

Date

# MEMORANDUM OF UNDERSTANDINGS (MOU)

INSPECT ULUSLARARASI BELGELENDİRME VE GÖZETİM HİZMETLERİ  
TİCARET LTD. ŞT. & XXXXXXXX



## MEMORANDUM OF UNDERSTANDINGS (MOU)

### PARTIES

**THIS AGREEMENT** is signed between the below parties

**Body Name** : INSPECT ULUSLARARASI BELGELENDIRME VE GOZETIM HIZ. TIC. LTD. ŞTI.  
**Address** : Ekip iş mrk kat 6 no 33 Ş. Kamil/Gaziantep/TURKEY  
**Tel** : 00903422150679  
**e-mail** : [info@inspect.com.tr](mailto:info@inspect.com.tr)  
**Contact Person** : Ozan ATES  
(Hereinafter called 'INSPECT')

and

THE PARTY whose name and address is set out here to Short name as may be used in this agreement –

**Company name** : Limited Liability Company "Nuclear Industry Technical Competence Center" - CTKAO-expert  
**Add** : 29 Bolshaya Ordynka Street, building 1, Moscow, Russian Federation  
**Tel** : +74959537245  
**E-mail** : [os@atomctk.ru](mailto:os@atomctk.ru)  
**Contact Person** : Sergey Kuznetsov

(Hereinafter referred to as - CTKAO-expert)



**Inspect**  
ULUSLARARASI BELGELENDIRME VE GOZETIM HIZ. TIC. LTD. ŞTI  
Fatihçeri Mahallesi, Şişli 16 Nolu Sokak No: 7 İç Kapı No:1  
Posta Kodu: 27090 Şişli/Kamil / GAZİANTEP  
Tel: 0342 215 66 79 Faks: 0342 215 06 78  
Şahısbey Y.D. 465 036 03-08 Tic. Sic. No: 32150

### 1. General

The INSPECT Ulus. Bel. Ve Goz. Hiz. At TURKEY ('INSPECT') owns a Certification System for the certification of the management systems of organisations. INSPECT has made an agreement with the CTKAO-expert granting the CTKAO-expert a right to market, promote, advertise and distribute this business or sections of this business within the its territory.

### 2. Responsibilities and duties of INSPECT

- Making risk analysis
- Policy formulation;
- Process and/or procedure development;
- Initial approval of auditing personnel, or control of their training;
- On-going monitoring of auditing personnel;
- Application review;
- Assignment of auditing personnel;
- Control of surveillance or recertification audits;
- Final report review or certification decision or approval.
- Issuing certificate
- to provide the CTKAO-expert with any necessary information and advice to enable the CTKAO-expert to properly conduct the Business together with information about developments and improvements as may be developed by INSPECT and deemed necessary for the conduct of the Business
- INSPECT should make risk assessment before starting the cooperation
- As needed, based on the risk assessment, additional controls shall be defined and implemented

### 3. Responsibilities and duties of CTKAO-expert

- Performing the assessments (*Ref: Audit procedure*)
- Marketing the INSPECT's activities
- Preparing the application and sending to INSPECT
- Maintain the auditors meets the standard and INSPECT's procedure requirements
- Communication with clients,
- The CTKAO-expert have to operate within the INSPECT's management system and/or under its own accreditation
- Have to complete the Risk Assessment Requirement as outlined and forward to INSPECT Head Office for approval and lodgement with ACCREDITATION BODY.

### 4. Condition of the CTKAO-expert

The CTKAO-expert should have a legal entity. And have to submit the evidences to INSPECT. If there is a change in evidences, the new evidences have to be submitted to INSPECT as quick as possible.

If the CTKAO-expert is a partnership, the CTKAO-expert must notify INSPECT of the names of every partner and their respective ownership interests in the partnership prior to the date of this agreement. No change to the partnership or the respective ownership interests of the partners may be made without INSPECT's prior written consent.

### 5. Impartiality of the CTKAO-expert

The CTKAO-expert must at all times maintain impartiality as regards the organisation undergoing compliance assessment, subsequent system reviews or other areas covered by the business. The Auditors or any person directly involved in such activities must not act as a consultant or have

acted as a consultant to the organisation undergoing such activities for a period of no less than two (2) years prior to the undertaking business activities. (*Ref: Risk analysis*)

**6. Competence Requirements of the CTKAO-expert**

All the personnel which include the business activity (auditing), have to meet competence requirements which are defined on ISO 19011 and ISO 17021 standard series documents.

