



OIML 认证协议

申请单位: _____

申请编号: _____

申请日期: _____

OIML Issuing Authority, China

中国 OIML 证书发证机构

认证协议

Certification Agreement

一、 一般信息 General information

1. 申请人应遵守 OIML 认证的有关规定并有义务为 OIML 认证做出必要的安排，包括提供样机、材料等；
The applicant shall accept and follow relevant OIML certification provisions and be responsible for making necessary arrangements for OIML certification, including (but not limited to) providing equipment under test (EUT), supporting documents, etc.;
2. 申请人应正确使用 OIML 证书，遵守中国 OIML 证书发证机构相关规定，不得损害中国 OIML 证书发证机构的声誉，不得做使中国 OIML 证书发证机构认为可能误导或未经授权的声明，仅在获准 OIML 认证的范围内做出有关声明；
The applicant shall properly use the OIML Certificate; follow the provisions of OIML Issuing Authority, China and do no harm to its reputations; make no declarations unauthorized and treated as misleading by China's OIML Issuing Authority; generate statements only within the scope certified by OIML Issuing Authority, China;
3. OIML 证书仅用于证明该产品型式通过了认证，不能证明某个具体产品符合相关国际建议要求。
The OIML Certificate only indicates that the type has passed the certification, but shall not be used as a proof of the conformity of any individual instrument to the requirements of the relevant OIML Recommendation.

二、 保密约定 Confidentiality

1. 在认证过程中，发证机构对产品型号及生产技术等信息享有知情权；
During the certification process, Issuing Authority(IA) often becomes privy to proprietary information related to the pattern, manufacturing techniques, etc.;
2. 发证机构承诺对产品信息及认证过程中产生的信息保密，保证相关信息仅向经授权的组织和个人（如申请人、制造商和认证机构特定人员）提供；
IA will protect this information and carefully limit access to it, or to data concerning the pattern generated by IA, to properly authorized organizations or individuals, e.g., the applicant, the manufacturer and certain officials of the verifying agency;
3. 发证机构保证不将有关申请方和获证组织的相关信息和技術细节以任何方式透露给第三方，但以下情况除外：
The IA warrants that it will not disclose the relevant information and technical details of the applicant and the owner of certificate to any third-party organizations or personnel in any way, except for following cases:
 - a) 在申请前，申请方或获证组织已公开的信息；
The applicant and the owner of certificate has made relevant information open to public before application;
 - b) 国家法律、法规有要求时。

When required by national laws and regulations.

三、 过程 **Process**

1. 计量器具的试验和评价过程根据相应的 OIML 国际建议进行；
Testing and evaluation procedures of measuring instruments will be performed in accordance with relevant OIML Recommendations;
2. 在完成试验和评价后，发证机构会为计量器具签发 OIML 证书。如果计量器具没有通过试验，发证机构会以书面的形式通知申请人；
NIM issues the OIML certificate of conformity for the measuring instrument after the completion of the tests and the evaluations. The applicant will receive a formal notification in cases of the measuring instrument unable to pass the conformity tests;
3. 发证机构会在证书颁发后将证书副本发送给国际法制计量局（BIML）并告知 BIML 由申请人支付注册费用。 BIML 会向申请人开具发票；
NIM will send a copy of the certificate to BIML after the certificate has been issued and inform BIML that the registration fee will be paid by the applicant. Then, BIML will send an invoice to the applicant;
4. 当 BIML 收到注册费用后，会将相关证书添加至 OIML 网站上的已注册证书列表中，此时证书注册成功。只有注册过的证书才是有效证书。
BIPM will update the certificate to the list of registered certificates on the OIML website upon the registration fees have been received. After that, the certificate is successfully registered. Only registered certificates are valid.

四、 费用及支付方式 **Costs and payment**

1. OIML 证书试验及报告费用由各指定 OIML 实验室收取，具体费用可向指定 OIML 实验室咨询；
Fees for OIML testing and reports will be charged by each designated OIML laboratory, please consult the designated OIML laboratory for the details of fees;
2. 若试验过程中发生整改，可能因需进行重复试验而产生附加费用，相应费用由实验室根据实际情况与申请人协商后进行收取；
In case of modifications are needed during the tests, additional fees may be incurred for re-tests. The test laboratory will collect the corresponding fees after negotiating with the applicant according to the actual situation;
3. OIML 证书注册费由 BIML 收取，OIML 发证机构颁发的 OIML 证书经由 BIML 注册后方可生效。
The registration fee of OIML Certificate will be collected by BIML. The OIML Certificate issued by the OIML Issuing Authority shall not come into force until it is registered by BIML.

