**合同号[OFDC-XX-XX]**

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**南京国环有机产品认证中心有限公司**

CHINA ORGANIC FOOD DEVELOPMENT AND CERTIFICATION CENTER

**有机产品认证合同**

**Contract of Organic Certification**

**委托方（甲方）**

**受委托方（乙方）南京国环有机产品认证中心有限公司**

**签约日期年月日**

**Consigner（Party A）**

**Consignee（Party B）**

**Contract Signing Date**

（甲方）为了获得南京国环有机产品认证中心有限公司（OFDC，乙方）的有机认证，委托乙方按照GB/T19630-2019有机产品生产、加工、标识与管理体系要求 欧盟有机法规（EU 848/2018）加拿大有机认证标准CAN/CGSB‑32.310和 CAN/CGSB‑32.311加拿大有机认证标准CAN/CGSB‑32.310和 CAN/CGSB‑32.311+美国-加拿大有机等效协议和适用的法律法规对申请认证的生产单元（具体信息见附件一）进行有机认证。经双方友好协商，依据《中华人民共和国民法典》合同编之规定，签订本协议。

*(Consignor)* **(**Hereinafter referred to as Party A) entrusts OFDC (Hereinafter referred to as Party B) with the job of having the operation applied for certification (see Annex 1 for details) cited in the application from Party A certified to the standards of GB/T19630 Organic products—Requirements for production, processing, Labeling and management system;  EU Organic Regulation (EU 848/2018), Canadian Organic Product Certification CAN/CGSB‑32.310& CAN/CGSB‑32.311,Canadian Organic Product + US-Canada Organic Equivalency Agreement Certification and related laws and regulations. Under the Book Three Contracts in the Civil Code of the People's Republic of China, and after friendly negotiations, the two parties have agreed to sign the following contract.

**甲方的义务和权利：Rights and Obligations of Party A：**

1. 在生产/加工过程中持续满足有机认证标准，包括变更的认证要求；如实向乙方提交认证调查表及有关认证材料，并保证提交资料的真实性和客观性，同时为乙方提供检查的必要工作条件。Strictly follow the Organic Standards for Organic Certification in its operation (production/processing), includes changes to certification requirements, fill out the questionnaire truthfully as it is and hand it in along with relevant supporting material; and ensure reality and objectivity of the submitted materials; and provide necessary conditions for work of Party B.
2. 检查员在现场检查时若认为有必要增加本合同之外规定的样品采集数，则增加的样品分析费由甲方另行支付。The inspector may take additional samples beyond the number in the contract for test when it is deemed necessary during the inspection, and Party A shall bear the extra cost of the additional sample test.
3. 有义务向乙方开放与申请检查有关的所有生产/加工原始记录、销售台帐，生产设施和仓储设施等在内的全部经营管理过程；同意乙方在现场拍摄与检查有关的照片。接受乙方安排的未通知检查和对投诉的调查，保存已知的与认证要求符合性有关的所有投诉记录，针对投诉以及在产品中发现的影响认证要求符合性的任何缺陷采取适当的措施并保持记录，在乙方要求时提供上述记录。Party A is obligated to let the inspector to have access to all sections of the entire operation processes, including primary records, sales account, production facilities, and storage facilities, of the farm/processing plant/handler to be certified, and have freedom to take photos of any parts of the operation on the site.Accept unannounced inspections and investigations of complaints arranged by Party B, keep records of all complaints known to be related to compliance with certification requirements, take appropriate measures against complaints and any defects found in products that affect compliance with certification requirements and maintain records, and provide the above records upon Party B's request.
4. 同意接受认可机构和认证监管等行政执法部门的监督和检查。Party A agrees to accept supervision and audit from accreditation bodies and administration authorities.
5. 获证后，具有按规定正确使用认证证书和标志标识的合法权益，具有对外正确宣传其获得认证证书资质的权利，向第三方提供认证文件的复印件时，应提供完整的文件复印件，不应采用误导方式使用或部分使用认证检测报告、检查报告、认证证书和认证标志。在宣传本企业认证结果时，严格按认证证书范围进行宣传，不损害乙方的声誉。After being certified, Party A has the legal right to use the certificate and certification mark and to publicize its qualification of certification by right way. If Party A provides copies of the certification documents to others, the documents shall be reproduced in their entirety. Any misleading using of any part of the test report, inspection report for certification, and the certificate and certification mark are prohibited. The advertisement for certification shall be within scope of the certificate, and shall not damage reputation of OFDC.
6. 要求变更认证证书时，须向乙方提出书面申请。When requesting to change the certificate, a written application must be submitted to Party B.
7. 建立信息通报制度。发生下列情况之一时，在认证证书有效期内，及时向乙方通报。Set up information notification system, and report the following information to Party B in time, within the valid period of the certificate。

（1）法律地位、经营状况、组织状态或所有权变更的信息；Changes of legal status, operation situation, organization status or ownership；

（2）法定代表人或实际控制人、注册地址、联系地址变更的信息；Changes of Legal representative or actual controller, registered address, or contact address

（3）有机产品管理体系、生产、加工、经营过程或生产加工经营场所变更的信息；Changes of organic management system, process or premises of production, processing and handling；

（4）认证产品的生产、加工、经营场所周围发生重大动植物疫情、环境污染的信息；Significant animal epidemic, plant disease or environmental pollution near the production, processing or handling site for organic certification；

（5）生产、加工、经营及销售中发生的有机产品质量安全重要信息，如相关部门抽查发现存在严重质量安全问题或消费者重大投诉等；Significant accident related to quality safety of organic product during production, processing, handling and sales, such as serious problem of the product quality found by administrative authority, or vital problem from consumer’s complaint;

（6）获证组织因违反国家农产品、食品安全管理相关法律法规而受到处罚；Party A was punished because of violation to national laws/regulations of agricultural/food safety;

（7）采购的配料或产品存在不符合认证依据要求的情况；Non-compliance was found in the purchased ingredients or products;

（8）不合格品撤回及处理的信息；Withdrawal of or treatment to unqualified product;

（9）销售证和有机码的使用情况；Usage of transaction certificates and organic code;

（10）其他重要信息。Other important information.

1. 甲方应（仅适用于欧盟有机法规认证）**Rights and Obligations of Party A：(only apply for EU EU Organic Regulation Certification )**：
2. 其他管理机构或认证机构依据欧盟成员国制定的监管规定对甲方和/或其分包方检查，允许这些管理机构或认证机构（包括乙方）相互之间的信息沟通；If other regulatory agencies or certification agencies inspect Party A and/or its subcontractors in accordance with the regulatory requirements established by EU member states, these regulatory agencies or certification agencies (including Party B) are allowed to communicate with each other;
3. 甲方和/或其分包方变更其管理机构或认证机构，应向其新的管理机构或认证机构转交原认证文件；If Party A and/or its subcontractors change their management agency or certification body, they shall forward the original certification documents to their new management agency or certification body;
4. 甲方如果注销认证，应立即通报其相关的监管部门和管理机构或认证机构，包括乙方；If Party A cancels the certification, it should immediately notify its relevant regulatory authorities and management agencies or certification bodies, including Party B;
5. 甲方如果注销认证，也应将原认证文件保存至少5年；If Party A cancels the certification, the original certification documents should also be kept for at least 5 years;
6. 如果甲方自己的产品，或从其他操作者或分包方那里接收的产品被发现有影响有机状态的不符合，应识别和分隔相关产品，立即通报其所有的管理机构或认证机构。并在适当时向其提供可获得的资料，与有关控制当局或控制机构充分合作，核查和识别涉嫌不符合的原因。通报方包括乙方；If Party A’s own products or products received from other operators or subcontractors are found to have non-conformities affecting the organic status, they should identify and separate the product concerned，immediately notify all its control authorities or control bodies, provide it with available elements, where appropriate, fully cooperate with OFDC in verifying and identifying the reasons for the suspected non-compliance. Notified party shall including Party B;
7. 在发生违规或违法的情况时，甲方接受按照有机生产法规的强制措施制裁；In the event of violations of regulations or laws, Party A accepts sanctions based on compulsory measures in accordance with organic production regulations;
8. 在证书注销、被暂停或撤销的情况下，甲方应书面通知其产品的买方，以确保与有机生产相关的标识从产品上移除；In the case of certificate cancellation, suspension or revocation, Party A shall notify the buyer of its product in writing to ensure that the logo related to organic production is removed from the product;
9. 在甲方或其分包方转而申请其他认证机构的认证时，将其认证相关的文件移交给新的认证机构; When Party A or its subcontractors apply for certification from another certification body, transfer the certification-related documents to the new certification body;
10. 若申请加拿大有机认证标准或欧盟有机认证标准时，甲方除严格遵守标准要求外，还必须严格遵守该国或地区有机产品生产/加工的相关法律法规，并同意接受该国或地区政府的巡查监督。When applying for Canadian organic certification standards or EU Organic Certification Standard, Party A must strictly abide by the relevant laws and regulations of the country or region for the production/processing of organic products in addition to strictly complying with the standard requirements, and agree to accept the inspection and supervision of the country or region government.

**乙方的义务和权利Rights and Obligations of Party B：**

1. 及时向甲方提供最新的有机认证标准和公开文件。Provide Party A with the latest edition of organic certification standards and public files in time.
2. 在确认甲方已缴纳有机认证费后，尽快组建检查组，并及时书面通知甲方。选派的检查员须与甲方无任何利益冲突关系。Upon confirming that Party A has paid organic certification fees, nominate inspection team as soon as possible and inform Party A of the nomination. The nominated inspector shall not has any interest conflict with Party A.
3. OFDC颁证委员会在接到检查报告后应及时根据有机认证标准、检查报告和申请者提交的相关材料做出认证决定。对符合有机产品认证标准的认证委托人颁发认证证书。对不符要求或达不到颁证条件的须向甲方说明原因。OFDC Certification Committee shall make a final decision based on the relevant standards for organic certification, the inspection report and the supporting materials provided by Party A. Issue organic certificates to Party A who comply with the organic standards or requirements. Or, explain reasons of denial of certification to Party A who fails to comply with the organic standards or requirements for organic certification.
4. 应甲方的申请，对符合要求的签发销售证、发放有机产品防伪追溯标签或有机码。At the request of Party A, issue the transaction certificate, anti-fake and traceable label or organic code to the qualified products.
5. 不得将甲方经营、生产状况及技术资料以任何方式泄露给第三方，但以下情况除外：a)应甲方要求公开的信息；b) 甲方在本单位范围外已公开的资料；c) 法律另有要求时；d) 监管部门要求时。The information of business, production and technical materials of Party A shall not be disclosed to any third party, except: 1) Party A requires to open the information; 2) Party A has publicized the information outside its operation; 3) When required by related law; 4) When required by supervising authorities.
6. 通过OFDC网站或其它途径公布获证组织名录。同时有权公布甲方的批准、注销、暂停、撤销认证状态的信息。Party B has the right to publicize the list of certified operators through OFDC official website and other ways; and to publicize the information of the granting, suspension, revocation and withdrawal of certification of Party A.
7. 认证要求发生变更时，应及时通知甲方。Party B shall inform any changes of certification requirements to Party A in time.
8. 必要时，有权对甲方安排未通知检查以及对投诉的调查。Party B has the right to arrange unannounced inspection and complaint investigation to Party A if necessary.
9. 若甲方申请加拿大有机认证标准或欧盟有机标准认证时，乙方发现甲方在持证期间存在不符合该国或地区有机产品生产/加工的相关法律法规，乙方可以展开调查并根据情况做出暂停或撤销认证决定，并向该国或地区政府通报处理结果。If Party A applies for Canadian organic certification standards or EU organic agriculture certification, Party B finds that Party A does not comply with the relevant laws and regulations of the country or region on the production/processing of organic products during the period of holding the certificate, Party B can initiate an investigation and make a decision to suspend or revoke certification according to the situation, and notify the country or region government of the results.
10. 依照OFDC申投诉和争议处理程序，处理甲方有关有机认证的申诉、投诉。In accordance with OFDC Procedure of Disposal on Appeal, Complaint, and Dispute, handle Party A's appeals and complaints about organic certification.
11. 乙方已投保认证认可职业责任险，在存在重大被起诉风险情况下，承担相应的保险责任。Party B has insured certified and recognized professional liability insurance, and assumes corresponding insurance liabilities in the event of a major risk of prosecution.

**费用**

1. 有机认证费用明细见本合同附件二。Please refer to Annex 2 of the contract for breakdown of the organic certification fees.
2. 甲方需在乙方派遣检查员实施现场检查前缴纳有机认证费。Party A shall pay organic certification fee before nomination of inspector from Party B.
3. 生产/加工单元一年内存在多季生产或加工时，乙方需对甲方实施现场补充检查。If there are several seasons of production or processing in one certification year, Party B shall conduct additional inspection to Party A.
4. 甲方生产/加工/经营状况发生变更需要文件审核的，费用明细见本合同附件五。Please refer to Annex 5 of the contract for the organic certification changing fees, If Party A's production, processing, or handling operation status changes and document review is required.

**合同的生效、终止、违约、修改Validity, termination, violation and amendment of the contract**

1. 本合同一式两份,甲、乙双方各执一份, 双方代表签字并加盖单位公章之日起生效，至获得认证证书有效期结束为止。未尽事宜甲、乙双方另行协商，并签订补充合同，补充合同与本合同具有同等法律效力。合同期满后，双方另行签订合同。This contract will be replicated for both Party A and Party B. The contract will come into effect when it is signed and sealed by both parties, and remain to be effective until the certificate is valid for expiry. Matters not covered in this contract shall be negotiated and signed by two sides as a supplementary contract, and as part of this contract, which has the same legal effect. After expiration date of the contract, Party A and Party B shall sign another contract for continuation of certification.
2. 甲方在认证申请被受理后，但在检查前提出终止合同的视为甲方违约，乙方有权扣留有机认证费的25%作为违约金，违约金主要用于支付乙方检查策划等准备工作的费用。Once Party A asks for termination of the contract before inspection, Party B has the right to hold 25% of organic certification fee paid by Party A as default compensation for pre-inspection reviewing of Party B.
3. 在甲方接受检查前，乙方由于不可抗力的原因而提出终止合同的，应返还甲方支付给乙方的附件二之有机认证费。If Party A asks for termination of the contract because of force majeure before inspection, Party B shall return all the fees to Party A.
4. 接乙方通知后，甲方逾期一个月未能按规定的要求缴纳相关费用，视同甲方违约，乙方有权终止本合同。If Party A does not pay for its dues exceed the time limit of one month after receiving the notification from Party B, Party B has the right to treat Party A as default and terminate the contract.

甲方作为认证的申请人可以随时撤回其申请。撤回申请的申请人应当承担截至撤回申请时乙方所提供服务的费用。申请人在乙方发出不合规通知前自愿撤回申请的，将不会收到不合规通知。同样，在乙方发出拒绝认证通知之前自愿撤回其申请的申请人将不会收到拒绝认证通知。OFDC对撤回申请的申请人的退款政策如下：在检查前撤回申请的申请人有权要求退还已支付的认证费用的一半，以及任何未使用的费用押金。申请人在检查开始后撤回申请，将不获退还任何费用，但有权要求乙方在扣除检查费用后退还未使用的费用押金。Party A, as the applicant for certification, may withdraw its application at any time. The applicant who withdraws the application shall bear the fees for the services provided by Party B up to the time of withdrawal of the application. If the applicant voluntarily withdraws the application before Party B issues the non-compliance notice, it will not receive the non-compliance notice. Similarly, applicants who voluntarily withdraw their applications prior to the issuance of the Certification Refusal Notice by Party B will not receive the Certification Refusal Notice. OFDC's refund policy for withdrawn applicants is as follows: Applicants who withdraw their application prior to the inspection are entitled to a refund of half of the certification fees paid, as well as any unused fee deposits. If the applicant withdraws the application after the inspection starts, he/she will not be refunded any fees, but has the right to request Party B to refund the unused fee deposit after deducting the inspection fees.

1. 甲方在合同期内，发生下列情况之一时：If any of the following cases occurs in Party A during valid period of the contract：
2. 未按规定使用认证证书或认证标志的；Misusing of the certificate or certification mark；
3. 获证产品的生产、加工过程或者管理体系不符合认证要求，且在30日内不能采取有效纠正或（和）者纠正措施的；Non-compliance(s) exist in the producing, processing process or management system of the operation, and the operator failed to conduct correction and/or corrective measures;
4. 未按要求对信息进行通报的；Failed to notify information to Party B required in this contract；
5. 认证监管部门责令暂停认证证书的；Suspended under order of certification administrative authorities；
6. 获证产品质量不符合国家相关法规、标准强制要求或者被检出禁用物质的；The quality of certified product is approved not in line with related national laws/regulations/standards for the general requirements of the product, or any prohibited material is detected in the product；
7. 生产、加工过程中使用了有机产品国家标准禁用物质或者受到禁用物质污染的；There is evidence to prove that prohibited materials was used in the operation process, or the product was contaminated by prohibited materials；
8. 对检查活动不予配合，检查活动无法进行；Refusal to cooperate with the inspection, preventing it from being carried out;
9. 实际情况与认证依据有重大不一致；Significant inconsistency between the actual situation and the certification basis.
10. 虚报、瞒报获证所需信息的；False or concealed report of the information in order to get certification；
11. 超范围使用认证标志的；Use certification mark beyond scope prescribed in the certificate；
12. 产地（基地）环境质量不符合认证要求的；The environmental quality of the production unit is not in line with requirements of certification；
13. 认证证书暂停期间，认证委托人未采取有效纠正或者（和）纠正措施的；The operator failed to conduct correction and/or corrective measures to non-compliance(s) during period of certificate suspension；
14. 获证产品在认证证书标明的生产、加工场所外进行了再次加工、分装、分割的；Activities of re-processing, repackaging, or re-cutting to the product was conducted outside of the site prescribed in the certificate；
15. 同一批产品重复认证的；Duplicate certification for the same batch of products;
16. 对相关方重大投诉未能采取有效处理措施的；Failed to adopt effective handling to matters of outstanding complaint；
17. 获证组织因违反国家农产品、食品安全管理相关法律法规，受到相关行政处罚的；Sanctioned by national or local administrative authority because of violating laws/regulations related to agricultural product and food safety；
18. 获证组织不接受认证监管部门、认证机构对其实施监督的；The operator refuse to accept supervision from administrative or certifying agency；
19. 监管部门责令撤销认证证书的；The certificate was revoked under the order of supervision authority；
20. 其他需要暂停或撤销认证证书的。Other situation that has to suspend or revoke the certificate。

视同甲方严重违约，乙方有权终止本合同，并视甲方违约的严重程度决定是否暂停、撤销认证证书。Party A is seemed as seriously default to the contract. Party B has the right to terminate the contract and suspend or revoke certificate of Party B.

1. 在本合同执行期间，双方所有正式信息均应用书面形式（包括传真件）表达。Any of the formal information (including fax) shall be done in written form during valid period of the contract.

**争议处理Handling of dispute**

合同履行过程中发生争议，双方应首先协商解决。如达不成协议，可以按司法程序解决。本合同执行地和诉讼地为江苏省南京市。Any dispute to the contract shall be settled through negotiation preferentially. If no agreement can be achieved by negotiation, lawsuit proceedings can be taken for settlement of the dispute. The site for execution of the contract or any possible contract-related lawsuit is Nanjing of Jiangsu Province.

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| **甲方：**  Party A: *(applicant)***：** |
| **住 所：**  **Residence:** |
| 甲方代表：  Representative:  （签字并加盖单位公章）  (Signature & seal) |
| 年月日  Date: |
|  |
| **乙方：南京国环有机产品认证中心有限公司**  Party B**：** OFDC |
| **住 所：南京市玄武区蒋王庙街8号**  **Residence：** |
| 乙方代表：  Representative：  （签字并加盖单位公章）  (Signature & seal) |
| 年月日 |

Date：

**附件一、认证委托人：Annex 1: Consignor:**

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| **申请认证的生产单元名称Name of Operation Oriented for Certification** |
|  |

**附件二、检查认证收费清单**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 样品检测费 | | 元/个\*1= | | 元 | |
| 产地环境检测费 | | 元/个\*1= | | 元 | |
| 有机认证费 | | 元 | | | |
| 补充检查费 | | 元 | | | |
| **合计** | **元** | | **（大写: 整）** | |

**Annex 2: Tariff of Certification Fees**

Charge for sample analysis yuan\*C (C: number of sample) = yuan

Charge for detection of environment yuan\* N(number of units) = yuan

Certificate fee yuan

Additional Inspection fee yuan

Sum: yuan

**附件三、二维码有机产品防伪追溯标签费用清单（仅针对申请中国国标项目）：**

一、对于采用手工贴标的获证企业：

1、单张证书有效期范围内第一次申请时，费用为：

（1）标签费总额≤500元，以500元计；

（2）标签费总额＞500元，以实际标签费总额计。

2、三种规格标签单价明细

|  |  |  |
| --- | --- | --- |
| 标签种类 | 规格型号（mm） | 单价（元/枚） |
| 平装不干胶标签 | 二维码24\*16 | 0.038 |
| 二维码30\*20 | 0.049 |
| 二维码50\*33 | 0.089 |

二、对于采用喷码方式喷印有机码的获证企业：

1、单张证书有效期范围内申请喷码总量≤200万枚的，单价0.02元/码；

2、单张证书有效期范围内申请喷码总量＞200万枚的，200万枚以内部分单价0.02元/码，超出200万枚部分单价0.01元/码；

三、单张证书有效期范围内第二次及以后各次申请标签或有机码时，费用为：审核费500元+标签费总额。

**四、境外邮递费、手续费及税费等另计。**

**Annex3:** Label specification and prices**（Only for China national standard certification）**

A. Sticky label：

1、For the first application within the certificate validity, the fee is:

（1）When the total label fee is ≤500 yuan, calculated at 500 yuan;

（2）When the total label fee is＞500 yuan, Calculated according to the total amount of actual label fees.

2、Label specification and price details

|  |  |  |
| --- | --- | --- |
| Label types | Label specification（mm） | Prices(Yuan/label) |
| Sticky label | Label with QR code: 24\*16 | 0.038 |
| Label with QR code:30\*20 | 0.049 |
| Label with QR code: 50\*33 | 0.089 |

B. Organic code：

1、Within the certificate validity，total amount of the application for organic code≤2 million pieces, 0.02Yuan/code；

2、Within the certificate validity，total amount of the application for organic code＞200 million pieces，the unit price within 2 million pieces is 0.02 yuan /code, more than 2 million pieces of unit price 0.01 yuan / code；

C. For the second and following application within the validity period of certificate, the fee is:

Review fee 500 yuan + total amount of actual label fees.

D、Overseas mailing cost, handling fees and taxes are calculated separately.

**附件四、销售证办理费用清单：**

每张销售证200元（境外邮递费另计）。

**Annex4:** Transaction Certificate Fee

200yuan per certificate (overseas mailing cost is calculated separately)

**附件五、文审变更审核费**

每次3000元，以认证受理通知书为准。

**Annex5:** Documentation Review Fee for Certification Changing

RMB 3,000 per review, based on the certification acceptance notice**.**

**其他**

甲方若因产品出口等需要，乙方可提供英文版的检查和认证材料，但需另缴纳相应的翻译费。乙方对甲方自行翻译的材料不予负责。

**Other**

For export, Party Amay request Party B to prepare a whole set of documents in foreign language. In this case, the service is charged correspondingly. Party B bears no responsibility for the material translated by Party A.

**请将费用汇至：南京国环有机产品认证中心有限公司（请注明汇款用途）**

**开户行：中国银行南京花园路支行**

**人民币账号：492358191713**

**Please make the remittance to:**

**Title: China Organic Food Development and Certification Centre**

**Bank Account Number(for RMB): 492358191713**

**Bank: Huayuan Road Branch, Bank of China, Nanjing**

**Bank Address: No. 18, Hua Yuan Road, Nanjing City, China.**

**补充说明：**

1. 乙方根据甲方提供的申请材料内容确定服务天数。若实际服务天数超出或不足合同评审中确定的服务天数，将根据实际服务天数加收或退还相关费用。
2. 购买有机防伪追溯标签和有机码的费用以“OFDC有机防伪追溯标签费缴纳通知”为准。

（3）检查期间发生的差旅费、住宿费等费用由甲方据实支付。

**Note:**

(1) The charge for field inspection (including days on the trip) is based on the number of days estimated according to the Questionnaire submitted by the applicant. If the inspection consumes more or less days than estimated, Part A will have to make up the shortage or get refunded according to the difference in number of working days.

(2) Please refer to the “Notification for OFDC Logo User Fee” for details.

(3) Expenses of travelling and accommodation incurred during the inspection shall be paid by Party A according to the actual cost.