**Agreement**

The present agreement, together with the documents referred to in Article (3), which is an inseparable set, is entered into on 1st of May 2022, by and between the … on behalf of … as the director of the … (hereinafter referred to as the “*Company*”), on the one hand, and the … on behalf of …, as the …(hereinafter referred to as the "*Organization*") (collectively referred to as the **“***Parties***”**), On the other hand, it is concluded according to the terms and conditions stated in the documents of present agreement.

***ARTICLE 1 - SUBJECT OF THE AGREEMENT:***

The subject of the agreement is "Providing Technical-Specialized Consulting Services Regarding the Activities of The Russian Leading Material Organization in The Field of Nuclear Plants and Facilities", which is described in Annex 1.

***ARTICLE 2 – DESCRIPTION OF ACTIONS:***

According to the needs of the technical support of the *company* and based on receiving the job application from the *company*, the *organization* actively acts according to the following procedure:

*2-1) Services mentioned in Annex 2:*

2-1-1) Receiving a request for services from the *company*;

2-1-2) Review and send reports and work results for the *company*;

2-1-3) Sending the relevant invoice to the *company* to pay the service fee.

***ARTICLE 3 - DOCUMENTS:***

*3-1) The text of present agreement.*

3-2) Agenda, minutes, technical documents and other documents that are prepared and signed by the parties during the implementation of the agreement. The format of documents is adjusted according to the agreement of the parties.

3-3) Financial documents including invoices, invoices and other related documents.

3-4) Description of services and limits of duties of the attached *organization* No. "1".

3-5) Tariff is the criterion for operation of Annex No. 2.

***ARTICLE 4 - DURATION OF THE AGREEMENT:***

The term of the agreement is determined from XX/XX/XXXX for three years. The duration of the agreement can be extended with the agreement of the parties. ‌ New prices are agreed between the parties at the beginning of each year based on the documents of the actual increase of costs.

***Note 1:*** The duration of each agenda subject to the agreement is presented in the technical-financial proposal and after the agreement, it is announced during the agenda.

***ARTICLE 5 - OBLIGATIONS OF THE PARTIES***

*5-1) Obligations of the organization*

5-1-1) The *organization* is obliged to provide all the steps of the work to the *company* in the form of a report and according to the schedule after the completion of each part of the notification services.

5-1-2) The *organization* is obliged to organize and provide its technical support services based on the requirements and time needs of the *company* in the job application letter. These services must be provided at an agreed time.

5-1-3) The *organization* is committed to fulfill the obligations arising from this agreement by using the best methods and technical principles and based on specialized standards and has the necessary skills and accuracy.

5-1-4) The *organization* is obliged to introduce its representative to the *company* by mentioning the authorities. The representative of the *organization* cooperates with the *company* in order to create the necessary coordination and facilitate and expedite the work and exchange of information.

*5-2) Company obligations*

5-2-1) The *company* undertakes to provide the required standards, documents and technical data, in order to advance the objectives of the agreement, as the case may be.

5-2-2) The *company* is obliged to announce its opinion in writing to the *organization* in accordance with the service referral schedule after receiving any report and document.

5-2-3) The *company* is obliged to introduce its representative to the *organization* by mentioning the authorities. The representative of the *company* cooperates with the *organization* in order to create the necessary coordination and facilitate and expedite the work and exchange of information.

5-2-4) The *company* is obliged to obtain and provide the necessary permits for the movement of the introduced employees of the *organization* to its place, in order to perform the work.

***ARTICLE 6 - DISPUTE AND ARBITRATION***

Any disputes that may arise as a result of this agreement or the interpretation of its contents between the parties, if not resolved through negotiation or correspondence, in the opinion of the …, which is necessary for the parties. Implementation will be resolved.

***ARTICLE 7 - CHANGES AND AMENDMENTS***

The terms and conditions of this agreement can be changed and amended only through the agreement of the parties signed by the signatories.

***ARTICLE 8 - ADDRESSES***

*Company address:* …

*Organization address: ….*

***ARTICLE 9 - COPY OF THE AGREEMENT***

This agreement is regulated in 9 articles, 1 note and 2 copies and has been signed by the parties and all copies have the same validity and unity.

***SIGNATURE AND DATE***

The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

|  |  |
| --- | --- |
| Organization  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Company  Name:  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Annex No. 1**

**Description of services and limits of duties of the Russian Leading material Organization**

**1- The presence of two experts and experienced in the field of activities of Russian Leading material organization in Iran**

Due to the infancy of the Iranian Leading Material Organization, this organization needs to use the experiences of the Russian Leading Material Organization. In this regard, the presence of two experts and experienced in the field of activities of Russian materials in Iran is necessary to hold certification commissions for welders and inspectors of non-destructive testing, training and technical-expert advice.

**2- Training and Certification of Level III Non-Destructive Inspection According to Russian Standards;**

The Leading Material Organization has experts with ASNT Level I, II and ISO 9712 Level I, II certification for Non-Destructive Inspection. In order to establish the NDT Qualification and Certification Body, the Leading Material Organization needs to train personnel in level III Non-Destructive Inspection which includes Visual Inspection, Penetrant Liquid Inspection, Magnetic Particle Inspection, Ultrasonic Inspection, Radiographic Inspection, Eddy Current Inspection and Leak Test. It is also essential that these experts to be fully trained for each of the scopes of Non-Destructive Inspection according to Russian standards.

**3- Training and Certification According to NAKS Level IV;**

The Leading Material Organization has experts with a valid international certificate related to welding who have undergone special training in welding, as well as the necessary familiarity with Russian standards in the field of welding such as PNAE G-7-009-87 and PNAE G-7-003-87. In order to establish a Qualification and Certification Body for welders and welding engineers, the Leading Material Organization needs to train personnel in according to level IV, NAKS.

**4- Consulting and Technical-Engineering Services.**

Most of the design, construction and operation of facilities in Iran is based on American and European standards such as ASME, ASTM, NACE, ISO and the Institute of Standards and Industrial Research of Iran ISIRI, but majority of the activities of the Leading Material Organization concern Bushehr Nuclear Power Plant (BNPP), which is designed and constructed in accordance to Russian standards. Leading Material Organization needs Consulting and Technical-Engineering Services from the Leading Material Organization of Russia in such fields as preparing and compiling instructions during the design, construction and operation of a nuclear power plant and clarifies ambiguities and questions about the application of Russian standards in the field of material.

**Annex No. 2**

New prices are agreed between the parties at the beginning of each solar year based on the actual cost increase documents.

|  |  |  |  |
| --- | --- | --- | --- |
| **Man/Hour** | **Base Price** | **Title of Activities** | **No.** |
|  |  | The presence of two experts and experienced in the field of activities of Russian Leading material organization in Iran | 1 |
|  |  | Training and Certification of Level III Non-Destructive Inspection According to Russian Standards | 2 |
|  |  | Training and Certification According to NAKS Level IV | 3 |
|  |  | Consulting and Technical-Engineering Services | 4 |