五、 文件及知识产权 **Documents and intellectual property**

1. 由中国 OIML 证书发证机构创建的文件只能以完整的形式传播和使用；
Documents created by OIML Issuing Authority, China (NIM) shall be spread and used only in their complete form;



OIML Issuing Authority, China

- 除了 OIML 证书的编号可单独使用外（引用时应包括发证机构的名称），OIML 证书及与之相关联的 OIML 型式评价报告和试验报告内容可以完整复制，但禁止部分使用和传播。
Apart from the mention of the OIML Certificate's reference number with the name of the OIML Issuing Authority which issued the OIML Certificate, partial use and spread of the OIML Certificate or of the associated OIML type evaluation report is not permitted, though they may be reproduced in full.

六、 整改 Modification

- 在实验室接收试验样机且发证机构接收申请书后，任何对样机的调整和改进都属于整改范围；
Once the test laboratory received EUT and IA received Application Form, any adjustments and rectifications will be considered as modification;
- 申请人应及时以书面的形式通知发证机构任何影响认证范围的变更；
The applicant shall promptly inform the IA, in writing, of all the changes that may affect the scope of the certification;
- 在试验阶段，若样机未能通过某项特定的试验，申请人可在发证机构同意后可对型式进行适当的调整和改进；
In the test stage, if the type fails to pass a specific test, the applicant may make appropriate adjustments and rectification of the type after approved by the IA;
- 发证机构将根据具体情况判断是否可以整改并将审批结果通知申请人及实验室；
The IA will judge/determine whether the modification can be carried out/performed according to the specific situation and inform the applicant and the laboratory the approval result (determination);
- 只有获得发证机构授权的调整和整改可以被进行。
Only the adjustments and modifications authorized by IA can be carried out (performed).

七、 分歧 Divergence

- 若申请人对发证机构的认证政策、运作过程、认证结果和服务等不满意，可在所涉及事件发生后的 30 个工作日内以书面形式向发证机构提出投诉；
If the applicant is not satisfied with the certification policies, processes, results and service, complaints can be made in writing to the IA within 30 working days after the occurrence of related incidents;
- 发证机构会根据投诉内容组建处理小组并在规定的时间内给出处理意见；
According to the complaint, the IA will establish a handling group and provide solutions and/or suggestions within a specified time;
- 若申请人对发证机构的处理结果持有异议，可向中国 OIML 证书管理委员会提出申诉。
If the applicant disagrees with the result of the IA's handling, applicant may appeal to China OIML Certificate Management Committee.

八、 风险 Risk



OIML Issuing Authority, China

1. 申请人提供的计量器具型式及样机，如不能满足相关国际建议的要求，将承担不能取得 OIML 证书的风险；
Where the type of measuring instrument and the EUT provided by the applicant fail to meet the requirements of relevant OIML Recommendations, the applicant shall bear the risk of OIML Certificate not being issued;
2. 若已取得 OIML 证书，但计量器具型式不满足相关国家的附加要求，申请人将承担不能依据 OIML-CS 证书互认制度取得相关国家型式批准的风险；
Where the applicant has been issued OIML Certificate, but the type of measuring instrument does not meet the additional national requirements of the relevant country, the applicant shall bear the risk relevant national type approval may not being granted according to the requirements of OIML-CS.
3. 因申请人原因造成无法开展或完成相关试验和评价任务的损失，由申请人承担；
If the test and evaluation cannot be performed or completed due to the applicant, applicant shall bear the loss;
4. 因不可抗力的原因造成任务停滞的，经双方协商可延期进行试验；
If the task is suspended due to force majeure, the test may be postponed after negotiation by both parties;
5. 申请人应承担因证书误用或认证标志使用不当而引起的发证机构的损失。
The applicant shall bear IA's loss caused by any misuse of certificates or certification logo.

九、 其他 **Other terms and conditions**

1. 申请者应确保未同时向任何其他 OIML 发证机构提交同一申请；
The applicant shall guarantee that there is no concurrent application for OIML type evaluation submitted to any other OIML Issuing Authority;
2. 申请人应保证申请表内容及其附件的真实性和有效性，确保提交给发证机构和实验室的纸质版资料内容一致；
The applicant shall ensure the facticity and validity of the content of the application form and accompanying information and ensure the documentation submitted to IA being identical to that to the Test Laboratory;
3. 当申请人需要了解其他国家的附加要求时，发证机构可帮助提供相关资料；
If the applicants want to know the additional national requirements of different countries, IA could help provide relevant information;
4. 本认证协议可在中国 OIML 证书发证机构网站（oiml.nim.ac.cn）上获取。
The Certification Agreement is available on the website of OIML Issuing Authority, China (oiml.nim.ac.cn).

作为申请人，我（们）已仔细阅读此认证协议并承诺遵守相关条款。

As the applicant, I (we) have read this Certification Agreement carefully and hereby commit to complying with the relevant terms and conditions.

申请人签字/单位盖章：

Signature/Stamp (on behalf of the applicant):