

NQSA SERVICES AGREEMENT

This agreement is made and entered into as of [Month DD, YYYY] by and between:

Nuclear Quality Standard Association (NQSA), an association duly incorporated under the French law of 1st July 1901 and the decree of 16 August 1901, with its principal place of business at 67/71, boulevard du Château, 92200 Neuilly-sur-Seine (France), hereinafter referred to as “NQSA”, represented by its Chairman Thierry ZUMBHIL,

And [insert hereafter the full name and address for correspondence of the Certification Body] hereinafter referred to as XXX

Hereinafter referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS

NQSA is a non-profit association jointly launched in January 2011. As part of this initiative, the NSQ-100 Standard, was developed to ensure that all major nuclear industry players use a single international quality standard to certify their supply chain.

In order for NQSA to deploy the NSQ-100 Standard pursuant to its corporate object, NQSA has approved the application of [_____] as a potential Certification Body authorized as such to deliver the NSQ-100 Certification under the assessment and qualification processes described herein.

The Parties have therefore come together to define the terms and conditions of this agreement.

NOW THEREFORE the Parties hereto hereby agree as follows:

1 DEFINITIONS

“Agreement” means the present agreement entered into between the Parties.

“Certification Body” means: the certification body which shall comply with the obligations detailed in this Agreement, NQSA requirements, and received the Qualification Certificate

“Qualification” means fulfilment of all NQSA requirements including those set forth in the Qualification Procedure by the Certification Body, subject in any case to the issuance and maintain by NQSA of a Qualification Certificate for the benefit of the Certification Body. The Qualification determines the competence of the Certification Body to deliver NSQ-100 Certificate(s) to third-party organizations.

“Qualification Certificate” means the Qualification certificate awarded by NQSA to the Certification Body which determines the competence of the Certification Body to deliver the NSQ-100 Certificate(s) to third-party organizations.

“Qualification Procedure” means the procedure “General requirements – Qualification for Certification Bodies” available on the NQSA website which has been developed by NQSA, as may be updated from time to time, and which is owned by NQSA.

“NSQ-100 Standard” means the nuclear safety and quality management system requirements in its Version 0 - December 2011, as may be updated from time to time, developed by NQSA and which is owned by NQSA.

“NSQ-100 Certificate” means the certificate issued by the Certification Body based on the NSQ-100 Standard to its clients.

“NSQ-100 Certification” means the certification based on the NSQ-100 Standard.

“Services” means the assessment, surveillance and re-assessment processes performed by NQSA in order to determine the competence of the Certification Body to deliver the NSQ-100 Certificate to third-party organizations.

2 PURPOSE OF THE AGREEMENT

- 2.1 NQSA will carry out assessment, surveillance and re-assessment of the Certification Body to determine competence for the award by the Certification Body of the Qualification Certificate.
- 2.2 For the avoidance of doubt, the provision of Services by NQSA to the Certification Body is on a non-exclusive basis and nothing in this Agreement shall prevent NQSA from entering into the same or similar arrangements with any other applicants to the Qualification without incurring any liability to the Certification Body whatsoever.

3 OBLIGATIONS OF NQSA – GENERAL PRINCIPLES OF THE QUALIFICATION PROCESS

- 3.1 NQSA undertakes to apply consistently the criteria for Qualification and to provide from the NQSA members staff suitably qualified personnel to perform the Services.
- 3.2 The Certification Body will be notified in advance of the names of the members of the NQSA assessment team and the organization they belong to. Should there be any duly justified objections by the Certification Body to individual members of the NQSA assessment team on reasonable grounds, NQSA will whenever possible, do its reasonable efforts to replace its individual members.
- 3.3 Once, and if, NQSA is satisfied that XXX meets all the Qualification requirements, NQSA will issue a Qualification Certificate. The Qualification Certificate will be available on the NQSA website. NQSA reserves the right to publish a list of qualified Certification Bodies entitled to perform NSQ-100 Certification.
- 3.4 The qualification of the Certification Body starts from the date of issuance of the Qualification Certificate for a defined period (normally five years) to be defined by NQSA unless NQSA deems appropriate to suspend or terminate the Certification Body Qualification because NQSA, acting reasonably, considers that the Certification Body does not meet anymore the Qualification criteria.
- 3.5 A surveillance assessment will be performed on-site no later than twelve (12) months from the date of date of issuance of the Qualification Certificate, and then on a yearly basis, unless otherwise decided by NQSA, acting reasonably.
- 3.6 Should non-compliance with the Qualification criteria and requirements be identified during a surveillance assessment or at any other time, corrective actions will be requested by the NQSA assessment team, with appropriate time limits for implementation ; failures to implement those actions in due time will be considered as

a breach of this Agreement and will allow NQSA to suspend or withdraw the Qualification Certificate, and/or terminate this Agreement with immediate effect .

