

## 认证机构与客户的法律合同

认证机构应与客户签订法律合同（即法律上可执行的协议），以提供认证活动。如果客户有多个场所，认证机构应确保认证机构与客户之间的法律合同涵盖每个客户场所。

一个客户场所没有被包括在认证机构和客户的法律合同中之前，不应被包括在集团审核方案中。

### **Certification body legal contract with the client**

The certification body shall have a legal contract (i.e., a legally enforceable agreement) with the client for the provision of IATF 16949 certification activities. Where there are multiple client locations included in the scope of certification, the certification body shall ensure that each client location is covered by a legal contract between the certification body and client.

A client's location shall not be included in a corporate scheme until it has been included in the legal contract between the certification body and the client.

### 认证机构与客户之间的法律合同应包括下列规定：

#### **The legal contract between the certification body and the client shall include the following provisions:**

- a) 客户应在合同签订前提供与先前和/或现有 IATF 16949 认证相关的认证机构信息。

The client shall provide the certification body information related to previous and/or existing certification to IATF 16949 before contract signature.

- b) 客户应将重大变更通知认证机构。

The client shall notify the certification body of significant changes.

- c) 客户不应拒绝 IATF 对认证机构的见证审核。

The client shall not refuse an IATF witness audit of the certification body.

- d) 客户不应拒绝认证机构内部见证审核。

The client shall not refuse a certification body internal witness audit.

- e) 客户不应拒绝 IATF 观察员的出席。

The client shall not refuse the presence of IATF observers.

- f) 客户不应拒绝认证机构向 IATF 提供最终审核和不符合报告的要求。

The client shall not refuse the request of the certification body to provide the final audit and nonconformity reports to the IATF.

g) IATF 标识仅允许在认证机构签发的证书或符合证明函上显示。禁止客户将 IATF 标识用于任何其他用途。

The only use of the IATF logo is as displayed on the certificate or the letter of conformance issued by the certification body. Any other use of the IATF logo by the client is prohibited.

注：客户可出于营销和广告目的复制带有 IATF 标识的 IATF 16949 证书。

Note: The client may duplicate the IATF 16949 certificate bearing the IATF logo for marketing and advertising purposes.

h) 审核中，客户质量管理体系的相关咨询师不应实际出现在客户现场，也不应以任何方式直接或间接参与审核。客户未能满足本合同要求将导致认证机构终止审核。

Quality management system-related consultants to the client shall not be physically present at the client's site during an audit and shall not participate in the audit in any way either directly or indirectly. The client's failure to meet this contractual requirement shall result in audit termination by the certification body.

i) 客户应按照认证机构的要求向认证机构提供审核前策划信息。

The client shall provide pre-audit planning information to the certification body as required by the certification body.

j) 一旦与新认证机构签订法律合同，客户应将其转移意图通知认证机构。

注 1：该通知可允许合同延期，直至新认证机构完成所有转移活动，从而允许 IATF 16949 证书在再认证审核到期日后最多一百二十（120）个日历日或证书到期日（以先到者为准）前保持有效。如果在监督审核时发生转移，则 IATF 16949 证书的有效期限最长为监督审核到期日后的二百一十（210）个日历日。

注 2：认证机构可能有其他正当理由在转移活动完成前取消合同或撤销客户认证。

Note 1: This notification may allow the contract to be extended until all transfer activities are complete with the new certification body, which allows the IATF 16949 certificate to remain valid for a maximum of one-hundred-and-twenty (120) calendar days after the recertification audit due date (see section 10.0) or until the certificate expiration date, whichever comes first. In cases where a transfer occurs at a surveillance audit, the IATF 16949 certificate would be allowed to remain valid for a maximum of two-hundred-and-ten (210) calendar days after the surveillance audit due date.

Note 2: The certification body may have other valid reasons for cancelling the contract or withdrawing the client's certification before the transfer activities are completed.

k) 客户应与认证机构合作，解决与向另一家 IATF 认可的认证机构转移或从另一家 IATF 认可的认证机构转移相关的未解决的问题。

The client shall work with the certification body to resolve open issues related to its transfer to or from another IATF-recognized certification body.

l) 当其认证被注销，撤销或过期时，客户应从所有内部和外部营销渠道删除所有提及 IATF16949 认证的内容，包括但不限于网站、印刷和电子媒体。

The client shall remove all references to IATF 16949 certification from all internal and external marketing channels—including, but not limited to, websites and printed and electronic media—when its certification is cancelled, withdrawn, or expired

m) 认证机构应在十（10）个日历日内通知其客户认证机构所有权状态的变更或 IATF 认可的丧失。

The certification body shall notify its clients within ten (10) calendar days of any changes in the certification body's ownership status or loss of IATF recognition.

n) 认证机构应与客户合作，解决与客户转移到另一 IATF 认可的认证机构或从另一 IATF 认可的认证机构转移相关的未解决的问题。

The certification body shall work with the client to resolve open issues related to the client's transfer to or from another IATF-recognized certification body.

o) 认证机构，包括其担保的所有 IATF 16949 审核员，应遵守各自客户管辖区的所有相关数据保护法，并在相关个人身份信息的使用方面提供足够的透明度（PI）。

任何违反上述条款 a) - l) 的行为应被视为重大违约，导致认证机构采取适当措施，包括但不限于审核终止、审核取消、合同取消或认证撤销。

The certification body, including all of its sponsored IATF 16949 auditors, shall comply with all relevant data protection laws for the respective client jurisdictions and provide sufficient transparency regarding the use of relevant personally identifiable information.

## 客户重大变更通知

### Notice of significant changes by a client

客户应通知认证机构即将发生的变更，这些变更可能影响质量管理体系继续满足 IATF16949 认证要求的能力。如，这些包括与以下方面有关的变更：

The client shall notify the certification body of imminent changes that may affect the capability of the quality management system to continue to fulfill the requirements of the IATF 16949 certification. These include, for example, changes relating to:

- a) 法律状况  
Legal status
- b) 所有权状况（例如、合并、收购、联盟、合资企业等）  
Ownership status (e.g., mergers, acquisitions, alliances, joint ventures, etc.)
- c) 管理结构（如最高管理者、关键决定人员等）  
Management structure (e.g., top management, key decision-making staff, etc.)
- d) 联系地址或场所  
Contact address or location
- e) 制造过程或支持活动的搬迁  
Relocation of the manufacturing process(es) or support activities
- f) 关闭或搬迁制造现场、扩展制造现场或独立远程支持场所  
Closure or relocation of a manufacturing site, extended manufacturing site, or a standalone remote support location
- g) 质量管理体系下的运行范围，包括将在认证范围内涵盖的任何新场所和/或支持场所  
Scope of operations under the quality management system, including any new locations and/or support relationships to be covered in the certification scope
- h) 将质量管理体系过程外包给其他组织  
Outsourcing of quality management system processes to other organizations
- i) 根据 IATF OEM 顾客特定要求（如，特殊状态条件等）中所述，要求通知认证机构顾客不满意情况  
Customer dissatisfaction scenarios that require certification body notification as described in IATF OEM customer-specific requirements (e.g., special status conditions, etc.)
- j) 与另一家 IATF 认可的认证机构签订的合同  
A signed contract with another IATF-recognized certification body