

AUDITOR AGREEMENT

This Auditor Agreement (the "Agreement") is effective as of _____ (the "Effective Date")

Between

Bureau Veritas Egypt	
<p>51 Hassan Aflaton Street, 6th & 7th Floor From Nozha Street Nasr City, Cairo + 202 24183020 + 202 24182998 + 202 24183016 Hereinafter referred to as "BVE"</p>	<p>An Individual duly existing under the laws of _____ Address: Phone: Email: Hereinafter referred to as "AUDITOR"</p>

CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, AS WELL AS ESTABLISHING THE RELATIONSHIP BETWEEN, THE PARTIES AGREE AS FOLLOWS:

1. **Grant:** BVE hereby grants to the AUDITOR and the AUDITOR accepts the right to carry out assessment work for BVE in respect of clients that BVE shall specify to the AUDITOR in writing.
2. **Duties of the AUDITOR:**
 - a. To read, understand and perform audits for BVE according to: (1) ISO/IEC 17065, (2) ISO 19011 and (3) BVE Audit Policies and Procedures.
 - b. To review BVE's audit procedures, audit templates and guidelines prior to each audit to ensure that revisions to the procedures and/or guidelines are noted and understood.
 - c. To use solely the audit documents approved by BVE.
 - d. To abide by the BVE Code of Ethics and all other BVE Auditor Advisories.
 - e. To not market any other service, such as consulting services, in such a fashion as to suggest or give the impression that the Auditors' affiliation with BVE would bring any business advantage to a potential client that would compromise the impartiality of the auditing process.
 - f. To not discuss or disclose any information to outside parties concerning the supplier company or BVE, other than in the performance of assigned activities as a representative of BVE.
 - g. Bring to the notice of BVE any vested interest including any prior or proposed employment or consulting involvement for any client for which BVE has requested the Auditor to work.
 - h. To not compete with BVE, in any manner by representing another –certification body to a client within three (3) years of representing BVE with that client.
 - i. That BVE does not take any responsibility and it cannot be held liable for any damages resulting from the infringement and/or misuse of the Auditee's confidential information by the AUDITOR.
3. **Duties of BVE :**
 - a. To notify the AUDITOR, prior to the audit, of the number of allowable audit days for compensation.
 - b. To inform the AUDITOR accordingly for the approved audit duration and agree upon the man day rate.
 - c. To compensate the AUDITOR at a mutually agreed upon rate and modality. Payment will only be due if and after services are rendered. Cancellation fees may apply for cancellations of confirmed visit dates.



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Auditor Agreement Form
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- d. When applicable, to reimburse the AUDITOR for reasonable travel expenses including air travel (at coach or less fare), car (if required), meals and lodging.
- e. To certify for the AUDITOR, for the purpose of re-certification, that the AUDITOR has performed the specified audits for BVE, the number of days and the type of audit.

- 4. Non-Exclusivity:** The AUDITOR understands that it doesn't have exclusivity over any territory and that BVE is free to assign other Auditors to conduct product conformity audits for BVE. BVE understands that it doesn't have an exclusivity agreement with the AUDITOR and that the AUDITOR is free to conduct competing audits for other organizations.
- 5. Ownership of Propriety Marks and Materials:** The AUDITOR acknowledges and agrees that BVE is the sole and exclusive owner of all right, title and interest in and to Proprietary Marks and the Materials, including, without limitation, any rights, title and interests relating to any intellectual property right, industrial property right or analogous right, including rights relating to copyright, trade-mark, patent, industrial design, trade secret or confidential information, databases, or know-how under the laws of any jurisdiction, and AUDITOR shall not make any claim to the contrary. AUDITOR shall not copy, modify, create derivative works, or otherwise use the audit documentation for any purpose other than in connection with the provision of the auditing services.

The Proprietary Marks are owned by and are a valuable property right of BVE. Any unauthorized use of the Proprietary Marks by AUDITOR shall constitute an infringement of the rights of BVE, shall cause BVE irreparable harm for which there is no adequate monetary remedy at law, and shall entitle BVE to injunctive relief with respect to such infringement. All use of the Proprietary Marks by AUDITOR and any goodwill established thereby shall inure to the exclusive benefit of BVE. This Agreement does not confer any goodwill or other interests in the Proprietary Marks upon AUDITOR other than the right to use the Proprietary Marks in compliance with this Agreement, and upon expiration or termination of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with AUDITOR's use of the Materials or the Proprietary Marks.

- 6. Confidential Information:** At all times, both during and after the term of this Agreement, both Parties must keep strictly confidential, not disclose to any third party, and use only for the purposes of this Agreement, all information relating to the Courses and to the affairs and business of the Other Party and its Partners, whether such information is disclosed to one of the Parties, or its Suppliers or otherwise obtained as a result of their association. The only exception to this clause is the disclosure of information by order of a court of competent jurisdiction.
- 7. Relationship between the parties:** The Parties agree and understand that they have no authority or power to bind or contract in the Other Party's name or to create any liability against the Other Party or its Partners in any way or for any purpose. The AUDITOR understands that it is an independent contractor with non-exclusive rights confirmed by this Agreement to carry out audit activities for BVE clients.
- 8. Entire Agreement:** This Agreement supersedes all other agreements between the parties, concerning this subject matter, written or verbal. This Agreement constitutes the sole agreement with respect to the subject matter and may be amended only in writing, by mutual consent, as evidenced by the signatures of the parties and notices sent to the concerned parties. The rights and obligations of each party in this Agreement are mandatory to be followed.
- 9. Termination:** This Agreement may be terminated immediately by either party for breach of any term or condition of this Agreement, or may be terminated by either party for any reason, with thirty (30) days written notice to the other party. *This contract may be re-negotiated with regards to part 3(b), compensation, upon written request from the AUDITOR and approval by the QA manager.*
- 10. Non-Disclosure:** Neither party shall publicly announce or disclose the terms or conditions of this Agreement, or advertise or release any articles or publicity regarding this Agreement without the prior written consent and approval of the other party, except as may be required by law. This provision shall survive the expiration, termination, or cancellation of this Agreement.

- 11. **Term:** Three (3) years, commencing on the Effective Date, unless terminated under the provisions of this agreement.
- 12. **Force Majeure:** Non-performance of either party (except for payment obligations) shall be excused to the extent that performance is rendered impossible by strike, fire, flood, act of God, government acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the nonperforming party.
- 13. **Waiver:** No waiver by any party, expressed or implied, of a default or breach of any term, covenant or condition of this Agreement will be deemed to be a waiver of any other or a subsequent default or breach. Failure of a party to declare any default or delay by any party in taking action with respect to a default will not constitute a waiver of such default.
- 14. **Severability:** In the event that any or any part of the terms, conditions or provisions contained in this Agreement are to be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 15. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Arabic Republic of Egypt.

IN WITNESS WHEREOF, THE UNDERSIGNED PARTIES, BY THEIR DULY AUTHORIZED REPRESENTATIVES BELOW, HAVE EXECUTED AND ENTERED INTO THIS AGREEMENT AS OF THE EFFECTIVE DATE FIRST WRITTEN ABOVE.

Bureau Vritas Egypt	AUDITOR
Signature: _____ Name: Title:	Signature: _____ Name: Title: