ISO 20252/26362
SAMPLE CERTIFICATION AGREEMENT

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<th>APPLICANT INFORMATION</th>
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<td>Applicant Name:</td>
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<td>Contact Name:</td>
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<td>Title:</td>
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<td>Agreement Effective Date:</td>
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<th>ISO STANDARDS FOR CERTIFICATION</th>
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<td>ISO 20252</td>
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<tr>
<th>AUDIT INFORMATION</th>
<th>(Scheduled Audit Locations and Dates)</th>
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This Certification Agreement (the “Agreement”) is effective as of the Contract Effective Date (defined on the cover page), by and between the CASRO Institute for Research Quality, LLC (“CIRQ”), a Delaware limited liability company, with an address at 170 North Country Road, Suite 4, Port Jefferson, New York 11777, USA, and Applicant, with the address set forth on the cover page hereto.

WHEREAS, CIRQ is a certifying organization, conforming to the requirements for bodies operating certification product and service systems (Guide 65) of the International Standards Organization (“ISO”), for ISO Standards 20252 (market, opinion and social research) and 26362 (access panels) (the “Standards”);

WHEREAS, Applicant desires to receive certification in one or both of the Standards and desires to retain CIRQ to provide auditing and certification services (the “Services”) to Applicant; and

WHEREAS, CIRQ desires to provide the Services subject to the following terms and conditions:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Certification Process

A. When the Lead Auditor is satisfied that Applicant’s quality system documentation and implementation meet the requirements of the applicable Standard, a recommendation will be made by the Lead Auditor to issue a Certificate of Compliance (a “Certificate”). On approval by the Certification Director of CIRQ, a Certificate (or Certificates if multiple locations involved) will be issued with respect to the applicable Standard, and the certification register (the “Register”) on the CIRQ website will be updated with Applicant’s name and the details of the scope of Applicant’s certification.

B. Certification is valid for three years subject to ongoing surveillance audits, which occur in approximately twelve (12) month intervals, subject to scheduling. CIRQ will advise Applicant of any change to the surveillance audit schedule.

C. Prior to the expiration of certification, CIRQ will perform a re-certification audit of Applicant’s total quality system. A successful reassessment will result in renewal of Applicant’s Certificate for an additional three-year term. Where the re-certification audit cannot be conducted or completed prior to the expiration of the Applicant’s Certificate, a reasonable extension will be granted until it can be successfully completed.

D. Applicant has the right to reduce or expand its certification, either in terms of scope or in terms of number of ISO standards to which the Applicant chooses to certify. Any requests
to do so must be made in writing to CIRQ. CIRQ has the right to schedule an audit prior to the next previously scheduled audit to confirm such changes if it deems it to be necessary.

E. Applicant acknowledges that the requirements for certification are determined by the ISO and may be changed at any time in the ISO's sole discretion.

2. Suspension or Withdrawal of Certification

A. CIRQ reserves the right to suspend or withdraw certification at any time. Certification may be suspended should Applicant:

- Fail to complete corrective actions within an agreed timeframe;
- Misuse the Certification Marks (as defined herein);
- Commit any breach under this Agreement, including the failure to pay any amounts due CIRQ in a timely manner; or
- Bring CIRQ into disrepute in any way.

CIRQ will assist Applicant to take appropriate remedial action following suspension of certification, but in the event that Applicant fails to take remedial actions within a reasonable amount of time, CIRQ may withdraw certification. Applicant may also request withdrawal of certification at any time.

B. Where withdrawal of certification occurs, CIRQ will update its Register to reflect such withdrawal. Upon withdrawal of certification, Applicant shall immediately return to CIRQ the Certificate(s) and discontinue the use of the Certification Mark in any way.


Applicants may appeal any application or certification-related decision, or submit a complaint regarding the staff of CIRQ or its activities related to the auditing or certification process. In addition, companies and individuals may file complaints to CIRQ regarding certified companies. All complaints and appeals shall be handled in accordance with the procedures set forth in the CIRQ Quality Manual. All certification decisions made by CIRQ shall be at its sole discretion.

