



6397 Nancy Ridge Drive
San Diego, CA 92121



Phone: 858-558-6736
Fax: 858-558-6756
www.occserv.com

Date:	
Client Name:	
Client Address:	
City, State, Zip:	
Work Requestor:	
Phone Number:	
Email Address:	

Re: ISO 17025 Leak Test Analysis Services Agreement

Occupational Services Inc. ("OSI") is pleased to submit the following Services Agreement. Upon acceptance of this agreement, OSI will complete the tasks detailed below in Table 1.

Table 1:

Description of Service	Units	Unit Price
Analysis of leak test samples with ISO 17025 reports. The device will be wipe tested and sent to OSI for analysis of removable contamination. Unit charge is \$230.00 for the first wipe & \$60.00 for each additional wipe.	1 Each additional wipe	\$230.00 \$60.00
The uncertainty in OSI's sealed source leak test analysis is propagated using counting parameters and sample counting efficiencies. This uncertainty value is printed on each report.		

Pricing is good for 60 days from agreement date. Terms are Net 15 days. Please see Attachment A for full Terms and Conditions.

By signing below, I acknowledge acceptance of this quotation conditions and authorize OSI to proceed with this purchasing agreement. This document must be signed and returned via fax or email before order can be placed.

For:
Occupational Services, Inc.


Nicola Rinaldi, Senior Health Physicist
Quality Control Manager
Vice President

For:
Client Name: _____

Signature: _____ Date: _____

Print Name: _____

Print Title: _____

Radiation & Chemical Safety Specialists

ATTACHMENT A:
TERMS AND CONDITIONS
Payment terms are Net 15 days.

- 1 **Engagement** [Business Name] (Client) hereby engages Occupational Services, Inc. (OSI) to provide environmental services to Client. OSI accepts such engagement and agrees to perform such services for Client, according to the terms of this agreement, at the Client's facility and at OSI's facilities (located at 6397 Nancy Ridge Drive, San Diego, CA 92121).
- 2 **Fees, Expenses, and Payment Terms** For the Radiation Decommissioning Services for [Business Name]. Client shall pay the amounts listed in Table 1 of this agreement.
- 3 **Effective Date and Termination of Agreement** This Agreement is effective when signed by both Parties, and the Effective Date shall be the date the last Party signed the Agreement. Either party may cancel this Agreement on prior written notice. In the event of such termination, OSI waives any further rights to compensation relative to future services to be performed, and Client shall promptly pay OSI for all fees, charges, and expenses incurred pursuant to paragraph 2 of this Agreement prior to the date of such termination. This Agreement shall terminate immediately if circumstances occur that make it impossible or impractical for either OSI or Client to continue conducting business.
- 4 **Reports** OSI shall maintain, complete and submit to Client such records, reports, or other documents, as required by Client that are either an integral part of or usually associated with the services that are to be performed by OSI under this Agreement.
- 5 **Confidentiality** OSI will not release client information to a third party without client consent.
- 6 **Dispute Arbitration** If there is a dispute between the Parties regarding OSI's fees charged to Client under this Agreement for OSI's services, or any other matters that cannot be resolved between the parties, Client and OSI agree to submit the controversy to binding arbitration. Arbitration shall be held in the city of San Diego, CA, in accordance with the commercial arbitration rules then in effect of the American Arbitration Association, and judgment of the award entered shall be accepted by both parties and may be entered in any court having jurisdiction thereof.
- 7 **Authority to Bind** The parties executing this agreement represent to each other that they have full authority and right to execute this agreement on behalf of their respective party and to bind such party to this agreement.
- 8 **Consequential Damages** OSI shall not be liable for any consequential, incidental, indirect, exemplary, punitive, or special damages resulting from OSI's performance or failure to perform under this agreement.
- 9 **Governing Law** The validity of this agreement and of its terms and conditions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.
- 10 **Mutual Indemnification** Each party hereto shall indemnify, defend and hold harmless ("Indemnitor") the other party hereto, and its officers, directors, agents, employees and affiliated and parent companies ("Indemnitee") from all claims, demands, losses, damages, fines, penalties, liability suits, actions, costs or expenses for personal injury, disease or death, loss, or damage of property caused by the negligence, willful misconduct or breach of this Agreement ("Claims") Indemnitor's liability to Indemnitee which may arise pursuant to this indemnity shall be limited to the amount of insurance proceeds actually paid by Indemnitor's carrier in connection with the herein indemnification ("Insurance Proceeds"). Any claim for deficiency because the total amount of all Claims exceeds the total amount of all Insurance Proceeds shall be automatically waived by Indemnitee and by any and all subrogated parties and successors-in-interest to Indemnitee.
- 11 **Complete Integration, Binding Upon All Parties** This Agreement consisting of a cover letter and Attachment A contains the entire agreement between Client and OSI regarding this matter and the fees, charges, expenses, and responsibilities relative thereto. This Agreement shall not be modified except by written agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement shall be binding upon Client and OSI and their respective heirs, executors, legal representatives, and successors. Client and OSI agree the Terms and Conditions as set forth on this agreement shall take precedence over and supersede all other Terms and Conditions including those that may accompany any Purchase Order, Contract, Subcontract or other document Client may issue in response to this agreement.

By signing below I acknowledge acceptance of the attached quotation and the terms and conditions stated above and authorize OSI to proceed with stated service/sale

X

Signature

X

Print Name

X

Date