Account No.:

授权签约人:

授权签约人:

Authorized Signatory:

Authorized Signatory:

(盖章) (seal)

(盖章) (seal)

日期:

日期:

Date:

Date:



合同附件

CONTRACT ANNEX

合同编号:

Ref. No.:

项目名称:

Project Name:

下表为预期的项目审定时间进度。

Below is the tentative schedule for the validation of this Project.

预期时间表Tentative Schedule: (week)														
工作周Week Starting	1	2	3	4	5	6	7	8	9	10	11	12	13	
1.CQC收到PDD文件CQC receives the PDD														
2.文件评审Desk Review														
3.30日的公示30 days GSP														
4.现场评审On-site Interview														
5.提交草案报告/验证CARs与CRs Draft Report Submission/Resolution of CARs and CRs														
6.最终报告 Final Validation (Depending on clients' response to CARs and CRs)														
7.提交注册Submission of Request for Registration														

甲方:
Party A:

乙方: 中国质量认证中心
Party B: China Quality Certification Centre

签字/盖章
Signature/Seal

签字/盖章
Signature/Seal

日期: 年 月 日
Date:

日期: 年 月 日
Date: