

1. Scope of application 适用范围

These GTACs apply to all contractual relationships between the Client and Hangzhou DEKRA Certification Co., Ltd., hereinafter referred to as DEKRA, regarding services of Hangzhou DEKRA Certification Co., Ltd., in particular in connection with information security management system assessments based on the TISAX® requirements. These GTACs do not apply to the assessment and testing of products in the consumer goods sector or to the assessment of the professional qualifications of persons.

这些通用TISAX评估条件 (GTACs) 适用于客户与杭州德凯认证有限公司 (以下简称“DEKRA”) 之间关于杭州德凯认证有限公司提供服务的所有合同关系, 特别是基于TISAX®要求的信息安全管理体系评估。这些GTACs不适用于消费品行业产品的评估和测试, 也不适用于个人专业资格的评估。

2. Terminology 术语

2.1 TISAX® (Trusted Information Security Assessment Exchange) is the overall concept and system for the exchange and mutual recognition of audit information.

TISAX (可信信息安全评估交流机制) 是用于交流和相互认可的审核信息的总体概念和体系。

2.2 The VDA-ISA self-disclosure contains the information security requirements and the associated criteria based on defined maturity levels.

VDA-ISA自评估报告包含了基于规定成熟度级别的信息安全要求和相关标准。

2.3 The "Assessment" is the procedure described in section 4 below.

“评估”是下文第4节所述的程序。

3. Assessments 评估

3.1 Engagement of auditors 审核员的委派

3.1.1 DEKRA has the right to engage both internal and external auditors to provide assessment services.

DEKRA有权委派内部和外部审核员以提供评估服务。

3.1.2 DEKRA commits itself to deploying only sufficiently qualified and suitable persons who have been appointed as TISAX® auditors.

DEKRA承诺, 仅委派资格充分且合适的人员, 这些人员已被任命为TISAX®审核员。

3.1.3 The Client shall only be authorised to reject an auditor appointed by DEKRA if working with the auditor is unacceptable to the company or the auditor is unsuitable for providing the service for other compelling reasons. The Client shall inform DEKRA immediately and justify any such rejection of the appointed auditor. In such a case DEKRA shall be obliged to engage another suitable auditor in place of the rejected auditor.

只有在公司不接受与审核员合作或审核员因其他迫不得已的原因不适合提供服务的情况下, 客户才有权拒绝DEKRA指派的审核员。客户应立即通知DEKRA, 并证明拒绝该指定审核员的合理理由。在这种情况下, DEKRA有义务委派另一名合适的审核员代替被拒绝的审核员。

3.1.4 In the event of an auditor dropping out immediately prior to or during the assessment, DEKRA shall appoint a replacement within an appropriate amount of time. Section 3.1.3 shall apply accordingly for the rejection of this replacement.

如果审核员在评估之前或评估期间直接退出, DEKRA应在适当的时间内

任命一名替代者。第3.1.3节应相应地适用于拒绝更换。

3.2 Assessment dates and deadlines 评估日期和截止日期

- 3.2.1 The Client may specify preferred dates for carrying out the assessment, which DEKRA shall consider based on their feasibility and its own capacities. Preferred dates specified by the Client are non-binding and do not have to be observed by DEKRA. DEKRA and the Client shall agree the binding dates in good time before the planned assessment.

客户可指定进行评估的首选日期，DEKRA应根据其可行性和自身能力予以考虑。客户指定的首选日期不具约束力，DEKRA不必遵守。DEKRA和客户应在规划评估前及时商定约束日期。

- 3.2.2 Assessments shall generally be completed in full within certain time periods. DEKRA shall inform the Client about the time periods within which assessments are to be conducted. The Client has the following duties of cooperation in connection with these deadlines:

在确定的期间内，通常应完成全部评估。DEKRA应告知客户评估执行的时间期限。关于截止日期的客户合作职责如下：

- 3.2.2.1 The Client shall therefore contact DEKRA in good time to agree on dates and thus to permit DEKRA to complete the assessment on time.

客户应及时联系DEKRA以商定日期，从而允许DEKRA按时完成评估。

- 3.2.2.2 The Client shall have the assessment carried out in full. If the Client cancels an assessment that has already begun or if DEKRA cancels an assessment that has already begun for a reason for which the Client carries responsibility, the assessment shall be deemed not to have been completed.

