

# 声明及标识使用许可条款与条件

## Terms and Conditions for Statement and Mark Usage License

### 1. 简介 Introduction

本条款条件适用于所有使用钛和认证（上海）有限公司（以下简称“钛和认证”）审定和核查标识（“钛和认证标识”）的客户。

These terms and conditions apply to all clients using the validation and verification mark (“TiCert. Mark”) of Ti Certification (Shanghai) Co., Ltd. (hereinafter referred to as “TiCert.”).

客户和钛和认证或其代理之间签订的合同或建议书中定义的核证声明（“声明书”）的发行，包括但不限于：

The issuance of the verified statement (“Statement”) as defined in the contract or proposal signed between the client and TiCert. or its agents includes but is not limited to:

- 温室气体排放审定与核查 Validation and verification of greenhouse gas emissions
- 碳足迹核查 Carbon footprint verification
- 碳中和审定及核查 Validation and verification of carbon neutrality
- 中和承诺审定与碳中和实现核查 Validation of neutrality commitment and verification of carbon neutrality achievement

钛和认证将授予该客户一个非专用的和不可转让的许可证，以便使用与钛和认证标识使用指引中确定的客户的宣传材料、产品包装有关的标识。

TiCert. will grant the client a non-exclusive and non-transferable license to use the mark in connection with the client's promotional materials and product packaging as identified in the TiCert. Mark usage guidelines.

钛和认证保留在任何时候取代现行钛和认证标识或修改这些条款的权利。如有任何变更，将书面通知客户，并在钛和认证合理要求的适当时间范围内实施变更。

TiCert. reserves the right to replace the current TiCert. Mark or modify these terms at any time. Any changes will be notified in writing to the client and implemented within an appropriate timeframe reasonably required by TiCert..

使用钛和认证标识的客户同意下述条款。

Clients using the TiCert. Mark agree to the following terms.

### 2. 使用条件 Conditions of use

#### 2.1 客户明确同意：The client expressly agrees that:

- 它将依据合同条款、本条款与条件以及任何钛和认证不时发布的指南或用法说明使用钛和认证标识；

It will use the TiCert. Mark in accordance with the contract terms, these terms and conditions, and any guidelines or instructions for use issued by TiCert. from time to time;

- 它将按照钛和认证规定的方式在宣传材料和产品包装上使用钛和认证标识；

It will use the TiCert. Mark on promotional materials and product packaging in the manner prescribed by TiCert.;

(c) 它将只在认证证书或声明书中提到有关的审定或核证范围内使用该标识，而不产生任何与下列声明内容相关的混淆或欺诈：(i)证书或声明书中提及的保证等级等；(ii)客户被核证的时间段或证书有效期。

It will use the mark only within the relevant validation or verification scope mentioned in the certification certificate or statement, and will not create any confusion or deception related to the content of the following statements: (i) the level of assurance mentioned in the certificate or statement; (ii) the time period for which the client has been verified or the validity period of the certificate.

(d) 如宣传材料同时涉及被核证的客户组织和未包括的其它客户组织，钛和认证标识不得以任何会暗示客户所有组织已被核证的方式使用；

If promotional materials refer to both the verified client organization and other client organizations not included, the TiCert. Mark shall not be used in any way that implies that all of the client's organizations have been verified;

(e) 当钛和认证合理要求时，将提供合理的途径和合作以保护钛和认证标识，并保证遵守本许可条款与条件；

When reasonably requested by TiCert., it will provide reasonable access and cooperation to protect the TiCert. Mark and ensure compliance with these license terms and conditions;

(f) 出现以下情况，钛和认证标识将不会在证书或声明书的有效期限内或以后使用（具体视情况而定）：(i)质疑或挑战标识的有效性或所有权；(ii)任何方式变更、修改或涂改钛和认证标识的表述；(iii)注册或试图注册钛和认证标识，或对钛和认证标识进行任何仿造；(iv)提出或声称对钛和认证标识任何的拥有权；(v)对钛和认证、及其继承人或指定者去授权按本许可条款与条件使用钛和认证标识的权利提出异议。

The TiCert. Mark will not be used during or after the validity period of the certificate or statement (as applicable) in the following cases: (i) questioning or challenging the validity or ownership of the mark; (ii) altering, modifying or tampering with the representation of the TiCert. Mark in any way; (iii) registering or attempting to register the TiCert. Mark, or creating any imitation thereof; (iv) asserting or claiming any ownership of the TiCert. Mark; (v) objecting to the right of TiCert., its successors or designees to authorize the use of the TiCert. Mark under these license terms and conditions.

(g) 当客户意识到有任何可疑的或实际未获授权使用钛和认证标识时，它将向钛和认证报告；以及如果发生接管、合并或转让等活动，必须获得钛和认证的书面许可，方可转让钛和认证标识的使用权。



When the client becomes aware of any suspected or actual unauthorized use of the TiCert. Mark, it will report it to TiCert.; and in the event of a takeover, merger or transfer, the right to use the TiCert. Mark may only be transferred with the written permission of TiCert..

(h) 钛和认证核证标识不得用于以下目的认可：(i)由钛和认证赞助；(ii)引起混乱、错误或欺骗；(iii)削弱玷污钛和认证的名称或钛和认证核证标识和其它任何在钛和认证网站的标识。

The TiCert. Mark shall not be used for the purpose of implying: (i) sponsorship by TiCert.; (ii) causing confusion, error or deception; (iii) weakening or tarnishing the name of TiCert. or the TiCert. Mark and any other marks on the TiCert. website.

## 2.2 可接受与不可接受的使用范例：Examples of acceptable and unacceptable use:

### 2.2.1 标识使用范例 Examples of mark usage

可接受的标识使用范例 Acceptable examples of mark usage	
	<p>“我们的温室气体数据和信息清单已被 TiGroup 核查。”</p> <p>“Our greenhouse gas data and information inventory has been verified by TiGroup.”</p> <p>“在其日期为 20xx-xx-xx 的意见中，TiGroup 得出具有合理保证的结论，即我们声明中的数据 and 信息被公允地表述。”</p> <p>“In its opinion dated 20xx-xx-xx, TiGroup concluded with reasonable assurance that the data and information in our statement are fairly presented.”</p>
不可接受的标识使用范例 Unacceptable examples of mark usage	
	<p>“我们的温室气体数据和信息清单证实[责任方名称]已经达成其可持续性目标并实现了基于科学的指标，使我们走上了过渡到低碳经济的道路，这与《巴黎协定》的目标是一致的。”</p> <p>“Our greenhouse gas data and information inventory confirms that [name of responsible party] has achieved its sustainability goals and met science-based targets, putting us on a path to transition to a low-carbon economy, consistent with the goals of the Paris Agreement.”</p>

2.2.2 可接受的对经过审定或核查的环境信息声明的引用范例

Acceptable examples of reference to validated or verified environmental information statements

主体事项的性质 Nature of subject matter	简易格式 Simple format	详细格式 Detailed format
历史的 Historical	“经合理保证程度核查的” “Verified with reasonable assurance”	“在其日期为 20xx-xx-xx 的意见中，TiGroup 做出了提供合理保证的结论，即我们的声明公允地表述了其中的数据和信息。” “In its opinion dated 20xx-xx-xx, TiGroup concluded, providing reasonable assurance, that our statement fairly presents the data and information therein.”
历史的 Historical	“经有限保证程度核查的” “Verified with limited assurance”	“在其日期为 20xx-xx-xx 的意见中，TiGroup 没有发现证据表明我们的声明未公允地表述其中的数据和信息。” “In its opinion dated 20xx-xx-xx, TiGroup found no evidence that our statement does not fairly present the data and information therein.”
预测或预报 Forward-looking or forecast	“经审定的” “Validated”	“在其日期为 20xx-xx-xx 的意见中，TiGroup 说明其没有发现任何证据表明我们声明中引述的假定、方法和限制没有为我们的预测或预报提供合理的基础。” “In its opinion dated 20xx-xx-xx, TiGroup stated that it found no evidence that the assumptions, methods and limitations cited in our statement do not provide a reasonable basis for our predictions or forecasts.”

2.2.3 对基于产品生命周期评审的核查和商定程序声明的引用范例

Examples of reference to verification based on product life cycle review and agreed-upon procedures

statements

引用类型 Reference type	短文本 Short text	长文本 Long text
职能或声明的单元 (混合合约) Functional or declarative unit (mixed contract)	“已确认” “Confirmed”	“我们声明中的上游以及核心数据和信息已由 TiGroup 核查，下游数据和信息已由 TiGroup 通过商定程序测试，机构没有发现任何证据显示我们的声明没有被公正表述。TiGroup 的核查意见及事实发现报告于 20xx-xx-xx 出具。” “The upstream and core data and information in our statement have been verified by TiGroup, and the downstream data and information have been tested by TiGroup through agreed-upon procedures. The organization has found no evidence that our statement is not fairly presented. TiGroup’s verification opinion and fact findings report were issued on 20xx-xx-xx.”

### 3. 审定与核查机构认可标识和国际互认联合认可标识的使用 Use of the validation and verification body accreditation mark and the joint international recognition accreditation mark

#### 3.1 审定或核查标志与 CNAS 认可标志结合使用:

Combined use of the validation or verification mark with the CNAS accreditation mark:

钛和认证向获证组织颁发带“CNAS”认可标志的认证证书时，获证组织方可使用“CNAS”认可标志。获证组织使用认可标志时，应注明钛和认证的认可注册号。

When TiCert. issues a certification certificate bearing the “CNAS” accreditation mark to a certified organization, the certified organization may use the “CNAS” accreditation mark. When using the accreditation mark, the certified organization shall indicate TiCert.’s accreditation registration number.



中国认可  
环境信息  
ENVIRONMENTAL INFORMATION  
CNAS VVXXX-EI

此标志仅限于通过 CNAS 认可后，非国际互认类别使用。

This mark is limited to use for non-international mutual recognition categories after obtaining CNAS accreditation.