In case of disagreement on any nonconformity identified by NQSA, the Certification Body may appeal to NQSA, and NQSA may suspend the Qualification Certificate pending resolution of the disagreement.

- 3.7 NQSA may conduct extraordinary assessments as NQSA deems appropriate, particularly in case of complaints or significant changes relevant to the Certification Body Qualification or to the Qualification criteria..
- 3.8 Should the Certification Body fail to issue NSQ-100 Certificate in full compliance with the NSQ-100 Standard, NQSA may suspend or withdraw the Qualification Certificate, withdraw the NSQ-100 Certificate granted to the third party, and/or terminate this Agreement with immediate effect.
- 3.9 NQSA decision(s) under Section 3.6 and 3.8 will be sent to the Certification Body with acknowledgment of receipt. In case of withdrawal of the said Qualification, the Qualification Certificate will be erased from the NQSA website.
- 3.10 NQSA will inform the Certification Body of any significant modification of the Qualification requirements. These modifications may consist of new requirements to be applied for the Qualification assessment. A written notification will be sent by NQSA to the Certification Body with the requirement details and the deadlines for compliance in order to keep its Qualification Certificate.

4 OBLIGATIONS OF THE CERTIFICATION BODY

- 4.1 The Certification Body shall fully comply with all the terms of this Agreement, and particularly comply with the Qualification requirements in order to avoid any suspension or withdrawal of its Qualification Certificate .
- 4.2 The Certification Body shall at all-time have the appropriate know-how, experience, care, skill and personnel that are necessary to obtain the Qualification and to deliver the NSQ-100 Certification.
- 4.3 The personnel of the Certification Body shall remain the employees of the Certification Body and the Certification Body shall remain responsible at all times for all liabilities in respect of them including, without limitation, their remuneration, any liability for taxation, and all health and safety and related matters.
The qualified personnel will automatically lose their personal accreditation resulting from Qualification should they change from employer.
The qualified personnel will automatically lose their personal accreditation resulting from Qualification in case of suspension / withdrawal of the Qualification Certificate of the Certification Body.
- 4.4 The Certification Body authorizes NQSA representatives to access to all its premises, technical professional files including qualifications of the training skills of personnel selected for the Qualification, documents and records as necessary for the assessment and maintenance of the Qualification, provided the Parties comply with

any confidentiality requirements set forth by any applicable certification rules and regulations.

- 4.4 The Certification Body shall communicate and grant access to, prior to the assessment of the Qualification, all the documentation required by NQSA for the preparation of the assessment.
- 4.5 Arrangements with NSQ-100 Certification Body's clients, either certified holders or candidates, through a contract or by any other equivalent means shall be made by the Certification Body in order to impose, where appropriate and upon request, the presence of NQSA assessors during an on-site assessment at the NSQ-100 Certification. A non-compliance with this NQSA requirement shall be a case of suspension of the Qualification.
- 4.6 The Certification Body shall pay to NQSA fees for the Services and for each NSQ-100 Certificate as follows:
- 4.6.1 The Certification Body shall pay to NQSA for each NSQ-100 Certificate issued a firm amount, together with the taxes (other than NQSA income taxes) associated therewith, and upon conditions as defined in Appendix 1.

NQSA shall invoice the Certification Body every ____ .

Each invoice shall include the following information:

- (a) a summary of the Qualification Services provided by NQSA during the period to which the invoice relates; and
- (b) [the number of NSQ-100 Certificate issued]

The Certification Body shall pay all sums properly due and payable to NQSA within thirty (30) days of the date of invoice.

All payments hereunder shall be made in Euros by bank transfer to NQSA's bank account in France. All corresponding bank costs shall be for NQSA.

NQSA bank account's references: ____

In the case of overdue payment, NQSA may suspend all ongoing Services until it has received appropriate payment from the Certification Body, without exclusion to the right to take any other action available at law. All amounts outstanding on the due payment date shall, by right and with no formal demand, give rise to late payment penalties equal to one and a half times the legal interest rate on a prorata basis every calendar month.

- 4.6.2 In addition, the Certification Body shall reimburse to NQSA all costs related to the Services including the disposition of any outcome, in reimbursable expenses incurred by NQSA during the performance of the Services as well as assessment fee, upon submission by NQSA of invoice(s) with an itemization of the expenses incurred..

- 4.7 The Certification Body shall inform NQSA, without delay, of any significant change relevant to its Qualification, such as matters related to:
- Its legal, commercial, ownership or organizational status;
 - The organization, top management and key personnel;
 - Main policies;
 - Resources and premises;
 - Scope of ISO 17021 accreditation; and,
 - Other such matters that may affect the ability to fulfill the requirements for Qualification.

5 RECIPROCAL OBLIGATIONS

- 5.1 Each Party agrees not to do or undertake anything whatsoever that may harm or impair the image of the other Party both during and after termination of the Agreement.
- 5.2 The Parties will mutually inform each other of any event or circumstance that may have an impact on the performance of this Agreement and on the continuation of the partnership relations.
- 5.3 Each Party shall remain the owner of the know-how, trademarks, patents, copyright or other intellectual property rights which it already owned on the date of execution of this Agreement. Unless otherwise agreed in writing, inventions, know-how, designs or work results developed by a Party within the framework of this Agreement shall remain the ownership of that Party.
- 5.4 The Certification Body acknowledges particularly that the NSQ-100 Standard, the Qualification criteria and the Qualification Procedure have been developed by NQSA and belong exclusively to NQSA. With the exception of the right to use the NSQ-100 Standard for the purposes of delivery the NSQ-100 Certification to third party organizations, the Certification Body shall not claim any right or title in the NSQ-100 Standard, the Qualification Procedure, or the intellectual property rights attaching to it and shall cause its clients to do the same.
- 5.5 The Parties shall act as independent contractors, and neither Party shall act as agent for the others, nor be authorised to incur any liability or to represent or make commitments on behalf of the others.

6 CONFIDENTIALITY

- 6.1 Each Party agrees to keep confidential any technical, scientific, commercial, legal, strategic or other information belonging to or held by the other Party, which is disclosed, in any form whatsoever (in writing, orally, electronically or other) to the other Party during and after this Agreement whether or not that information is marked as "confidential".
- 6.2 This obligation does not apply to information:

- a. that has fallen into the public domain; or
- b. to information for which the disclosing Party can prove that the information was already known to it from a third party without breach of any confidentiality obligation; or
- c. is required to be disclosed under applicable law or by a governmental order, decree, regulation or rule or by a stock exchange authority (provided that the receiving Party shall make all reasonable efforts to give prompt written notice to the disclosing Party prior to such disclosure).

6.3 Each Party shall be responsible for ensuring that all persons to whom confidential information is disclosed under the Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or entity, and shall assume full responsibility for any breach of said undertaking.

6.4 The Parties warrant that, neither during the term nor within five (5) years after the expiration of this Agreement, shall they disclose any proprietary or confidential information relating to this Agreement, or either Party without the prior written consent of the other Party.

6.5 The Certification Body agrees that the following information will be available on the NQSA website :

- Name and address of the Certification Body
- Date of granting Qualification and expiry dates
- Contact details of the Certification Body

7 HEALTH & SAFETY

7.1 The Body shall ensure that NQSA assessors, when attending the Certification Body's or its customers' sites for assessment purposes, are provided with such personal protective equipment (PPE) as may be necessary to avoid security and safety issues and meet any applicable legal requirements.

8 REPRESENTATIONS AND WARRANTIES

8.1 The Certification Body warrants and represents that:

- a) the Agreement has been duly authorised by all necessary actions for signature by the representatives of the Certification Body;
- b) it shall comply with the terms of NQSA's internal rules;
- c) neither the Certification Body, nor any of its personnel or representatives have made, offered or authorized with respect to the matters which are the subject of this Agreement, any payment, gift, promise or other advantage, whether directly or through any other person, to or for the use or benefit of any of the Certification Body's employees or any public official (e.g. any individual holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, public enterprise or public international organization) or any political party or political party official or candidate for office, where such payment, gift, promise or advantage would violate:

- the applicable laws of the country where NSQ-100 certifications are implemented;
 - the laws of the country of formation of NQSA;
 - the principles described in the “Convention on Combating Bribery of Foreign Public Officials in International Business Transactions”, signed in Paris on December 17th, 1997, which entered into force on February 15th, 1999, and the Convention’s Commentaries.
- 8.2 In providing the Services, information or advice, neither NQSA nor any of its assessors warrants the accuracy or completeness of any information, review, audit, agreement or advice supplied or performed by NQSA.
- 8.3 Notwithstanding any provision to the contrary contained herein or in any document, no warranty or guarantee, express or implied, including any warranty of merchantability or fitness for a particular purpose or use, is made by NQSA or any of its assessors for any activities undertaken by the Certification Body, including signature, performance and termination of NSQ-100 auditing contracts with clients..