4. Fees.

A. Applicant shall pay all fees and charges described on the most recent Estimated Cost Quotation (Exhibit A) to achieve Applicant’s initial certification, and all fees and charges for subsequent surveillance and re-certification audits and management fees at CIRQ’s standard rates then in effect. CIRQ reserves the right to adjust its standard fee schedule upon 90 days prior written notice to Applicant. The applicable fees may include an application fee, pre-assessment fee, audit fee, travel time fee, report writing fee, certification fee and annual management fee. It is expected that application and pre-assessment fees will have been paid by Applicant prior to the execution of this Agreement. All fees and charges are non-refundable.
B. Audit fees for the initial certification audit as well as any surveillance or re-certification audits are based on the number of auditor days required to complete the audit. The Fee Proposal only provides an estimate of the number of auditor days that will be required, and CIRQ makes no representation regarding the accuracy of such estimate. In the event that CIRQ determines that a greater number of auditor days are required, prompt notice will be provided to Applicant.

C. Applicant shall only incur certificate fees in the event that CIRQ issues a Certificate to Applicant.

D. CIRQ will charge management fees annually on the anniversary of the Contract Effective Date; provided, however, that management fees will only be charged in the event that Applicant continues to pursue or maintain certification from CIRQ.

E. Applicant shall pay fees incurred in connection with the initial audit, including the audit fee, travel time fee and report writing fee, as follows:

- 50% upon execution of this Agreement; and
- 50% within 14 days of completion of the audit report and delivery of the report to Applicant.

Applicant shall pay all fees incurred for subsequent surveillance or re-certification audits on similar terms: 50% upon scheduling and 50% within 14 days of completion and delivery of the audit report. The final invoice for each audit will also include auditor travel expenses.

Certification fees will be due within 14 days of receipt of certification. Management fees will be due annually within 14 days of receipt of invoice.

F. For late payments, interest will be charged on the outstanding balance at the rate of 1% per month or the maximum interest rate allowed by law, whichever is less.

G. Should Applicant postpone or cancel an arranged Audit, Applicant shall pay all unavoidable expenses of CIRQ and for any completed audit days.

H. Any taxes on the Services, other than taxes on the income of CIRQ, shall be the responsibility of Applicant.

5. **Term and Termination**

This Agreement shall commence on the Contract Effective Date and continue for so long as Applicant pursues or maintains certification from CIRQ to one or both of the Standards.

6. **Responsibilities**
A. Applicant hereby represents and warrants that all documents and information supplied to CIRQ for the purposes of this Agreement and/or certification, including, without limitation, the Application, Self-Assessment and Applicant’s quality system documentation, are complete and accurate in all material respects and do not omit any material fact. Applicant also covenants to notify CIRQ in writing of any conditions, which would or could negatively affect CIRQ’s decision to issue or maintain Applicant’s certification (such as major customer complaints). CIRQ shall also be given access to all material in relation to such negative conditions.

B. Applicant hereby warrants and covenants to CIRQ that Applicant will at all times during the term of this Agreement comply with all reasonable requirements necessary for the issuance and maintenance of the Certificate, including without limitation, all statutes, rules, regulations issued by any government authority; all recommendations, codes or similar matters issued by the ISO; or such other reasonable requirements as are necessary to enable Certification to be issued and maintained.

C. Applicant shall provide CIRQ with all documents, information and facilities as necessary to enable CIRQ to provide the Services. CIRQ shall provide document reviews, audits and certification (assuming the conditions are met) in accordance with CIRQ’s procedures. CIRQ reserves the right to modify such procedures at any time upon reasonable notice.

D. CIRQ shall not be liable in any respect should CIRQ be prevented from discharging such obligations as a result of any matter beyond CIRQ’s control, which could not be reasonably foreseen.

E. Applicant must notify CIRQ in advance to discuss the consequences of any changes to its certified quality system, a move, restructure, or change in ownership, a new product line or change to any process that affects the scope of certification. If the change occurs after certification has been granted, it may be necessary to modify the assessment schedule and/or to change the scope of certification.

F. Applicant must establish and maintain procedures for notifying its clients of any goods or services that are provided or produced outside the scope of certification registered in the name of CIRQ.

7. Confidentiality and Intellectual Property Ownership

A. All information and documentation obtained from or provided by Applicant during the audit and certification process (“Applicant Confidential Information”) shall be treated by CIRQ, and its employees and agents, as confidential and shall not be disclosed to any third party without the Applicant’s written consent. Unless authorized by Applicant in writing, details of applications for certification are treated as confidential; provided, however, that Applicant agrees that upon certification CIRQ will make the scope of certification public.

B. Any information or documentation obtained from or provided by CIRQ that is designated as “confidential” by CIRQ or which Applicant should reasonably understand to be confidential
C. The receiving party may disclose Confidential Information to its employees and/or agents solely on a “need-to-know” basis in connection with the purposes of this Agreement; provided, however, that such employees and agents have entered into written agreements with obligations of confidentiality no less protective than the provisions of this Agreement. Confidential Information that is publicly known or becomes publicly known shall not constitute Confidential Information. The receiving party shall be permitted to disclose Confidential Information pursuant to statutory or governmental regulations or requirements and/or subpoenas or other legal process; provided that the receiving party provides the disclosing party with prior written notice, to the extent permitted by applicable law; and provided that the receiving party reasonably cooperates with the disclosing party in its attempts to seek a protective order or otherwise to limit or restrict disclosure of the Confidential Information. In the event that the disclosing party is unable to obtain a protective order or to otherwise limit or restrict disclosure of its Confidential Information, the receiving party shall be permitted to disclose the disclosing party’s Confidential Information, but only to the extent legally required.

D. Upon certification, the fact that Applicant achieved certification and the scope of its certification will be included in the Register located on the CIRQ internet site. If Applicant is unsuccessful in its application for certification, the fact of such attempt will not be made available by CIRQ.

E. Upon termination or expiration of this Agreement, Applicant acknowledges that CIRQ may retain any and all information received from Applicant, including Applicant Confidential Information, for its official records. All such Confidential Information retained by CIRQ shall be kept and maintained as Confidential Information in accordance with this Section.

F. The parties acknowledge and agree that in the event of a breach or an anticipated breach of this Section, the non-breaching party will suffer irreparable injury and damage, without an adequate remedy at law. Accordingly, the parties agree that in the event of a breach or an anticipated breach of this Section the non-breaching party shall be entitled, in addition to any and all other rights and remedies at law and/or in equity, to specific performance and injunctive relief (both temporary and permanent) without the posting of a bond and without objection from the party in breach of this Section.

G. The parties acknowledge and agree that the receiving party is not granted and shall not receive any right, title, and interest in and/or to any of the disclosing party’s Confidential Information and no such right, title or interest shall be inferred or implied.

8. Limitation of Liability and Indemnification
A. The issuance of a Certificate or the license of any Certification Marks for use by Applicant by CIRQ in no way suggests or implies that any certified activity, process, product or service is endorsed by CIRQ.

B. CIRQ makes, and Applicant receives, no representation or warranties of any kind, express, implied or statutory, relating to or arising in any way out of any certification examination, any CIRQ certification program, or this Agreement. CIRQ specifically disclaims any implied warranty of merchantability, fitness for a particular purpose and non-infringement of any third party rights. Applicant acknowledges and agrees that CIRQ has made no representation, warranty, or guarantee as to the benefits, if any, to be received by Applicant from third parties as a result of receiving certification.

C. In no event shall either party be liable for indirect, consequential or incidental damages (including damages for loss of profits, revenue, data or use) arising out of this Agreement, any CIRQ certification program, or incurred by any party, whether in contract or tort, even if it has been advised of the possibility of such damages.

D. CIRQ’s liability for damages relating to any certification assessment, any CIRQ certification program, or this Agreement shall in no event exceed the amount of charges and fees actually paid to CIRQ by Applicant, except in the event of willful misconduct or gross negligence by CIRQ.

E. Applicant agrees to indemnify and hold harmless CIRQ and its officers, agents, employees and subcontractors against all claims against them for damages caused by (i) the services provided by CIRQ under this Agreement except to the extent such claims are caused by CIRQ’s negligence; (ii) the use or misuse by Applicant of any Certificate or Certification Mark provided by CIRQ in accordance with this Agreement; or (iii) any breach of this Agreement.

9. Use of Certification Mark

Subject to the terms of this Agreement, CIRQ grants to Applicant a non-exclusive and non-transferable license to use the Certification Mark relating to the certifications that Applicant has earned, copies of such Certification Mark are included hereto as Exhibit B (the “Certification Mark”), in accordance with the guidelines set forth on Exhibit C. Applicant may not use any Certification Mark until CIRQ has notified Applicant in writing that Applicant has achieved a Certificate in accordance with the applicable Standard(s).

10. Assignment

Neither party shall, without the written consent of the other party hereto, assign or transfer this Agreement or any of its rights or obligations hereunder; provided, however, that CIRQ shall have the right to assign all or any part of its rights or obligations to a wholly-owned or majority-owned subsidiary or to a successor in interest of CIRQ whether by merger, consolidation, sale of all or substantially all assets or otherwise. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.
11. **Miscellaneous**

A. CIRQ auditors shall observe safety, security and other lawful instruction when on Applicant’s premises.

B. Any notice to be given hereunder shall be in writing and delivered personally or sent by facsimile transmission (provided a copy is contemporaneously sent by regular mail, registered or certified mail, postage prepaid, or overnight courier service, to the address or facsimile number set forth above, or such other address or facsimile number as either party may designate in accordance with this section. Notices shall be deemed received at the earlier of actual receipt, three business days following mailing, one business day after facsimile transmission (provided automatic confirmation of transmission is received by the sender) or one business day after deposit with an overnight courier service.

C. Any waiver of the provisions of this Agreement or of a party’s rights or remedies under this Agreement must be in writing to be effective. Any waiver in a particular instance shall not constitute a waiver of the same or different rights or breaches in any other instance. Failure, neglect or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed and will not be deemed to be a waiver of such party’s rights under this Agreement and will not prejudice such party’s right to take subsequent action. Except as otherwise provided herein relating to exclusive remedies in certain situations, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

D. If and to the extent that the performance by CIRQ pursuant to this Agreement is prevented, hindered, or delayed directly by any natural disaster, catastrophic weather event, terrorism, war, riot, biohazard or other similar event beyond the reasonable control of CIRQ (each, a “Force Majeure Event”), and such non-performance, hindrance or delay could not have been prevented by CIRQ through the use of reasonable precautions, then CIRQ shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues and CIRQ continues to use reasonable efforts to recommence performance whenever and to whatever extent reasonably possible without delay. CIRQ shall immediately notify Applicant of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. Notwithstanding the foregoing, if the Force Majeure Event continues to prevent, hinder, or delay performance by CIRQ beyond 60 days, Applicant may terminate this Agreement immediately upon notice to the other party; provided, however, that all fees and expenses incurred by CIRQ up to and including the date of termination shall be payable by Applicant.

E. This Agreement (including any exhibits, schedules or statements of work attached hereto) sets forth the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject
matter. Notwithstanding the foregoing, Applicant acknowledges and agrees that rules and regulations governing the granting and maintenance of certification, such as those contained in the CIRQ Quality Manual, as well as the applicable ISO documentation regarding the Standards, may apply. This Agreement may only be amended by a writing signed by both parties.

F. This Agreement will be interpreted and construed in accordance with the laws of the State of New York, without giving effect to conflicts of law principles. The parties hereby consent to the exclusive jurisdiction of federal and state courts sitting in the State of New York in any action or claim arising out of, under or in connection with this Agreement.

G. The provisions of Sections 4, 6D, 7, 8, 9 and 11B-11F shall survive the expiration or earlier termination of this Agreement.
IN WITNESS WHEREOF, the parties have executed this Certification Agreement effective as of the Effective Date.

CASRO Institute for Research Quality, LLC

By: ________________________________
Name: ______________________________
Title: ______________________________
Its: ________________________________

Applicant: ____________________________

By: ________________________________
Name: ______________________________
Title: ______________________________
Its: ________________________________

CASRO Institute for Research Quality
170 North Country Road, Suite 4
Port Jefferson, NY 11777
Exhibit B

Certification Mark

CIRQ Certification Mark (for use by certified companies according to the Terms in Exhibit C):
Terms of Use for CIRQ Certification Mark

The CASRO Institute for Research Quality, INC. ("CIRQ") has established these Terms of Use to allow for the use of the CIRQ Certification Mark in a professional and legal manner by CIRQ-certified companies in their written and electronic literature and advertising. These Terms define the limitations of use by ISO 20252 and/or ISO 26362 (the “Standards”) certified companies of the CIRQ Certification Mark; and will be administered by the CIRQ Director(s) and Advisory Committee. These terms cover the use of the CIRQ Certification Mark only. The CIRQ logo is a separate and distinct graphic and is restricted to CIRQ use only.

1. Only companies who have achieved a successful audit to one or both of the Standards and have received a Certificate of Compliance from CIRQ are permitted to use the CIRQ Certification Mark.

2. The CIRQ Certification Mark will be delivered to the certified company electronically in both a gif format for website use and a jpeg format for print use. Other formats will be made available as needed. Guidelines for size and color usage will be delivered with the certification mark.

3. Certification approval and use of the Certification Mark is limited to the scope of audit determined by CIRQ and detailed on the Certificate of Compliance. Companies who have achieved certification will use the Certification Mark only in such a way so as not to create confusion between matters referred to in the scope of certification and other matters.

4. Divisions, parents, subsidiaries, sister companies and other affiliated companies are not permitted to use the CIRQ Certification Mark unless they have individually received certification by CIRQ to one or both of the Standards.

5. Companies that have achieved certification but are not Council of American Survey Research Organizations ("CASRO") members may only use the CIRQ Certification Mark and are not entitled to use the separate and distinct CASRO logo in their materials.

6. The use of CIRQ’s name and/or the Certification Mark and/or the use of the CASRO name and/or logo are not an endorsement of the survey research firms that use any such name, certification mark, or logo. The CIRQ name and Certification Mark and the CASRO name and logo may not be used in any way suggesting product approval. The Certification Mark applies only to certification of the company’s project management system according to the scope.

7. The use of the CIRQ Certification Mark following initial certification is subject to annual review based on the successful result of subsequent annual surveillance audits or the re-certification audit.

8. CIRQ reserves the right to suspend or withdraw a company’s certification under one or both of the Standards and its use of the CIRQ Certification Mark based on failure to comply with the relevant Standard/s as determined by the outcome of a CIRQ audit, violation of conformance to the standard, or misuse of the Certification Mark.

9. These Terms of Use are subject to review and revision, the continued use of the Certification Mark after any such revision will be subject to such revised Terms of Use.

10. The CIRQ name and Certification Mark are trademarks of CIRQ. We reserve the right to require that you remove them from your site and discontinue use of them should it be determined there is a breach of any conditions laid out in these Terms.
11. CIRQ recommends the following language for use in promotional materials in relation to a company's CIRQ certification: [Insert company name] is committed to industry quality and maintains certification to [insert applicable standard(s)] (ISO 20252 the International Standard for Market, Opinion and Survey Research and/or ISO 26362 the International Standard for Access Panels in Market, Opinion and Survey Research). This certification covers [insert scope of certification].