客户应执行完整的评估。如果由于客户承担责任的原因，客户取消已经开始的评估，或者DEKRA取消已经开始的评估，则评估应视为未完成。

- 3.2.3 If the Client fails to cooperate on agreeing the audit dates, with the result that an audit cannot be carried out or carried out on time, DEKRA shall be authorised to terminate the contract on exceptional grounds. Additional damages and other claims shall remain unaffected.

如果客户未能配合就审核日期达成一致，导致审核无法执行或按时推进，DEKRA应有权以特殊理由终止合同。附加损害赔偿和其他索赔不受影响。

- 3.2.4 Should grave events occur at the location or in the area in which DEKRA assessments are to be carried out, such as force majeure, riots, armed conflicts or terrorist conflicts, or if travel warnings have been issued for the area by The Ministry of Foreign Affairs of the PRC, DEKRA is exempt from its assessment obligations for the duration of the disturbance and to the extent of its effect, even if it is behind schedule. The Parties are obliged to notify each other of such obstacles and adapt their obligations to the changed circumstances in good faith.

如果在DEKRA执行评估所处的地点或区域发生严重事件，如不可抗力、暴乱、武装冲突或恐怖冲突，或者如果中华人民共和国外交部已对该区域发出旅行警告，DEKRA在受干扰期间以及受影响的范围内免除其评估义务，即使其落后于计划。双方有义务将这些障碍通知对方，并真诚地根据变化的情况调整其义务。

4. Performance specifications 执行要求

4.1 Information on TISAX® assessments 关于TISAX®评估的信息

The TISAX® Assessment is based on the requirements of the Information Security Assessment questionnaire published by the German Association of the Automotive Industry (VDA) in the currently valid version and divided into 4 subject areas.

TISAX®评估基于德国汽车工业协会 (VDA) 发布的信息安全评估问卷的要求, 目前有效版本分为4个主题领域。

- Information security
- Prototype protection
- Data protection
- Third party connections
- 信息安全
- 原型保护
- 数据保护
- 第三方联系

The prerequisite for carrying out the assessment is the Client's registration with the corresponding scope in TISAX® (www.tisax.net).

The scope and duration of the assessment vary depending on the specified scope and the desired audit label. A full audit is always carried out, i.e. all audit points of the relevant area are checked. An assessment of the information security (basic audit) must always be carried out. The contents of each assessment are specified by TISAX®. 执行评估的先决条件是客户在TISAX®(www.tisax.net) 门户上注册了相应的范围。评估的范围和持续时间取决于指定的范围和所需的审核标签。总是要执行全面的审核, 如检查相关区域的所有审核点。必须始终执行信息安全评估 (基础审核)。每次评估的内容由TISAX®规定。

The following assessment levels are basically possible depending on the protection requirements and audit focuses.

根据保护要求和审核重点, 基本上可以达到以下评估级别。

Protection 保护	Information security (basic assessment) 信息安全 (基础评估)	Third party Connection 第三方 联系	Prototype Protection 原型保护	Data Protect 数据保护
Normal 一般	VDA-ISA- Self-declaration VDA-ISA自评估	-	-	-
High 高	File-based assessment 1 基于文件的评估	File-based and on- site assessment 基于文件的和 现场评估	-	File-based and on-site assessment 1 基于文件的和 现场评估1
Very high 超高	On-site assessment 现场评估	On-site assessment 现场评估	On-site assessment 现场评估	On-site assessment 现场评估

¹ An on-site assessment is required under certain conditions (countries of the TISAX Activation List)
在某些情况下需要进行现场评估 (TISAX激活列表中的国家)

TISAX® uses Assessment Levels (ALs) to show different gradations and methods for each protection requirement.

TISAX®使用评估级别（ALs）显示每个保护要求的不同等级和方法。

Protection 保护	Assessment level (AL) 评估级别	Description 描述
Normal 一般	1	Provision of a VDA self-disclosure by the Client. The Contractor does not assess this. 客户提供VDA自评报告。审核方未对其进行评估。
High 高	2	Plausibility check on the basis of the self-disclosure, and evidence in the form of a telephone interview or a web conference. The procedure corresponds to the "file-based assessment". 在自评报告的基础上进行合理性检查，并以电话访谈或网络会议的形式提供证据。该程序对应于“基于文件的评估”。
Very high 超高	3	Comprehensive local assessment of all audit points by viewing documents, conducting interviews, etc. The procedure corresponds to an "on-site assessment". 通过查看文件、进行访谈等方式对所有审核点进行全面的本地评估。该程序对应于“现场评估”。

4.2 Scope of performance 执行范围

The assessment languages are Chinese and English. DEKRA shall provide the required documentation in Chinese or English in consultation with the Client.

评估语言为中文和英文。DEKRA应与客户协商，提供所需的中英文文件。

4.2.1 TISAX® Assessment TISAX®评估

The following individual activities are included in the TISAX® Assessment service package. The applicable assessment method (file-based/on-site) can be found in the TISAX® assessment commission.

TISAX®评估服务包中包含以下各项单独的活动。可在TISAX®评估委员会中找到适用的评估方法（基于文件/现场）。

4.2.1.1 Preliminary clarification and planning 初步说明和计划

The Client receives all relevant information on the scope and progress of the assessment in a phone call or a web conference.

客户在电话或网络会议上收到关于评估范围和进度的所有相关信息。

4.2.1.2 Review of VDA-ISA self-disclosure 评审VDA-ISA自评报告

The Client submits a completed VDA-ISA self-disclosure to DEKRA for each site covered by the assessment. The VDA-ISA self-disclosure gives the maturity level for each audit point as well as a practical description of implementation of the respective requirement. In preparation for the actual assessment, DEKRA audits the contents of the self-disclosure.

If the assessment was entered via a Managed Service Provider (e.g. DCSO - Deutsche Cyber-Sicherheitsorganisation GmbH), the self-disclosure is provided on the platform of the Managed Service Provider (MSP).

客户向DEKRA提交一份完整的VDA-ISA自评报告，其涵盖评估涉及的每个站点。VDA-ISA自评报告给出了每个审核点的成熟度水平，以及对各自要求实现的实际描述。为准备实际评估，DEKRA对自评报告的内容进行审核。

如果评估是通过托管服务提供商（如DCSO-德国网络安全组织有限公司）进行的，则在托管服务提供商（MSP）平台上提供自评报告。

4.2.1.3 Scheduling 日程安排

An appointment for the assessment is arranged with the Client. DEKRA

suggests a number of possible dates.

与客户约定评估时间。DEKRA提出了一些可能的日期建议。

4.2.1.4 File-based assessment 基于文件的评估

The file-based assessment is an audit of all relevant points in relation to the TISAX® requirements on the basis of documents and other suitable evidence. A telephone interview or web conference is also conducted with the Client. In addition to the information provided in the self-disclosure, the Client submits suitable evidence in the form of guidelines, process descriptions, screenshots or photos for each audit point. DEKRA provides a mask for entering the expected evidence.

In preparation for the telephone interview, the Contractor shall carry out a plausibility check of the self-disclosure and the evidence. If the result of this check is negative, the Client and the DEKRA reach an agreement on the further procedure. If the plausibility check yields a positive result, the information provided is verified during the interview.

In the case of file-based assessment with on-site inspection, verification of the information provided is carried out on the Client's premises instead of in a telephone interview.

基于文件的评估是在文件和其他适当证据的基础上，对与TISAX®要求有关的所有相关点进行的审核。还与客户进行电话访谈或网络会议。除了在自评估报告中提供的信息外，客户还以指南、流程说明、屏幕截图或照片的形式为每个审核点提交适当的证据。DEKRA为输入预期证据提供了一个面具。

在准备电话访谈时，审核方应对自评估报告和证据进行合理性检查。如果检查结果为负面的，客户和DEKRA就进一步程序达成一致。如果合理性检查产生了正面的结果，那么提供的信息将在面谈期间得到验证。在基于文件的评估伴有现场检查的情况下，对所提供的信息的核实是在客户的场所进行的，而不是在电话访谈中进行。

4.2.1.5 On-site assessment 现场评估

The on-site assessment is an audit of all relevant audit points in accordance with the TISAX® requirements performed in the rooms or on the premises of the Client.

The main focus is on checking the implementation of necessary processes with regard to information security. For this purpose, documentation and guidelines are viewed and evaluated on site and interviews are conducted. In addition, there is a tour of the premises to assess physical security.

现场评估是根据TISAX®要求在客户办公室或场所内对所有相关审核点进行的审核。

主要重点是检查信息安全方面必要程序的实施情况。为此，将在现场查看和评价文件和指南并进行面谈。此外，还参观该场所以评估物理安全。

4.2.1.6 Identification of weak points and risks 薄弱环节和风险的识别

If weak points are identified during the assessment, the resulting information security risks are pointed out to the Client and summarised in a Closing Meeting.

Possible improvement measures can be agreed with the auditor at this point in time. Alternatively, the Client draws up a follow-up plan of action.

如果在评估过程中发现了薄弱环节，则应向客户指出由此产生的信息安全风险，并在末次会议上进行总结。

可能的改进措施可在此节点及时与审核员达成一致。或者，客户起草后续纠正措施计划。

4.2.1.7 Audit of the action plan 纠正措施计划的审核

The Client provides DEKRA with the action plan for remedying the identified weak points. The auditor checks the proposed measures and the intended schedule and documents the results in the report.

客户向DEKRA提供对已识别的薄弱环节进行整改的纠正措施计划。审核员检查提出的措施和计划的时间表，并将结果记录在报告中。

4.2.1.8 Preparation of an assessment report 评估报告的准备

After the evaluation has been completed, the auditor creates a report in which all assessment results are documented. The report is agreed between the Client and the Auditor, and then sent to the Client.

评价完成后，审核员撰写一份记录所有评估结果的报告。报告由客户和审核员达成一致，然后发送给客户。

4.2.2 TISAX® Follow-Up 后续TISAX®评估

The scope of the follow-up assessment depends on the number of documents to be checked. The Client receives a separate offer for this.

The following alternatives can be implemented.

后续评估的范围取决于要检查的文档数量。客户为此收到一份单独的报价单。可以实施以下替代方案。

4.2.2.1 Document-based follow-up 基于文档的后续评估

The Client provides the Contractor with evidence of implementation of the improvement measures, such as documentation, screenshots, photos etc.

The Client collects and processes documentation of the implementation evidence of the documented weak points before sending it to the Contractor in due time.

The Contractor checks the evidence and documents the results in the follow-up report. This report is made available to the Client.

客户向审核方提供改进措施实施的证据，如文档、屏幕截图、照片等。客户收集并处理实施证据的文件，其中包括已记录的薄弱环节，然后及时发送给审核方。

审核方检查证据并将结果记录在后续评估报告中。将此报告提供给客户。

4.2.2.2 On-site follow-up 现场后续评估

Due to the complexity of the improvement measures to be implemented and the evidence to be provided, it may be necessary to carry out the follow-up on site.

由于要实施的改进措施和要提供的证据的复杂性，可能有必要在现场开展后续评估。

5. Issue and use of TISAX assessment documents TISAX评估文件的签发和使用

5.1 If the Client is provided with audit-related documents, e.g. reports (referred to collectively as the "object of use"), the Client receives the right to use the object of use in accordance with the following provisions.

如果向客户提供审核相关文件，例如报告（统称为“使用对象”），客户有权按照以下规定使用该使用对象。

5.2 DEKRA remains the owner of the object of use and any existing trademark rights and copyrights. DEKRA grants the Client the non-exclusive right to deploy the object of use to the following extent upon its being granted or handed over.

DEKRA仍然是使用对象以及任何现有商标权和版权的所有者。在授予或移交使用对象后，DEKRA授予客户非排他性权利以将其部署到以下范围。

5.3 If and to the extent that the scope of the contract includes a simplified group assessment, the head office shall be entitled to sublicense the right of use granted to the sites included in the simplified group assessment if the site has bindingly declared that it

will comply with this GTACs as if the site were the Client itself. The site is not entitled to further sublicense the right of use. The Client shall immediately withdraw the right of use from a site if it fulfils criteria given in section 5.11 of these General Terms and Conditions. The Client shall inform DEKRA immediately about this. If a site fulfils the criteria of section 5.11 of these GTACs, DEKRA can revoke the authorisation of the head office to sublicense the right of use to the site without notice. Otherwise, the Client is not entitled to subcontract or sublicense the right of use. The validity of the sublicense depends on the validity of the licence of the head office.