And all the personnel which include the business activity (auditing), should meet the INSPECT's procedures requirements.

All Auditors used by the CTKAO-expert must be approved by INSPECT.

If the CTKAO-expert not have suitable Auditors available, other than those which may be provided by INSPECT, then the CTKAO-expert shall ensure that at least one person in the employment of the CTKAO-expert shall attend suitable training and follow-up provided by INSPECT.

The CTKAO-expert and its staff must not undertake to perform any services for which they are not qualified. (*Ref: Audit personnel selection and evaluation Guidance documents*)

**7. Process Requirements**

CTKAO-expert should perform the audit on-time.

INSPECT should give all necessary documents and others for providing effective cooperation.

INSPECT have to meet the all required standards (ISO, IAF, etc...)

All the procedures which is required for effective processing is shared with CTKAO-expert by INSPECT

**8. Risk Assessment**

Prior to entering this agreement, INSPECT performs a comprehensive risk assessment on the candidate entity in the country in which it is located and in the countries in which it will be operating on behalf of INSPECT. If INSPECT identifies an unacceptable risk that is not manageable, INSPECT shall not proceed with the agreement.

This risk analysis reviews every year. (*Ref: Risk analysis, Risk Assessment Form For CTKAO-expert*)

**9. Inspect's visit and Internal audits**

The CTKAO-expert has to receive the internal audit from INSPECT at least once a year.

INSPECT shall visit any new operation and conduct on-site training – including witnessing and evaluation of local auditors and other related personnel. During an initial period of time (the duration of which should be determined on the basis of the operation's processes and associated risks), the performance of the new operation shall be closely monitored and additional internal audits should be performed.

The audit frequency shall depend on the risk assessment and the results of previous audits.

After internal audits Annual report is issued by INSPECT which include KPI's.

These internal audits can be on-site or on-line

In case of on-site assessment is performed by INSPECT's auditor, CTKAO-expert pays USD/day and all travel and accomodation expenses shall be beared by CTKAO-expert. In case of on-line witness assessment CTKAO-expert pays USD/day



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### 10. AB's visit

The CTKAO-expert shall agree to allow AB auditors to witness CTKAO-expert assessors when they have been selected to be witnessed and the CTKAO-expert will ensure that the requirements of ACCREDITATION BODY are met and that they will cooperate with INSPECT and AB to ensure that the witness program is achieved. For AB witness assessment all expenses (travel, accommodation, AB audit fee) shall be borne by CTKAO-expert.

### 11. Annual Non-Key locations fee

CTKAO-expert should pay Annual Non-Critical Office (Non-Key locations) fee which is specified by Accreditation Body. It is invoiced by INSPECT once a year.

### 12. Authorized Services

Sell, use and offer in the Business the services specified in INSPECT Procedures as provided on the INSPECT intranet, or nominated by INSPECT in writing and not sell, use or offer in the Business any other services.

Undertake training reasonably required by INSPECT to enable the CTKAO-expert to provide the services nominated by INSPECT in accordance with INSPECT's standards. If the CTKAO-expert fails to comply with these requirements, the CTKAO-expert must not provide the relevant services unless otherwise directed by INSPECT. INSPECT may exercise any of its other rights following any such non-compliance.

### 13. Training

Participate, and ensure that the number of employees stipulated by INSPECT participate in supplementary training that INSPECT considers necessary to instruct the trainees to efficiently conduct the Business.

The cost of any travel, accommodation, meals and any other expenses required by the CTKAO-expert or its employees in attending any training must be borne by the CTKAO-expert.

### 14. Protection of system

#### Ownership of Intellectual Property

The CTKAO-expert acknowledges that INSPECT is the exclusive owner of all intellectual property rights relating to, developed within or used in connection with INSPECT Businesses.

These rights include and are not restricted to;

- INSPECT website
- INSPECT Marks
- all copyright including electronic, written and visual material
- all marks and names by which INSPECT Businesses are known
- INSPECT's systems, methods, specifications, procedures, trade secrets, software and other confidential information
- all designs and know-how relating to the services used in INSPECT System
- INSPECT Procedures and forms
- INSPECT's training materials.

Any further rights or goodwill which develops as a result of or in connection with the CTKAO-expert's operation of the Business will be the sole property of INSPECT. The CTKAO-expert represents that it will not assert any right to INSPECT's intellectual property nor will the CTKAO-expert make any application in the name of or for the CTKAO-expert for the registration of any company or business name or trade or service mark comprising or including the word 'INSPECT', INSPECT Marks or any other marks or names by which INSPECT Business are known unless INSPECT first consents in writing.

### **Protection of Intellectual Property**

The CTKAO-expert must not do anything or aid or assist any other person to do anything, which would infringe upon, harm or contest INSPECT's intellectual property. If the CTKAO-expert learns of any actual or threatened infringement or privacy of INSPECT's intellectual property or if any infringement or piracy claim is made against the CTKAO-expert:

- the CTKAO-expert must immediately notify INSPECT in writing of the infringement, piracy or claim,
- INSPECT must determine (at its sole discretion) what action, if any, to take and must bear the expense of any such action, and
- if requested by INSPECT, the CTKAO-expert must be a named party and fully co-operate in the action.

### **Use of INSPECT Marks**

The CTKAO-expert must use INSPECT Marks as set out in the Manual in the operation of the Business in the manner and only in the manner set out in this agreement or the Manual or as otherwise directed by INSPECT. In particular, the CTKAO-expert must:

- Use INSPECT Marks in conjunction with all advertising and promotion of the Business
- Indicate clearly that INSPECT is the exclusive owner of INSPECT Marks
- in the case of any registered INSPECT Marks, indicate clearly that they are registered and that the CTKAO-expert is an authorised user and if required by INSPECT, enter into a registered user agreement
- only apply INSPECT Marks as specified in the Manual or as directed by INSPECT in writing
- Provide INSPECT with a sample of all proposed uses of INSPECT Marks and obtain INSPECT's written approval of such use.
- Use of the AB and IAF Marks can only be undertaken in accordance with the AB and IAF requirements. (**Even certified clients, IAF mark can never be used.**)
- If the CTKAO-expert contravenes the use of INSPECT, AB or IAF marks, in particular, using marks fraudulently, then this will be considered a serious breach of the CTKAO-expert Agreement, which will result in the suspension of the CTKAO-expert operations and removal of the CTKAO-expert.

### **Protection of INSPECT Marks**

The CTKAO-expert must not during or after the term do or permit to be done anything which may detract from INSPECT's goodwill and reputation attaching to INSPECT's intellectual property or which does or is likely to deceive or cause confusion.

### **Changes to INSPECT CTKAO-expert System**

INSPECT may at any time or times decide to:

- modify or discontinue the use of any of INSPECT Marks by INSPECT Businesses,
- require INSPECT Businesses like the Business to use one or more additional or substitute marks and/or
- Modify the colour scheme, design or any other thing applicable to INSPECT Businesses.

Upon any such decision being made the CTKAO-expert must (at the CTKAO-expert's expense) carry out all necessary changes as nominated by INSPECT and must do this within thirty (30) days after notice from INSPECT.

## **15. Insurance**

CTKAO-expert shall get indemnity insurance for the safety of auditors to conduct audits and against damage which is likely to be estimated to occur because of auditors in each CTKAO-expert.

Each CTKAO-expert which related auditors belong to shall pay the related expense and hold the certificates of insurance.

Otherwise, instead of such an insurance it is available for each CTKAO-expert to have the balance of a certain amount in its own account at least (20.000,00 USD). Each CTKAO-expert necessarily has to demonstrate it when INSPECT or ACCREDITATION BODY requires during witness audit. The Bank Account for the insurance shall not be withdrawn frequently.

**16. Use of Sub-contractors**

The CTKAO-expert **will not** use or engage a sub-contractor in the conduct of the Business without first having obtained the approval of INSPECT.

**17. Customer complaints**

should take the customer complaints

should pay for any actions necessary to remedy any unresolved complaint made by a customer for whom the CTKAO-expert has performed services in the conduct of the Business

INSPECT may take such action as it considers necessary to remedy such complaints.

**18. Termination**

In case of Failure to fulfill any requirements in this contract, the agreement has been terminated

Additionally; INSPECT at its option and without prejudice to any other rights or remedies it may immediately terminate this agreement upon the occurrence of any of the following events:

**In case of failure to Pay Money**

Based on the monthly report form being provided by the 10th day of each month, INSPECT will invoice the CTKAO-expert within 10 days of receiving the report. The CTKAO-expert will then have until the end of that month to pay the invoice. Failure to pay invoices for 2 consecutive months or more than 3 times in a six month period will result in the suspension of the CTKAO-expert agreement.

**In case of convicted of Criminal Offence**

The CTKAO-expert or any one or more of its directors or principal officers is convicted of any criminal offence.

**In case of Property Seized or Arrangements or Composition with Creditors**

The CTKAO-expert commits an act of bankruptcy or has its property seized under any distress or execution or makes any arrangement or composition with its creditors or fails to contest within two weeks of service any petition for bankruptcy or winding up.

**In case of partnership changes**

The CTKAO-expert being a partnership changes its partners without the prior written approval of INSPECT or is terminated or dissolved

**In case of incapable or Absent**

The CTKAO-expert being a natural person becomes incapable of conducting or does not operate or is otherwise absent from the Business without the written approval of INSPECT (such approval not to be unreasonably withheld) for a period in excess of two (2) Months, regardless of whether

the absence or non-operation is due to illness, accident, injury to the CTKAO-expert or any other cause

### **In case of Misrepresentation**

The CTKAO-expert makes any material misrepresentation relating to the acquisition of the Business or the CTKAO-expert engages in conduct which in the opinion of INSPECT reflects unfavourably in a substantial way on the operation and reputation of the CTKAO-expert granted under this agreement

### **In case of Written Agreement to Terminate**

Both INSPECT and the CTKAO-expert agree in writing to terminate this agreement.

### **In case of CTKAO-expert Fails to Demonstrate Skills**

The CTKAO-expert after entering into this agreement fails to demonstrate suitable business skills, which INSPECT believes is necessary in order to successfully conduct the Business.

### **In case of Failure to Meet Standards,**

The CTKAO-expert fails to operate the Business in accordance with the standards prescribed by INSPECT, including as prescribed in any procedures and forms or any other material issued to the CTKAO-expert including those standards and requirements of INSPECT's procedures.

### **In case of Fraudulent Practices**

If the CTKAO-expert fails to control the activities of their auditors or staff in accordance with INSPECT Procedures so as to prevent the occurrence of illegal audit activities or illegal issuing of certification certificates.

## **19. Breach of covenants**

Notwithstanding anything contained in any other clause of the agreement, if and whenever there is a breach or non-observance or non-performance of any of the covenants and conditions contained in this agreement and on the part of the CTKAO-expert to be observed and performed and the breach continues for 14 days after service by INSPECT of a notice on the CTKAO-expert requiring him to remedy the breach, either INSPECT may at its discretion, or the CTKAO-expert must if required by notice in writing given by INSPECT, remove all signs, logos, slogans, designs, colour schemes and pattern and any other features associated with CTKAO-expert granted under this agreement which appear at the time of the breach at the premises. If INSPECT effects such removal the CTKAO-expert must reimburse INSPECT for all of the costs and expenses incurred by INSPECT in the removal.

## **20. Payments**

Based on the monthly report form being provided by the 10th day of each month, INSPECT will invoice the CTKAO-expert within 10 days of receiving the report. The CTKAO-expert will then have until the end of that month to pay the invoice.

The fees has been shown at fee table

## **21. Extra-ordinary Situation**

In case of extra-ordinary situation (war, economical crisis, etc..), INSPECT has right to make changes in any clause of that agreement

## **22. Governing Laws**

This agreement is governed by the laws of the Turkey as proclaimed and applicable to the Turkey in which INSPECT Business is carried out under this agreement.

*Fee table (In Euro)*





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| System         | ACCR. | Initial Fee | Surveillance Fee<br>(annual<br>fee)(Transfer fee) | Re-certification<br>Fee |
|----------------|-------|-------------|---|-------------------------|
| ISO 9001:2015  | IAS   |             |   |                         |
| ISO 14001:2015 | IAS   |             |   |                         |
| ISO 45001:2018 | IAS   |             |   |                         |

MOU expiry date

1 / 20

Signature of CTKAO-expert



Signature of INSPECT

**Inspect**  
ULUSLARARAS DENETİM VE GÜZELTİM VE GÖZETİM VE TİC. LTD. ŞTİ  
Principali Matbaası: 38016 Nolu Sokak No: 7/2 Kat: No:1  
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