

IRIS 铁路行业质量管理体系认证的特殊认证条件

1. Area of applicability	1. 适用范围
These conditions apply to the agreements concluded between DEKRA Certification GmbH (hereinafter referred to as DEKRA Certification) for certifying quality management systems in accordance with the verification level IRIS Certification® Performance Assessment in conjunction with the Standard ISO 22163 (hereinafter referred to as IRIS) and its clients, unless other conditions have been agreed in writing or are prescribed by law.	在协商一致且合乎法律的基础上，以下条件在 DEKRA Certification GmbH (以下简称 DCG) 与其客户签订的依据国际铁路行业标准认证绩效评估规范，结合 ISO 22163 标准(简称 IRIS)，实施 IRIS 质量管理体系认证合同时有效。
2. Certification	2. 认证
For IRIS certifications, the specifications (of the respective valid version) of “IRIS certification provisions” (available at www.iris-rail.org) are also an integral part of the agreements concluded between DEKRA Certification and its clients.	对于 IRIS 认证而言，“IRIS 认证准备条件”(可从 www.iris-rail.org 网站获取)提供的认证规范(相应的有效版本)同样也是 DEKRA 认证与认证客户之间协议的一个完整的组成部分。
The DEKRA Certification must be approved by UNIFE to conduct IRIS audits and certifications and such approval lapses in the event the framework agreement between DEKRA Certification and UNIFE terminates. In case of termination before the evaluation process has been carried out and the IRIS Certificate has been issued, the client is not entitled to claim the IRIS Certificate.	DEKRA 必须经 UNIFE 授权批准才能进行 IRIS 审核和认证，如果 DEKRA 和 UNIFE 之间的框架协议终止，则此授权批准失效。如果在评估过程和 IRIS 证书颁发之前终止，客户无权要求获得 IRIS 证书。
The client gives his irrevocable permission to transfer audit reports in the agreed language to the UNIFE database.	客户应提供不可撤销的许可，以协商一致的语言转变审核报告，并输入到 UNIFE 的数据库。
The client accepts that the audit charges will be paid to the certification authority.	客户接受向认证机构支付审核费。
The client is obligated to register himself with the IRIS web portal www.iris-rail.org and with his certification body (DEKRA) for certifying. Irrespective of the result of the audit, the data will be stored in the database, managed by the IRIS management centre and made accessible based on the defined access authorisations.	客户有义务在 IRIS 的网站 (www.iris-rail.org) 上注册帐号，并取得认证机构的认证。不论审核的结果如何，数据将被储存在数据库中，由 IRIS 管理中心进行管理，并基于相关定义的访问许可可获取。
The IRIS group is entitled to make available non-detailed data from successful audits via the database	IRIS 集团被授权通过数据库，基于被定义的访问许可，获取成功通过审核的非详细信息。

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based on the defined access authorisations.	
Only the client may decide who may view detailed data (e.g. overall assessment, audit report...) via the IRIS database.	只有客户能够决定谁可以通过 IRIS 数据库查看详细的数据（例如总体的评估，审核报告等...）。
The contractor consents to assess the certification body and its auditors. Furthermore, it also consents to the language selected for use during the audit and for the written audit report.	合同方同意评估认证机构及其审核员。此外，它也同意在审核过程和书面审核报告中使用所选择的语言。
Witness auditors of the UNIFE or their representatives must be granted access during the audit performed by DEKRA Certification.	UNIFE 的见证审核员或他们的代表，必须被批准在 DEKRA 实施审核期间进入见证审核。
A witness audit by UNIFE or DEKRA Certification may not be refused.	不得拒绝 UNIFE 或 DEKRA 认证公司组织的见证审核。
The client agrees that the IRIS certificate will become invalid and may not be used for any other purposes if the surveillance audit is not performed or not passed.	客户同意，当监督审核没有实施或者没有通过时，IRIS 证书将成为无效的，并不得用于任何其他目的。
An IRIS certification is only possible in conjunction with an ISO 9001 certification.	IRIS 认证只有在结合 ISO9001 认证一起时才成为可能。
Recertification must be performed at the latest before the certificate expires. If this is not the case, a new certification procedure must be performed.	再认证审核必须最迟在证书到期前实施。如果没有这样做，就必须执行一次新的认证程序。
Supporting functions (Remote Locations/Guiding Locations) or site extensions need to be included in the audit and registered in the IRIS web portal beforehand. However, they cannot be certified independently.	支持功能（远程场所/指导场所）或扩展场所需要被纳入审核，并提前登记在 IRIS 网站上，但它们不能独立获得认证。
The client shall provide the audit team with a stable internet connection for the on-site audit.	客户应为审核组的现场审核提供稳定的互联网接入。
With regard to the IRIS certification program, the IRIS logo may only be used as shown at the IRIS data base.	关于 IRIS 认证方案，IRIS 的标志只能展示在 IRIS 数据库内。
The Client is perfectly aware that any proprietary and/or confidential information, know how or other intellectual property of UNIFE/IRIS Management Centre, whether registered or unregistered, shall remain the exclusive property of UNIFE, that all intellectual property rights on the System remain vested in UNIFE, and that no provisions of the agreement between the Certification Body and the	客户完全清楚 UNIFE/IRIS 管理中心的任何专有和/或机密信息、专有技术或其他知识产权，无论是否注册都是 UNIFE 的专有财产，在系统上的所有知识产权也归 UNIFE 所有，认证机构与客户之间协议的任何规定均不得产生或被视为产生转让，UNIFE 知识产权的转让或许可。