9 LIABILITY

- 9.1 The Certification Body, at its expense, shall indemnify, and hold NQSA harmless from and against and all liabilities, claims suits, damages, made against NQSA by reason of:
- the Certification Body’s, its affiliates’ or employees’, or certified third party organization, activities or breach of the terms of this Agreement or any rules, regulations or codes of conduct, including but not limited to claims for any misuse of any Certificate or for damage to NQSA property.
 - The Certification Body failure to comply with all local laws and regulations concerning the provision of the auditing services to its clients
 - third party(ies) claims made against NQSA resulting from the performance by the Certification Body of the NSQ-100 certification
 - the Certification Body personnel claims made against NQSA
- 9.2 The Certification Body is solely responsible for the content of all deliverables to its clients and is not liable for any claims or damages arising out from any infringement of the NSQ-100 Standard and the NQSA and NSQ-100 trademarks.
- 9.3 The Certification Body shall do its best efforts to include in each NSQ-100 auditing contract it will enter into with its client, a clause whereby the Certification Body’s client waives all rights of recourse against NQSA for any claim or action for loss or damage resulting from the performance by the Certification Body of the NSQ-100 audits.
- 9.4 Except in respect of death or personal injury caused by NQSA, neither NQSA nor any of its assessors (on behalf of each of whom NQSA has agreed this clause) shall be liable to the Certification Body for any liability of any kind (and particularly in case of any loss of profit or any indirect, incidental or consequential losses or damages, costs or expenses or other claims (whether caused by the negligence of NQSA, its assessors or otherwise)), which arise out of or in connection with this Agreement, and particularly the provision of the Services or their use by the Certification Body. Without prejudice to the above, the maximum liability of NQSA under or in connection with this

Agreement shall not exceed the greatest of _____ euros or the agreed annual fee paid by _____ to _____.

- 9.5 Without prejudice to the Certification Body indemnity obligations under Article 9.2, the Certification Body shall not be liable towards NQSA for indirect, incidental or consequential losses or damages (including, without limitation, punitive and exemplary damages, loss of earnings, loss of production, loss of value or decrease in earnings from any goods or property, including, without limitation, loss of use, loss of financial advantage, business interruption or downtime).

10 TERM AND TERMINATION

- 10.1 Without prejudice to NQSA right to suspend or terminate the Qualification Certificate under the provisions of this Agreement, this Agreement shall enter into force on _____ and shall remain in force for a period of three (3) years unless otherwise extended by way of amendment prior to such end.
- 10.2 In addition, NQSA may terminate this Agreement for breach by the Certification Body by giving the other one not less than thirty (30) days' prior written notice without incurring any liability.
- 10.3 Upon termination of this Agreement, the Qualification Certificate granted hereunder shall immediately cease to be valid, and the Certification Body shall:
- a) cease any use of NQSA trademarks and NSQ-100 Standard and
 - b) cease any promotion and communication on the NSQ-100 Certification.
- 10.4 Any termination of this Agreement however caused shall be without prejudice to any rights or liabilities of the Parties which have been accrued on or before the date of termination. Upon termination of this Agreement for any reason:
- notwithstanding any other provisions of this Agreement, the terms of this article 10 and articles 6 (confidentiality), 8 (representations and warranties), 9 (liability) and 13 (Law and jurisdiction) shall continue in force in accordance with their terms; and
 - all fees and charges accrued (but unpaid) pursuant to this Agreement shall forthwith become due and payable.

11 FORCE MAJEURE

No failure or omission by either party to carry out or observe any of the stipulations, conditions or warranties to be performed as set out in this Agreement shall give rise to any claim against such Party or be deemed to be a breach of contract to the extent that such failure or omission arises from causes reasonably beyond the control of such Party.

12 ASSIGNMENT

Except as otherwise agreed by the Parties in writing this Agreement shall not be assigned in whole or part.

13 LAW AND JURISDICTION

1. This Agreement shall be governed and construed in accordance with French law.
2. In the event of a dispute relating to the interpretation or application of the present Agreement, both Parties will attempt to reach an amicable agreement.
3. If no amicable solution can be reached, the Parties agree to refer any dispute that may arise with regard to the interpretation and/or performance of this Agreement to the court of having competent jurisdiction within the Court of Appeal of Paris.

for and on behalf of the Certification Body.

Signed :

Name ::

Position held within the Certification Body:

Date XXX,

For and on behalf of

Signed :

NQSA :

Position held within the organization:

Date XXX,

APPENDIX 1 :

The rate of each fee is as follow :

- 450 € for each NSQ-100 certificate issued,
- 1000 € per day per NQSA auditor for assessment.

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