如果合同范围包括简化集团评估, 并且如果在该范围内的站点已绑定声明其如同客户本身一样将遵守本GTACs, 则总部有权将已被授予的使用权再次许可授予该站点。该站点无权进一步转授使用权。如果符合通用商业条款和条件第5.11节规定的标准, 客户应立即从该站点收回使用权。客户应就此事立即通知DEKRA。如果一个站点满足GTACs第5.11节的标准, DEKRA可以撤销对总部将使用权转授给该站点的许可, 而无需通知。否则, 客户无权将使用权转授或再许可。转授许可证的有效性取决于总部许可证的有效性。

- 5.4 In the absence of other agreements, the object of use is designed for use in the country in which the DEKRA has its legal seat; use abroad is the sole responsibility of the Client; any liability of DEKRA is excluded in this respect.

在没有其他协议的情况下, 指定使用对象在DEKRA合法所在国家内使用; 在国外使用的唯一责任方是客户; DEKRA在这方面的任何责任均被排除。

- 5.5 The object of use may only be used in the form in which it is issued and delivered. No changes – particularly to the design, the colour or the text – are permitted. The Client is not authorised to use only parts of the object of use, i.e. the object of use may only be used as a whole.

使用对象只能以其签发和交付的形式使用。不允许更改, 尤其是对设计、颜色或文本的更改。客户无权仅使用该使用对象的部分内容, 即, 使用对象只能作为一个整体使用。

- 5.6 If the Client also receives the object of use in electronic form, he is entitled to change its dimensions; reduction is only permitted down to a minimum font size of Arial 4. If the size is changed, the text of the object of use must remain fully legible and the proportions of the text and characters must not be changed.

如果客户也收到电子形式的使用对象, 他有权更改其尺寸; 尺寸只允许减小到为Arial 4的最小字体。如果尺寸改变, 使用对象的文本必须保持完全清晰, 文本和字符的比例不得改变。

- 5.7 The Client shall ensure that the object of use refers to the audited object by presenting it in such a way that an average consumer understands it to be a mark of the audited, assessed and/or certified activities, processes, systems or qualifications. The object of use may only be used in connection with the activities, processes, systems or qualifications for which it was issued, and only to show that these activities, processes, systems or qualifications conform to the requirements on the basis of which they were audited and/or assessed. The Client may not use the object of use to advertise a product, and may not create the impression that a product inspection has been conducted by DEKRA. The object of use may not be used for audited items that have been altered since the audit.

客户应确保使用对象指向被审核对象, 以普通消费者理解为被审核、评估和/或认证的活动、过程、系统或资格的标志的方式呈现。使用对象只能用于发布该使用对象的活动、过程、体系或资格, 并且只能表明这些活动、过程、体系或资格符合对其进行审核和/或评估的要求。客户不得将使用对象用于宣传产品, 也不得造成DEKRA已对产品进行检验的印象。使用对象不得用于自审核以来已变更的已审核项目。

- 5.8 Deployment of the object of use must not give the impression that it applies to activities or sites that lie outside the scope of the audit.
使用对象的部署不得给人以其适用于审核范围以外的活动或站点的印象。
- 5.9 The object of use may not be used or referenced in a form that could potentially damage DEKRA 's reputation or that could be considered misleading. The Client is responsible for the concrete use of the object of use and will only use it in accordance with applicable laws, in particular competition law. The Client shall not permit any misleading or illegal use by third parties. DEKRA shall not be liable for improper usage of the object of use.
使用对象不得以可能损害DEKRA声誉或被视为误导的形式使用或引用。客户对使用对象的具体使用负责，使用对象仅能在符合适用法律，特别是反不正当竞争法的条件下使用。客户不得允许第三方进行任何误导或非法使用。DEKRA 不承担由使用对象的不当使用引起的责任。
- 5.10 The object of use may only be used during the validity period of the TISAX label and if the TISAX label has not been suspended.
使用对象只能在TISAX标签有效期内使用，并且是在TISAX标签未被暂停的情况下。
- 5.11 DEKRA is entitled to restrict, suspend, revoke and/or withdraw the right of use at any time if
- requirements for issuing the TISAX label are not (no longer) fulfilled, for example because false or incomplete information was provided during the audit procedure;
- the Client fails to meet its obligations in connection with assessment, e.g. the disclosure requirement concerning changes or the service obligations arising from the contract with DEKRA, particularly payment obligations;
- the TISAX Assessment contract ends;
- an object of use is used in contravention of these terms and conditions of use;
- there are other reasons arising from these GTACs or the contract.
DEKRA有权在任何时候限制、暂停、废除和/或撤回使用权，如果
- 没有（不再）满足签发TISAX标签的要求，例如因为在审核过程中提供了虚假或不完整的信息；
- 客户未能履行其与评估有关的义务，例如与DEKRA签订的合同引起的变更或服务义务的披露要求，特别是付款义务；
- TISAX评估合同终止；
- 使用对象在违反本使用条款和条件的情况下使用；
- 由GTACs或本合同规定的其他原因。
- 5.12 In the event of the TISAX label being revoked, DEKRA is entitled to terminate the contract on exceptional grounds. Additional damages and other claims shall remain unaffected.
如果TISAX标签被废除，DEKRA有权以特殊理由终止合同。附加损害赔偿和其他索赔不受影响。
- 5.13 After withdrawal of the TISAX label, or expiry of its validity, the Client must cease all use of the object of use.
在撤回TISAX标签或其有效期届满后，客户必须停止对使用对象的所有使用。
- 5.14 DEKRA shall not be liable for any damages incurred by the Client as a result of authorised revocation of the TISAX label.
DEKRA不对客户因授权撤销TISAX标签而遭受的任何损害负责。

6. Use of the DEKRA logo 使用DEKRA标识
 - 6.1 If the DEKRA logo is displayed on the document, section 5 of these GTACs shall apply. The Client is also not authorised to use DEKRA 's name, the name of a company associated with DEKRA, or the DEKRA logo.
如果DEKRA标志显示在文件上，则应用GTACs的第5节内容。客户未被授权使用DEKRA的名称、与DEKRA相关的公司名称或DEKRA标志。
 - 6.2 The Client may not create the impression that it has a business or similar relationship with DEKRA or a company associated with DEKRA, or that it could act on behalf of DEKRA or a company associated with DEKRA or that DEKRA is obligated in any way.
客户不得造成与DEKRA或与DEKRA相关的公司有业务或类似关系，或其可以代表DEKRA或与DEKRA相关的公司行事，或DEKRA以任何方式负有义务的印象。
7. Use of the logo of an accreditor 认证机构标识的使用
The Client is not entitled to use the logo of an accreditor, unless such usage is agreed in a separate contract.
客户无权使用认证机构的标识，除非在单独的合同中约定此项。
8. Obligations of the Client 客户的义务
 - 8.1 Preparation of assessments 评估的准备
Prior to the assessment, the Client shall prepare the documentation/information generally required for the audit, as well as any additional documentation/information requested by DEKRA, and shall submit this to DEKRA in good time and no later than the time of the assessment.
在评估之前，客户应准备审核通常需要的文件/信息，以及DEKRA要求的任何额外文件/信息，并及时且不迟于评估时间提交给DEKRA。
 - 8.2 Implementation of the assessment 评估的实施
 - 8.2.1 The Client undertakes to provide DEKRA with all information and documentation that is required or relevant for assessments, truthfully, completely and in a timely manner. Documents must be provided either as copies, or an inspection should be facilitated. The Client shall be obliged to provide at least representative samples of documentation, according to DEKRA requirements. Any costs associated with providing such documentation shall be borne by the Client. The Client must draw attention to all processes and facts that could be of significance for performance of the audit commission. The Client or an appropriate employee appointed by the company must be available to answer any questions for the entire duration of an assessment.
客户承诺以真实、完整和及时的方式向DEKRA提供评估所需或相关的所有信息和文件。文件必须以拷贝的形式提供，否则应便于检查。客户有义务根据DEKRA的要求提供至少有代表性的文件样本。与提供此类文件相关的任何费用应由客户承担。客户必须注意可能对审计委员会的执行有重要意义的所有过程和事实。在整个评估期间，客户或公司指定的适当员工必须能够回答任何问题。
 - 8.2.2 The Client shall be responsible for ensuring compliance with any pertinent (legal, contractual, professional) secrecy, confidentiality and data protection obligations with respect to the disclosure of information to the auditors.
客户有确保遵守与向审核员披露信息有关的任何相关（法律、合同、职业）隐私、机密和数据保护义务的责任。

8.2.3 The Client is obliged to provide the auditors with suitable office space for carrying out the on-site assessments.

客户有义务为审核员提供合适的办公空间，以便进行现场评估。

9. Confidentiality and data protection 保密性和数据保护

9.1 Confidentiality 保密性

9.1.1 "Confidential information" is all technical, financial, legal and tax information, information about designs, inventions, marketing or other information (including data, records and know-how), which the Client directly or indirectly makes accessible in connection with the contract with DEKRA, or which DEKRA is otherwise supplied with.

“保密信息”是指直接或间接地可访问的客户与DEKRA合同有关的，或以其他方式提供给DEKRA的，所有技术、财务、法律和税务信息，以及设计、发明、营销或其他信息（包括数据、记录和专有技术）。

9.1.2 Information is not classed as confidential, if

- it was already public knowledge when DEKRA obtained it, or if it became public knowledge thereafter, without any breach of this agreement;
- it was already known at the time DEKRA obtained it;
- DEKRA obtained it from a third party before conclusion of this agreement, or obtained it thereafter from a third party, without any breach of this agreement, provided that the third party lawfully obtained the confidential information and is not violating any binding confidentiality obligation by passing such information on;
- DEKRA developed it independently of the confidential information.

信息不属于保密信息，在以下情况下

- 在DEKRA获得时已经为公众所知，或在此后成为公众所知，且不违反本协议；
- 在DEKRA获得的时候就是已知的；
- DEKRA在本协议签订前从第三方获得，或在本协议签订后从第三方获得，但不违反本协议，前提是第三方合法获得保密信息，且不违反任何有约束力的保密义务的情况下传递了该信息；
- DEKRA在不依赖原保密信息的情况下开发了此信息。

9.1.3 DEKRA shall treat confidential information as strictly confidential and shall neither forward it nor make it otherwise accessible to third parties, and DEKRA shall take suitable precautions to protect confidential information. DEKRA may only use confidential information for the purposes of preparing, assessing and executing the contract, and may not use it in any other way for DEKRA's own benefit or the benefit of third parties.

DEKRA应将保密信息视为严格保密的信息，不得将其转发或以其他方式提供给第三方，DEKRA应采取适当的预防措施以保护保密信息。DEKRA只能将保密信息用于合同的编制、评估和执行，不得以任何其他方式将其用于DEKRA自身或第三方的利益。

9.1.4 DEKRA may disclose confidential information to colleagues with and without employee status, associated companies pursuant to Section 15 et seqq. AktG, and their colleagues with and without employee status, as well as consultants who are legally bound to maintain secrecy, provided that these persons are subject to an appropriate confidentiality obligation.

DEKRA可根据AktG第15节等向具有或不具有员工身份的同事、联营公司披露机密信息，包括他们的具有或不具有员工身份的同事，以及在法律上有义务保守秘密的顾问，前提是这些人员必须遵守适当的保密义务。

9.1.5 The duty of confidentiality shall not apply if

- the Client has previously agreed in writing to the disclosure of confidential information to a third party, for a specific, individual case;
- DEKRA is obliged to disclose the confidential information by the applicable standard, the law, the decision of a court, the order of an authority of other government institution, or due to the regulations of an accreditation body.

在下列情况下，保密义务不适用

- 客户事先已书面同意向第三方披露机密信息，针对具体的个别情况；
- DEKRA有义务按照适用的标准、法律、法院的裁决、其他政府机构的执法令或认证机构的规定披露机密信息。

9.1.6 DEKRA is authorised to retain copies for its files of the written documentation submitted to DEKRA for its inspection or provided for performance of the audit assignment.
DEKRA有权保留提交给DEKRA以供检查的书面文件或为执行审核任务而提供的书面文件的拷贝。

9.1.7 If DEKRA provides third parties with confidential information in compliance with these GTACs or the other agreements with the Client, DEKRA shall inform the Client/company being audited insofar as this is possible and permitted.

如果DEKRA根据GTACs或与客户签订的其他协议向第三方提供保密信息，DEKRA应在可能和允许的范围内通知接受审核的客户/公司。

9.1.8 In the event of a complaint relating to the Client, DEKRA, the Client and the complainant will agree on the possible publication of confidential information, in particular the subject of the complaint and its resolution.
如果发生与客户有关的投诉，DEKRA、客户和投诉人将就可能公布的机密信息，特别是投诉主题及其解决方案达成一致。

9.1.9 DEKRA shall be authorised to retain confidential information for the purposes of orderly record keeping and archiving, even after the end of the contract with the Client.