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Client shall give rise or shall be deemed to give rise to an assignment, transfer or licensing of the intellectual property rights of UNIFE.	
In the event of termination before completion of the evaluation process and issuance of the IRIS certificate, the client is not entitled to the IRIS certificate.	在评估过程完成和 IRIS 证书签发之前终止的情况下，客户无权获得 IRIS 证书。
The Client undertakes to use and shall cause ("se porte fort pour") its employees, directors, agents, and other representatives, as well as its shareholders and other companies or members of its group to use only the original IRIS Standard and Software and to refrain from using any document or copies of software which might infringe the intellectual property rights of UNIFE.	客户承诺使用并应促使（努力工作）其员工、董事、代理人和其他代表，以及其股东、其他公司或集团成员只能使用正版 IRIS 标准和软件，避免使用可能侵犯 UNIFE 知识产权的任何文件或软件副本。
3. Indemnification for infringement of UNIFE intellectual property rights	3. 对侵犯 UNIFE 知识产权的赔偿
The client shall indemnify DEKRA Certification against all claims, demands, costs, and expenses asserted against DEKRA Certification by UNIFE or the IRIS Management Centre (IMC) due to an infringement of UNIFE's intellectual property rights or other proprietary rights by the client or its employees, officers, agents, representatives, or affiliated companies. This includes, in particular, the lump-sum contractual penalty stipulated in the IRIS rules and price list of UNIFE.	由于客户或其员工、职员、代理人、代表或附属公司侵犯了 UNIFE 的知识产权或其它所有权，客户应就 UNIFE 或 IRIS 管理中心(IMC)对 DEKRA 提出的所有索赔、要求、费用和开支进行赔偿。尤其包括《IRIS 认证规则》和 UNIFE 价格表中规定的一次性合同罚款。
The indemnification also covers all further damages, reasonable legal costs and other expenses incurred by DEKRA Certification.	赔偿还包括 DEKRA 由此所产生的所有进一步损害、合理的法律费用和其它费用。
The client undertakes to provide DEKRA Certification immediately with all information necessary to defend against or clarify such claims and to provide DEKRA Certification with appropriate support.	客户承诺立即向 DEKRA 提供辩护或澄清此类索赔所需的所有信息，并向 DEKRA 提供适当的支持。
The indemnification obligation applies regardless of any fault on the part of the client and only lapses if it is proven that the infringement of intellectual property rights does not originate from the client's sphere of responsibility or from the persons referred to in paragraph 1 of this section 3.	赔偿义务适用于客户的任何过失，除非有证明知识产权侵权不是来自客户的责任范围或第 3 节第 1 条所述的人员。

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4. Deadlines in the certification process / Changes to the RQMS (Rail Quality Management System)	4. 认证过程 / RQMS (轨道交通质量管理体系) 变更的最后期限
The client is solely responsible for ensuring that the specified deadlines from the IRIS Certification® Performance Assessment, which serve to obtain or maintain the certificate and to assess the RQMS maturity level, are met.	客户有责任确保 IRIS 认证®绩效评估中规定的截止日期得到遵守，以便获得或维持证书，并评估轨道交通质量管理体系成熟度水平。
Significant changes to the RQMS must be reported to DEKRA Certification in advance of each audit and, if applicable, entered into the web portal www.iris-rail.org. For this purpose, the UNIFE template "Appendix 9 Changes on RQMS" in its currently valid version must be downloaded and used from the web portal www.iris-rail.org.	轨道交通质量管理体系的重大变更必须在每次审核之前向 DEKRA 报告，在适用情况下更新到 www.iris-rail.org 网站，同时必须从网站 www.iris-rail.org 下载和使用当前有效版本的“附录 9 轨道交通质量管理体系变更”模板。