

PRODUCT CERTIFICATION AGREEMENT

This PRODUCT CERTIFICATION AGREEMENT (the “Agreement”), dated as of [DATE] (the “Effective Date”), is entered into by and between CLASP (“CLASP”) and [CLIENT COMPANY NAME] (“Client”).

BACKGROUND

WHEREAS, CLASP serves as operator and manager of the VeraSol Quality Assurance Program (as defined below), which sets forth certain minimum standards for off-grid solar lighting products and energy systems;

WHEREAS, Client has developed a Product(s) (as defined below) which Client desires to test to determine if such Product(s) meet(s) the Quality Standards (as defined below) to obtain quality certification from VeraSol;

WHEREAS, CLASP has engaged the Testing Laboratory (as defined below) to perform Product testing services relating to the VeraSol quality verification services on behalf of CLASP;

WHEREAS, Client has separately engaged the Testing Laboratory (as defined below) to perform Product testing services; and

WHEREAS, Client desires to submit its Product(s) for testing by the Testing Laboratory in connection with the VeraSol quality verification services.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Article 1. Definitions.

1.1. “CLASP” is an international and impartial nonprofit organization (501c3), first established in 1999 to mitigate the growing energy demand from the use of appliances, lighting, and equipment in the developing world. For the purposes of this agreement CLASP includes its affiliated entities, partners, contractors, and programs, including, but not limited to, VeraSol.

1.2. “VeraSol” means, with respect to Quality Assurance, the quality verification of pico-PV products and SHS kits to the current version of the Quality Standards, which were adopted from the Lighting Global Quality Standards.

1.3. “GOGLA” means the Global Off-Grid Lighting Association.

1.4. “Verasol Quality Assurance Program” means the solar product quality assurance work that CLASP manages in collaboration with the Schatz Energy Research Center (Schatz Center) at Humboldt State University to support the growing global market for modern off-grid energy solutions.

1.5. “VeraSol Policies” means: (i) the Quality Standards and Policies of the VeraSol Assurance Program. The current version of the Standards are located at <<https://verasol.org/solutions/quality-standards>> Furthermore, the policies which are located at <<https://verasol.org/solutions/certification>> and including, without limitation, the Product Sampling Policy, the Certification Program Rules, the Performance Reporting Policy, the Market Check Testing Policy, and the Communications and Branding Guidelines; and (ii) such other policies as CLASP may implement from time-to-time with respect to the VeraSol Quality Assurance Program, as such policies may be amended or modified from time-to-time by CLASP in its sole discretion.

1.6. “VeraSol Website” means the website owned by CLASP, located at <www.verasol.org>.

1.7. “Losses” means any claims, threatened claims, damages, losses, liabilities, penalties, fees, or costs or judgments of any kind.

1.8. “Market Check Testing” means verification that the quality and performance of products sold in the market match the criteria measured during VeraSol Quality Assurance Program entry testing conducted pursuant to this Agreement.

1.9. “Product” means the off-grid solar lighting product or energy system submitted by Client for testing by the Testing Laboratory in connection with the VeraSol Quality Assurance Program, as further described in Exhibit A.

1.10. “Product Documentation” means, with respect to any Product, such Product’s Test Report, Verification Letter, and Standardized Specification Sheet.

1.11. “Quality Standards” means the specifications and standards for a Product’s acceptance into the VeraSol Quality Assurance Program. The version of the Quality Standards that is current at the time the Testing Process commences shall be the version applicable to the Product.

1.12. “Sales Data” means, with respect to a Product, information describing the sales distribution channel of such Product. This includes: (i) number of units of such Product sold directly by the Client or distributor on behalf of Client during a particular Reporting Period, and (ii) the contact information of all distributors that sell or will sell such Product.

1.13. “Standardized Specification Sheet” means a document generated by CLASP for each Product found to meet the Quality Standards that summarizes the Product’s features and Test Results in a standardized format and shall be made publically available on the VeraSol Website.

1.14. “Test Report” means a test report to be prepared by the Testing Laboratory describing the results of the Testing Process with respect to a Product, which shall include data and information relating to the testing of such Product.

1.15. “Testing Laboratory” means the facility selected by Client from the list of approved testing laboratories in Exhibit B approved to conduct the Testing Process specified in Exhibit C.

1.16. “VeraSol Certificate” means a document generated by CLASP for each Product found to meet the Quality Standards that shall be made publically available on the VeraSol Website and serves as proof that the applicable Product meets the applicable Quality Standards. However, the VeraSol Certificate does not reflect consideration regarding product safety, nor it constitutes a warranty that the product will perform in certain ways. See Article 7.3 (Certification Disclaimer)

Article 2. Product Testing Process.

2.1. CLASP Obligations. In connection with the testing of the Products by the Testing Laboratory, CLASP shall provide various testing coordination services as mutually agreed upon by the parties (collectively, the “Coordination Services”). Such Coordination Services may include:

- (a) development of the Testing Process (as defined below) for each Product;
 - (b) coordination of Product sampling (if required);
 - (c) review of test results (including summary cover letter);
 - (d) generation of Standardized Specification Sheets and Verification Letters;
- and
- (e) the placement of the Product(s) on the VeraSol Website (if applicable).

2.2. Product Testing. All Product testing will be guided by the testing process and procedures described in Exhibit C attached hereto (the “Testing Process”), including the applicable VeraSol Policies.

2.3. Client Obligations. Unless otherwise specified in Exhibit C, Client is solely responsible for the submission of Product samples to the Testing Laboratory in connection with the Testing Process, including ensuring the accuracy and completeness of any Product samples provided to the Testing Laboratory, subject to the processes and procedures outlined in the applicable VeraSol Policies, including, without limitation and as applicable, minimum stock requirements as set forth in the Product Sampling Policy.

2.4. Re-Testing. In the event that Client receives a Test Report and is dissatisfied with the results or conclusions contained within such Test Report, Client may request that the applicable Product(s) be re-tested using the Testing Process. CLASP may, in its sole discretion, and subject to testing availability, grant such re-test, provided that in the event any such re-test is allowed by CLASP: (i) Client must re-pay the program fee described in Section 5.1 for such Product that is re-tested; and (ii) Client shall remain solely responsible for any fees or expenses payable to the Testing Laboratory relating to such re-testing. Re-testing following receipt of Test Reports resulting from Market Check Testing or renewal testing shall be governed by the terms of applicable VeraSol Policies, including, without limitation and as applicable, the Market Check Testing Policy and the Policy for Renewing Test Results.

2.5. Refusal of Testing. CLASP reserves the right to refuse any Product for testing in accordance with the VeraSol Quality Assurance Program for any reason or no reason, including

those listed in the CLASP Product Testing Policy and Intellectual Property Policy. Client is responsible for reviewing and complying with the CLASP Product Testing Policy and the Certification Program Rules, hereby incorporated into this Agreement by reference and located at <https://verasol.org/publications/verasol-certification-program-rules-and-procedures>. Client shall have the right to grieve and appeal CLASP's decisions, as per Appeal Rights provision in Article 4.3

2.6. **Conflict of Interest.** The Client represents, warrants and covenants that as of the Effective Date and at all times during the time period in which any Product is being tested using the Testing Process, there shall be no conflicts of interest between the Client, including any of its employees, officers, directors, agents or consultants (collectively, "Representatives"), and the Testing Laboratory, including any of its Representatives. For the purposes of this Agreement, a conflict of interest will be deemed to exist if a person who has a personal or financial interest in the Client or any of its Representatives also has a personal or financial interest in the Laboratory or any of its Representatives. Should any such conflict of interest arise, Client shall immediately notify CLASP of such conflict and CLASP may, in its sole discretion, stop the Testing Process and terminate this Agreement upon thirty (30) days' notice to Client.

Article 3. Test Results.

3.1. **Test Report.** Upon completion of the Testing Process for each Product, the Client will authorize and the Testing Laboratory shall provide a Test Report to CLASP. CLASP shall review the Test Report and work with the Testing Laboratory to revise it, if necessary, to ensure that it is an accurate and comprehensive record of the tests conducted by Testing Laboratory with respect to the applicable Product. CLASP shall provide the final Test Report to Client.

3.2. Use of Test Results and Product Documentation.

(a) *CLASP Use of Product Documentation.* Test Reports are documents developed by Test Labs at the instruction of Client and provided to CLASP within the framework of this certification agreement. CLASP acknowledges that, subject to the terms and conditions set forth herein, all Test Reports shall be deemed to be Confidential Information regarding the Client and its submitted product. Notwithstanding the forgoing, CLASP and Client acknowledge that the determination of whether such Product(s) meet(s) the Quality Standards is public and is not considered Confidential Information. Client hereby grants CLASP: (i) a royalty-free, fully paid-up, non-exclusive license to use the Test Reports (including all data and information contained therein) in connection with CLASP's provision of the Coordination Services, including to verify whether the applicable Product(s) have met the Quality Standards; and (ii) a perpetual, irrevocable, non-exclusive, royalty-free, fully-paid up, transferable, sublicensable license to use the Test Reports (including all data and information contained therein) on an anonymized and aggregated basis for all business or internal purposes. VeraSol is a donor-funded program and CLASP may share and disclose information relating to Product testing with those VeraSol program funders that need up-to-date product information to operate their programs.

(b) *Client Use of Product Documentation.* Client shall have the right to use or disclose the Product Documentation for any and all purposes, provided that such Product Documentation has not expired or otherwise been invalidated in accordance with Section 3.3 and

provided further that: (i) Client may not alter or modify any Product Documentation from its original form or content, including modification or manipulation of any data or information contained within such Product Documentation; (ii) any display or disclosure of any Test Report, Verification Letter, or Standardized Specification Sheet shall include the entirety of such document, without any portions of such document removed, redacted or obfuscated; and (iii) if any individual test results from any Product Documentation are disclosed or distributed with reference to either the Testing Laboratory or the VeraSol Quality Assurance Program, or any other aspects of the Testing Process, such test results must be reported clearly and accurately and must be based on the average of all test sample results. Upon expiration or invalidation of Product Documentation in accordance with Section 3.3, Client may not use the Product Documentation for any purpose and may not otherwise claim or publicize its participation in the VeraSol Quality Assurance Program, except as otherwise set forth in the Policy for Renewing Test Results.

3.3. Validity of Product Documentation. All Product Documentation shall be deemed to be valid for a period of two (2) years from the date the Test Report is delivered to Client (the “Certification Term”), provided, however, that Product Documentation may be invalidated at an earlier date if the applicable Product is subject to material design or manufacturing changes or modifications. Client shall inform CLASP as soon as reasonably practicable of any material design or manufacturing changes or modifications to a Product that has been the subject of a Test Report to allow CLASP to determine an appropriate course of action. CLASP may revoke the status of Products that have previously been accepted into the VeraSol Quality Assurance Program in its sole discretion, for any reason, including but not limited to: (i) if it is determined that a Product no longer meets the Quality Standards (including, without limitation, via Market Check Testing in accordance with the Market Check Testing Policy); (ii) if it is determined (or reasonably suspected) that a Product violates the intellectual property rights of any third party; (iii) if it is determined that there has been any fraud or misconduct on the part of Client with respect to the testing of any such Product; (iv) if Client misuses Product Documentation in violation of Section 3.2(b); or (v) if Client fails to provide Sales Data to CLASP as required by Section 4.2 below. Client shall have the right to grieve and appeal CLASP’s decisions, as per Appeal Rights provision in Article 4.3

Article 4. Operation of VeraSol Quality Assurance Program.

4.1. VeraSol Quality Assurance Program Policies. The determination as to whether any Product meets the requirements of the VeraSol Quality Assurance Program shall be in the sole discretion of CLASP, and acceptance of a Product into the VeraSol Quality Assurance Program may be subject to such additional terms and conditions as CLASP may implement from time-to-time. For the avoidance of doubt, regardless of whether a Product meets the Quality Standards as evidenced by a Test Report, CLASP is not required to accept any such Product into the VeraSol Quality Assurance Program, and CLASP reserves the right to consider any other factors it deems appropriate in making such determination.

In addition to the terms and conditions of this Agreement, obtaining quality certification from VeraSol (and the related use of any trademarks related to the VeraSol Quality Assurance Program by Client or any references to VeraSol in any of Client’s marketing or advertising materials) shall also be subject to the terms and conditions stated in the VeraSol Policies found on the VeraSol

Website at <<https://verasol.org/solutions/certification>> The VeraSol Policies are hereby incorporated into this Agreement by reference.

4.2. Information Sharing. Client acknowledges that CLASP is managing the VeraSol Quality Assurance Program in collaboration with Schatz Energy Research Center (Schatz Center) at Humboldt State University, and that CLASP has the right to share information relating to Product testing with Schatz staff and other CLASP consultants as necessary to operate the VeraSol Quality Assurance Program. In addition, if and to the extent a Product receives is accepted into the VeraSol Quality Assurance Program, Client shall provide Sales Data with respect to such Product to CLASP covering the duration of the Certification Term. Sales Data are due within 20 business days after the last day of each June for the January-June Reporting Period and within 20 business days after the last day of December for the July-December Reporting Period, except that there is no obligation to provide Sales Data for periods outside of the Certification Term. Client hereby agrees to either: (i) provide Sales Data directly to CLASP; and (ii) grant GOGLA the right to share relevant Sales Data with respect to such Product with CLASP. CLASP will request Sales Data from the Client and from GOGLA. CLASP shall use such Sales Data solely for the purposes of CLASP's management of the VeraSol Quality Assurance Program, including, as applicable, in determining which Products to select for Market Check Testing and for refining program strategy.

4.3 Appeal Rights. Please refer to the VeraSol Certification Program Rules and Procedures, under Reservation of Rights and Appeal Process. This rules are incorporate herein by reference and found on the VeraSol Website at <<https://verasol.org/publications/verasol-certification-program-rules-and-procedures>>The VeraSol Certification Program Rules are subject to change at CLASP's discretion without notice.

Article 5. Fees and Expenses.

5.1. Program Fee. In consideration for the Coordination Services, Client shall pay CLASP a Quality Verification services fee (the "Program Fee") specified in Exhibit E. The Program Fee is due upon the Effective Date. To the extent Client desires additional Coordination Services other than those provided by CLASP in the ordinary course of business, CLASP may, in its sole discretion, elect to provide such additional Coordination Services, subject to agreement between CLASP and Client regarding any additional fees to be paid by Client for such additional Coordination Services.

5.2. Testing Costs and Expenses. Client is solely responsible for all fees, costs and other expenses associated with the testing of any Products by the Testing Laboratory, including, without limitation, all costs relating to:

- (a) transportation or shipment of Product samples to the Testing Laboratory;
- (b) any fees charged by the applicable Testing Laboratory for the testing services; and
- (c) any other fees, costs or expenses necessary to complete testing of the Products other than costs incurred by CLASP in connection with the Coordination Services.

Any fees payable by Client to the Testing Laboratory will be separately invoiced to Client by the Testing Laboratory and will be subject to such additional terms and conditions agreed upon between Client and the Testing Laboratory.

5.3. Taxes. Client will pay or reimburse CLASP for all sales, use, transfer, privilege, excise, value added, goods and services, application, permit or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby excluding, however, income taxes on the net income of CLASP.

5.4. Wire Transfers. Client shall pay CLASP a fee of [\$50] (the “Bank Fee”) per payment to be made by Client to CLASP under this Agreement. All payments shall be made in US dollars by wire transfer from Client to CLASP. The CLASP bank account details are provided in the program invoice No [INVOICE # TO BE DETERMINED UPON APPROVAL OF DRAFT AGREEMENT]

Article 6. Confidentiality.

6.1. Confidentiality. Each Party (the “Receiving Party”) may be granted access to or provided with Confidential Information of the other Party (the “Disclosing Party”) during the term of this Agreement. Subject to Section 6.3, and except as provided for in Article 4, each Receiving Party shall maintain in strict confidence all Confidential Information of the Disclosing Party and shall not disclose such Confidential Information to any third party. Confidential Information of the Disclosing Party shall only be used by the Receiving Party in order to perform its obligations or exercise its rights under this Agreement. Access to a Disclosing Party’s Confidential Information shall be limited to the Receiving Party’s and its affiliates’ employees and contractors on a “need to know” basis, and the Receiving Party shall inform such employees and contractors of these confidentiality obligations and shall be responsible for any breach of these confidentiality obligations by such employee or contractor. Each Receiving Party agrees to protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information. “Confidential Information” means information relating to a party, its business or assets or that of any of its customers, affiliates, subcontractors or other persons that is not generally known to the public, whether of a technical, business or other nature, that is disclosed by the Disclosing Party to the Receiving Party which is in documentary or other tangible form, or disclosed orally. Confidential Information shall not include any information that the Receiving Party can demonstrate: (i) is or becomes publicly available through publication, inspection of commercially available product or otherwise without breach of this Agreement; (ii) was known to the Receiving Party at the time of its receipt from the Disclosing Party, which knowledge can be demonstrated in writing by the Receiving Party; (iii) is rightfully acquired by the Receiving Party from a third party without any obligation of confidentiality; (iv) can be demonstrated in writing to have been independently developed by the Receiving Party prior to the Effective Date without the use or benefit of the Disclosing Party’s Confidential Information; or (v) is approved in writing by the Disclosing Party for release by the Receiving Party.

6.2. Legally Compelled Disclosure. If the Receiving Party is requested to disclose Confidential Information or the substance of this Agreement in connection with a legal or administrative proceeding or otherwise to comply with a requirement under the law, the Receiving Party will give the Disclosing Party prompt notice of such request so that the Disclosing Party may seek an appropriate protective order or other remedy, or waive compliance with the relevant provisions of this Agreement. If the Disclosing Party seeks a protective order or other remedy, the Receiving Party, at the Disclosing Party's expense, will cooperate with and assist the Disclosing Party in such efforts. If the Disclosing Party fails to obtain a protective order or waives compliance with the relevant provisions of this Agreement, the Receiving Party will disclose only that portion of the Confidential Information which its legal counsel determines it is required to disclose, and will use its reasonable efforts to obtain confidential treatment of the Confidential Information to be disclosed.

6.3. Return of Confidential Information. Subject to the other terms and conditions of this Agreement, upon written request from the Disclosing Party, the Receiving Party will promptly return all tangible Confidential Information it has received from the Disclosing Party, together with all copies thereof and any other materials or information prepared or developed by the Receiving Party that embodies or incorporates Confidential Information of the Disclosing Party unless such Confidential Information is needed in order to fulfill the party's obligations under this Agreement.

Article 7. Representations and Warranties.

7.1. Representations and Warranties. The parties represent and warrant that: (a) this Agreement is a legal, valid and binding mutual obligation enforceable against each other in accordance with its terms; (b) the parties are not subject to any judgment, order, injunction, decree or award of any court, administrative agency or governmental body that would or might interfere with its performance of any of its obligations hereunder; (c) the parties have full power and authority to enter into and perform its obligations under this Agreement in accordance with its terms, and is not required to secure the consent, approval or waiver of any third party with respect to such performance; (d) the parties are the lawful and rightful owners of the Product(s) and all intellectual property associated with any such Product or otherwise is an authorized licensee of the intellectual property associated with any such Product; and (e) the provision and use of the Product(s) as contemplated herein will not infringe, misappropriate or otherwise violate the rights of any third party (including intellectual property rights, confidentiality obligations or rights of privacy).

7.2. Warranty Disclaimer. CLIENT ACKNOWLEDGES AND AGREES THAT THE COORDINATION SERVICES ARE PROVIDED TO CLIENT "AS-IS". NEITHER CLASP NOR ITS IMPLEMENTING PARTNERS MAKE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NEITHER CLASP NOR ITS IMPLEMENTING PARTNERS SHALL HAVE ANY LIABILITY OF ANY KIND RELATING TO THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY OR SUFFICIENCY OF THE TESTING PROCESS OR ANY TEST REPORT OR TEST RESULTS. IN NO EVENT SHALL CLASP OR ITS IMPLEMENTING PARTNERS BE LIABLE TO

CLIENT OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, PROPERTY DAMAGE, LOST INCOME OR PROFITS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, IN RELATION TO THIS AGREEMENT. IN NO EVENT WILL CLASP'S OR ITS IMPLEMENTING PARTNERS' CUMULATIVE LIABILITY UNDER THIS AGREEMENT FOR ANY AND ALL CAUSES OF ACTION EXCEED THE FEES PAID TO CLASP UNDER THIS AGREEMENT. Without limiting the foregoing, Client acknowledges and agrees that it has not relied on, and hereby disclaims reliance on, any representation, warranty or other statement or omission of CLASP or its implementing partners or any of their directors, officers, employees or agents beyond those expressly set forth in this Agreement.

7.3 Certification Disclaimer. To the extent permitted by law, CLASP makes no (and expressly disclaims all) warranties, express, implied or statutory, with respect to the product(s) certified under this agreement, including without limitation any implied warranty of merchantability, fitness for a particular purpose, noninfringement, or arising from course of performance, dealing, usage or trade. Additionally, CLASP disclaims that the product will perform in certain ways and that it meets any national standards. Without limiting the generality of the foregoing, CLASP makes no claim, representation, or warranty of any kind as to the utility of the products for customer's intended uses.

Article 8. Indemnities. Client shall defend, indemnify and hold CLASP and their implementing partners, affiliates, directors, officers, employees and agents harmless against any Losses (including reasonable attorneys' fees) arising out of or otherwise relating to: (a) any breach by Client of any representation, warranty, term or condition of this Agreement; (b) any Losses or claims that the use of any Product infringes or otherwise violates the rights of any third party, including, but not limited to, any IP rights; (c) any Losses or claims relating to the acts or omissions of the Testing Laboratory or the conduction of the Testing Process; and (d) any costs, fees or expenses owed to Testing Laboratory arising out of the testing of the Product(s); (e) any third party Losses or claims related to the use of the product, including, but limited to, claims for personal injury and property damage; and (f) wrongful acts, negligence, or omissions of the Client

Article 9. Reservation of Rights. Client acknowledges that CLASP, may for any reason or no reason, refuse to accept any Test Reports or related test results for any Product from a third-party Test Laboratory or any other institution. Nothing in this Agreement shall be construed to in any way constitute or imply a waiver, renunciation, termination or modification by CLASP of any right, privilege, immunity or exemption of CLASP granted under this Agreement or under its respective Articles of Incorporation, by-laws or other charter or formation documents.

Article 10. Miscellaneous.

10.1. **Client's Representative.** For the administration of this Agreement the Client shall designate a Representative. The Client's Representative shall have full authority to act on behalf of the Client for all purposes in connection with this Agreement. The Client's Representative from the date of this Agreement shall be the person so designated in Exhibit D. The Client may from time to time replace its Representative and shall give CLASP notice in advance of any such replacement.

10.2. Governing Law; Dispute Resolution. This Agreement and all claims (including, without limitation, claims based in contract, statute or tort) arising out of or relating to this Agreement, its interpretation, validity and enforcement shall be governed by, and construed and interpreted in accordance with, the law of the District of Columbia applicable to contracts made, and to be performed wholly, in the District of Columbia.

10.3. Assignment and Modification. Client may not assign, delegate or transfer any of its rights or obligations under this Agreement without the prior written consent of CLASP or without timely notification. Additionally, Client shall obtain prior written consent to continue to use any rights granted to it under this Agreement in the event of any changes to Client's company structure (e.g. mergers, name changes, etc.) as soon as practicable. CLASP can refuse to continue its business relationship with Client in light of the changes mentioned above.

10.4. Independent Contractors. The parties are independent contractors and no partnership, joint venture or employment relationship is intended by this Agreement. Neither party has the authority to enter into agreements or make any representations or warranties of any kind on behalf of the other party.

10.5. Amendment; Waiver. This Agreement may not be modified or amended, or any of its provisions waived, except by an agreement in writing signed by each of the parties.

10.6. Severability. If any provision of this Agreement or the application thereof to any person or entity or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by the law.

10.7. Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

10.8. Survival. Sections 3.2(a) and Articles 4, 5, 6, 7, 8, 9 and 10 shall survive any expiration or termination of this Agreement.

10.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

10.10. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, understandings and arrangements, oral or written, between them with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date first above written.

[CLASP]

By:

[CLIENT – ADD COMPANY NAME]

By: _____

TEMPLATE

Exhibit A
Product Description

[The QA Team will insert a description of the product or products to be tested, which includes the following:

- Product image. If not image available, note form factor
- Specify if it's SHS or pico-PV]

[For warehouse inspection only]

As a follow-up to the testing recently conducted on the product VeraSol will randomly select additional samples of the product from the warehouse for inspection and will conduct a market observation of the product in the market 3-12 months after the warehouse inspection. These samples will be subjected to visual inspection of the [warranty/packaging/user manual].

Exhibit B
Approved Testing Laboratories

[The QA Team will select from the list of VeraSol approved laboratories that can conduct the tests described in Exhibit C and include contact information for each]

The Lighting Laboratory Institute for Nuclear Science and Technology (UON); Nairobi Kenya
(Approved for MCM)

Solar Lighting Laboratory, The Energy and Resources Institute (TERI); New Delhi, India
<http://www.teriin.org/solarlab/>
richiebrian.stephen@teri.res.in
(Approved for MCM)

Shenzhen Academy of Metrology and Quality Inspection (SMQ); Shenzhen, China
<http://www.smq.com.cn/Web/dlqq.aspx>
songguanwen@smq.com.cn
(Approved for QTM, Renewal, AVM, ISM, MCM)

Schatz Energy Research Center (SERC); Arcata, California USA
<http://www.schatzlab.org/offgridsolar.html>
serlightinglab@gmail.com
(Approved for QTM, Renewal, AVM, ISM, MCM)

Intertek HK; Kowloon, Hong Kong
<http://www.intertek.com/government/verification/>
angela.yu@intertek.com
(Approved for QTM, Renewal, AVM, ISM, MCM)

[Use for warehouse inspection] Intertek HK; Kowloon, Hong Kong
<http://www.intertek.com/government/verification/>
angela.yu@intertek.com
(Approved for QTM, Renewal, AVM, ISM, MCM)

Exhibit C Testing Process

[The QA Team will select the relevant highlighted text for each specific agreement.]

[For QTM, MCM, ISM, PAYGO, AVM]The testing will be carried out according to the [Quality Test Method (QTM) | Initial Screening Method (ISM) | Market Check Method (MCM) | Pay-As-You-Go (PAYG) Method | Accelerated Verification Method (AVM) specified in Edition 4 of the International Electrotechnical Commission (IEC) Technical Specification 62257-9-5

[FOR Renewal] The product(s) will undergo Renewal testing according the Market Check Method (MCM) as specified in Edition 4 of the International Electrotechnical Commission (IEC) Technical Specification 62257-9-5.

[Warehouse inspection only]

X samples of the product's user manual and packaging from a stock of x will be required for the observations. These samples will be randomly selected by a party appointed by the Lighting Global QA Team following the procedure laid out in the Product Sampling Policy.

[For QTM, Renewal, MCM, ISM, PAYGO, AVM]

The following samples will be required to complete the tests: [copy and paste the sampling information from the top of the test plan here]These samples will be [randomly selected by a party appointed by the VeraSol QA Team following the procedure laid out in the Product Sampling Policy | provided directly to the Testing Laboratory by the Client]. The Sampling Agent will not be able to select samples if the Client does not adhere to minimum stock requirements as set forth in the Product Sampling Policy, and the Client will be required to pay CLASP for a second sampling attempt, such amount to be paid before a Sampling Agent will be dispatched to make a second sampling attempt.

Results will be evaluated using the current version of the **Lighting Global Quality Standards/ IEC 62257-9-8** for [pico-solar products (size A) | solar home system kits (size B)].

Please consult the following documents for details on the policies and procedures that are particularly relevant to this Product:

- Product Sampling Policy: <https://verasol.org/publications/product-sampling-policy>
- Co-Branding Policy: <https://verasol.org/publications/co-branding-policy>
- Framework for Testing Product Component Families: <https://verasol.org/publications/framework-for-testing-product-component-families>
- Policy for Renewing Test Results: <https://verasol.org/publications/test-results-renewal-policy>
- Product Support Expiration Policy: <https://verasol.org/publications/product-support-expiration-policy>
- Conditional Pass Policy: <https://verasol.org/publications/conditional-pass-policy>
- Performance Reporting Requirements: <https://verasol.org/publications/performance-reporting-requirements>

- Quality Assurance for Pay-as-you-go (PAYG) Energy Systems: <https://verasol.org/publications/quality-assurance-for-payg-energy-systems>
- Testing Similar Products Policy; <https://verasol.org/publications/policy-on-testing-similar-products>
- VeraSol Program Rules; <https://verasol.org/publications/verasol-certification-program-rules-and-procedures>

These documents, other program policies are located at <https://verasol.org/solutions/certification>

The Quality Standards are located at <https://verasol.org/solutions/quality-standards>

[FOR AVM:]

By signing this Agreement, the Client affirms that:

a. the samples provided for testing are an accurate representation of the final production model that it plans to distribute, and

b. the Product submitted for testing is expected to meet the Quality Standards.

Additionally, the Client agrees to submit documentation to assist with follow-up QTM testing and Market Check Testing.

For clarity, the AVM Program fee covers both:

a. VE testing support – test coordination, review of test results, and a summary cover letter. (Note, the cost of the VE Testing is not covered by the Program Fee; this cost shall be paid directly to the Laboratory).

b. Follow-up QTM testing support – test coordination, random sample selection, review of test results, and a summary cover letter. (Note: the Program Fee does not cover the cost of laboratory testing for the follow-up QTM test. Clients must contract and pay the test lab directly. The test lab will be designated at the discretion of VeraSol.)

The test plan is described in the following table: [Insert test plan]

Exhibit D
Representatives

Client's Representative: Name:
Title:
Phone:
E-mail:
Address:

CLASP's Representative:

Name: Ari Reeves
Title: Senior Manager, Program Incubator
Phone: 202-750-5110
E-mail: areeves@clasp.ngo

TEMPLATE

Exhibit E
Quality Certification Services Pricing Sheet

The pricing table (sent as an attachment) will be included here in the final agreement.

TEMPLATE