DEKRA应被授权保留机密信息，以便有序记录和存档，即使在与客户的合同结束后。

9.2 Data protection 数据保护

9.2.1 DEKRA saves, processed and uses personal data of the client for the purpose of order performance and also for reasons of its own. For this purpose, DEKRA also employs automatic data processing systems. DEKRA undertakes to observe the statutory data protection regulations.

为了履行订单，也出于自身原因，DEKRA保存、处理和使用客户的个人数据。为此，DEKRA还采用自动数据处理系统。DEKRA承诺遵守法定数据保护条例。

9.2.2 DEKRA is permitted to publish address data of the client and facts that are relevant for the certificate within the framework of the publication obligations by law or prescribed by the Accreditation Bodies. DEKRA will also maintain a reference list with all certificate holders. The list will also be provided to third parties.

DEKRA被允许在法律规定或认证机构规定的发布义务范围内发布客户地址数据与与证书相关的事实。DEKRA还将维持一份记录所有证书持有人的参考清单。此清单也将提供给第三方。

10. Prices 费用

DEKRA calculated the prices agreed in the contract based on the information provided about the company by the Client. The type, scope or content of the assessment to be performed may change in the event of a change in circumstances within the Client's company, or an amendment of the applicable standards. In such a case, the contract concluded shall no longer be deemed to fulfil its purpose. DEKRA shall therefore submit a new offer for provision of its services, including new prices and other conditions, as appropriate. If the Client accepts this new offer, the amended contract thus concluded shall apply. If the Client does not accept the new offer, DEKRA is entitled to terminate the contract extraordinarily.

DEKRA根据客户提供的公司信息计算出合同中约定的费用。如果客户公司内的情况发生变化,或适用标准发生修订,将要进行的评估的类型、范围或内容可能会发生变化。在这种情况下,已订立的合同不再被视为达到了目的。因此,DEKRA应提交一份其提供服务的新报价单,包括新的费用和其他条件(如适用)。如果客户接受新的报价单,将适用经修改后的合同。如果客户不接受新的报价单,DEKRA有权按异常情况终止原合同。

11. Subcontracting 分包

The Client shall agree to the engagement of subcontractors by DEKRA.

客户应同意DEKRA聘用分包商。

12. Amendment of contractual agreements 合同协议的修订

12.1 DEKRA shall be authorised to amend the contractual agreements, if and insofar as the assessment requirements are altered to the extent that DEKRA is only able to render its contractually agreed service in compliance with the standards under amended contractual agreements.

如果评估要求发生变化,并且DEKRA仅能够按照经修订的合同协议的标准提供其合同约定的服务,则DEKRA有权修改合同协议。

12.2 DEKRA shall inform the Client about any amendments to the contractual agreements within a reasonable period of at least three months. The Client shall have the opportunity within this set time period to object to the amendment of the contractual agreements. If the Client does not raise any objections within this period, the amended contractual agreements shall be deemed agreed between the parties. In the event of objections being raised by the Client, both parties shall have the right to terminate the contractual relationship with notice of one month from receipt of the objection by DEKRA.

DEKRA应在至少三个月的合理期间内将合同协议的任何修改通知客户。客户应有机会在规定的期限内反对修改合同协议。如果客户在此期间未提出任何异议,则经修订的合同协议应视为双方之间已达成协议。如果客户提出异议,则双方均有权在DEKRA收到异议通知之日起一个月内终止合同关系。

13. Invalidity of individual provisions 个别条款的失效

In the event of invalidity of one or more of the provisions set forth in these Certification Conditions, the statutory provision shall be considered agreed instead. Insofar as there is no statutory provision, the parties shall undertake to agree upon a new valid provision, which comes closest to the meaning of the invalid provision. The validity of the remaining provisions shall remain unaffected.

如果本认证条件中规定的一项或多项条款失效,则应视为同意法定条款。在没有法定条款的情况下,双方应承诺商定一项新的有效条款,该条款最接近失效条款的含义。其余条款的效力不受影响。