#### 3.2 审定或核查标志与 CNAS 认可标志、IAF 国际互认标志结合使用

Combined use of the validation or verification mark with the CNAS accreditation mark and the IAF international mutual recognition mark



中国认可  
国际互认  
环境信息  
ENVIRONMENTAL INFORMATION  
CNAS VVXXX-EI

此标志仅限于温室气体组织碳核查在认可范围内使用。

This mark is limited to use for carbon verification of greenhouse gas organizations within the accredited scope.

### 3.3 审定或核查标志单独使用 Sole use of the validation or verification mark



## 4. 版税 Royalties

版税包含在合同明确说明的赔偿中。

Royalties are included in the compensation expressly stated in the contract.

## 5. 中止和撤销 Suspension and withdrawal

5.1 当客户违反了任何这些使用条款与条件、合同条款，且未能在钛和认证允许的时限内撤销其违反行为或采取其它适当补救措施时，向客户发出通知后，钛和认证可即时中止标识的使用权。

When the client violates any of these terms and conditions of use or contract terms and fails to remedy the violation or take other appropriate corrective action within the time period permitted by TiCert., TiCert. may suspend the right to use the mark immediately after notifying the client.

5.2 当(i)客户被通知中止钛和认证标识的使用权，却不能在钛和认证允许的时限内采取合理的纠正行动时，或(ii)依据合同条款认证证书或声明书被取消时，向客户发出通知后，钛和认证标识的使用权可即时撤销。

When (i) the client is notified of the suspension of the right to use the TiCert. Mark but fails to take reasonable corrective action within the time period permitted by TiCert., or (ii) the certification certificate or statement is cancelled in accordance with the contract terms, the right to use the TiCert. Mark may be withdrawn immediately after notifying the client.

## 6. 客户担保和赔偿 Client guarantee and indemnity

如出现下列经证明是重大疏忽的情况下，钛和认证可能因而直接或间接承担、招致、负责或支付任何索赔、损失、赔偿金、开支和成本（包括合理的律师费用），客户同意保障和确保钛和认证免于承担任何责任：

In the event that TiCert. may, as a result of the following proven gross negligence, directly or indirectly assume, incur, be liable for or pay any claims, losses, damages, expenses and costs (including reasonable legal fees), the client agrees to indemnify and hold TiCert. harmless from any liability:

- 客户或其高级职员和其员工违反任何这些条款；客户或其高级职员或其员工的任何疏忽行为，失职或故意的行为、失误或遗漏，包括任何未遵守客户因其业务性质而需遵守的任何法规条款；或

The client or its officers and employees violate any of these terms; any negligent act, default or intentional act, error or omission of the client or its officers or employees, including any failure to comply with any regulatory provisions that the client is required to comply with due to the nature of its business; or

- 由于客户或其高级职员或员工的任何疏忽或故意的行为、失误或遗漏而引起的任何损失或财产损害或任何人员伤亡（包括身体伤害）。

Any loss or property damage or any personal injury (including bodily injury) arising from any negligent or intentional act, error or omission of the client or its officers or employees.

## 7. 中止或撤销的效力 **Effect of suspension or withdrawal**

7.1 收到中止通知后，客户必须在中止期间遵守任何钛和认证发出的与标识使用有关的任何合理的书面指导，以保证第三方不被误导认为未被中止。

After receiving a suspension notice, the client must, during the suspension period, comply with any reasonable written instructions issued by TiCert. relating to the use of the mark to ensure that third parties are not misled into believing that the suspension has not occurred.

7.2 收到钛和认证标识使用权被撤销的通知后，客户承诺遵守以下规则，并自行承担费用：

After receiving notice that the right to use the TiCert. Mark has been withdrawn, the client undertakes to comply with the following rules at its own expense:

(a) 即时停止使用且无进一步的权利使用钛和认证标识或进行任何仿造；

Immediately cease using and have no further right to use the TiCert. Mark or any imitation thereof;

(b) 即时停止明示或暗示表示其现时仍有使用标识的权利；

Immediately cease to expressly or implicitly indicate that it still has the right to use the mark;

(c) 从其库存的宣传材料上删除或消除钛和认证标识或销毁上述材料；

Remove or eliminate the TiCert. Mark from its inventory of promotional materials or destroy such materials;

(d) 遵守任何其它钛和认证合理要求用以防止进一步违约或降低任何违约行为带来之负面后果的行动，包括向公众提供信息。

Comply with any other actions reasonably requested by TiCert. to prevent further breaches or mitigate the negative consequences of any breach, including providing information to the public.

## 8. 终止的效力 **Effect of termination**

8.1 当认证或声明终止时，客户承诺采取下列行动并自行承担费用：

When the certification or statement is terminated, the client undertakes to take the following actions at its own expense:

(a) 即时停止钛和认证标识的使用或任何仿造；

Immediately cease use of the TiCert. Mark or any imitation thereof;

(b) 从宣传材料上删除钛和认证标识或销毁上述材料。

Remove the TiCert. Mark from promotional materials or destroy such materials.

## 9. 总则 **General provisions**

钛和认证标识使用权终止后，第 6、7 和 8 条仍然生效。

Clauses 6, 7 and 8 shall remain in effect after the termination of the right to use the TiCert. Mark.