1.0 Purpose
This document defines policies and procedures for oversight of ASNT Certification Services LLC (“the LLC”).

2.0 Scope
This policy applies to ASNT’s Board of Directors, Committees, Councils, and staff, and to the Board of Managers of ASNT Certification Services LLC.

3.0 Reference
3.1 ASNT Bylaws
3.2 Operating Agreement for ASNT Certification Services LLC (Appendix 1).
3.3 Services Agreement for ASNT Certification Services LLC (Appendix 2).
3.4 License Agreement for ASNT Certification Services LLC (Appendix 3).

4.0 Organization
4.1 ASNT Certification Services LLC is a wholly owned subsidiary which was chartered in 2020 to oversee all of ASNT’s certification and accreditation programs. The LLC is owned by ASNT, Inc. and reports to the ASNT Board of Directors.

4.2 The LLC shall be independently governed and operated by a Board of Managers in accordance with the terms of the Operating Agreement.

4.3 The ASNT, Inc. staff shall provide labor and services, and the tangible, intangible and intellectual property to operate ASNT Certification Services LLC in accordance with the referenced Operating Agreement, Services Agreement, and Licensing Agreement.

4.4 ASNT, Inc. and ASNT Certification Services LLC shall comply with the terms and conditions specified in all applicable agreements between the two entities, and any and all decisions and resolutions issued by the ASNT Board of Directors.

5.0 ASNT Certification Services LLC Board of Managers
5.1 The LLC’s Board of Managers shall be comprised of seven (7) managers as specified in the Operating Agreement.

5.2 The ASNT Chair of the Board shall nominate and the ASNT Board of Directors shall appoint three (3) Managers for ASNT Certification Services LLC as follows:

5.2.1 The President of ASNT Certification Services LLC to a term of three years which may be extended for up to three additional years at the discretion of the ASNT Board of Directors. To be eligible, candidates must be a member of the Society and have experience, expertise, knowledge, and interest in individual certification or organizational accreditation programs. The President of ASNT Certification Services
LLC concurrently serves ex officio as a voting Director on the ASNT Board.

5.2.2 The Vice President of ASNT Certification Services LLC to a term commensurate with their term on the ASNT Board of Directors. To be eligible, candidates must be an ASNT Director at the time they assume the office of Vice President of ASNT Certification Services LLC.

5.2.3 The Chair of the Finance Committee to a term commensurate with their term on the ASNT Board of Directors. To be eligible, candidates must be an ASNT Director at the time they assume the office of Chair of the Finance Committee of ASNT Certification Services LLC.

5.3 The ASNT Certification Services Board of Managers shall appoint the Chairs of the Certification, Accreditation, and Strategic Planning Committees in accordance with the terms of the Operating Agreements.

5.4 The ASNT Executive Director shall serve ex officio as a voting member of the Board of Managers.

5.5 The terms of office for the LLC’s Board of Managers should be staggered so as to minimize disruption from turnover.

6.0 ASNT Oversight of LLC Operations

6.1 The Board of Directors hereby delegates responsibility and authority to the Operations Committee to oversee all of the LLC’s operations and activities.

6.2 The Chair of the Board may nominate and the Board of Directors may appoint any of the LLC’s Managers to the Operations Committee as non-voting members to ensure effective communications and coordination of LLC activities.

7.0 Financial Management

7.1 The Operations Committee shall provide financial goals and objectives to ASNT Certification Services LLC periodically.

7.2 The LLC shall submit an annual budget proposal and a three-year financial projection to the Operations Committee by January 1.

7.3 The Operations Committee shall review and approve the LLC’s budget in coordination with the Business and Finance Committee.

7.4 The LLC may not create financial obligations in excess of their approved budget.

7.5 ASNT, Inc. shall provide financial services for the LLC as specified in the Operating Agreement.

8.0 Reports

8.1 The LLC’s President shall provide written reports of the LLC’s activities to the Board of Directors upon request.

8.2 The minutes for each meeting of the LLC’s Board of Managers shall be provided to the Secretary within 15 days following each meeting.
8.3 The LLC shall provide financial reports to the ASNT Operations Committee upon request. The content of the reports shall be as agreed upon by the parties.

Appendix 1 – Operating Agreement
Appendix 2 – Services Agreement
Appendix 3 - Licensing Agreement
OPERATING AGREEMENT

OF

ASNT CERTIFICATION SERVICES, LLC

The American Society for Nondestructive Testing, Inc., an Ohio not-for-profit corporation, ("Society") hereby executes and adopts the following to be the Operating Agreement of ASNT CERTIFICATION SERVICES, LLC (the “Company”), a nonprofit limited liability company formed pursuant to and in accordance with the Ohio Limited Liability Company Act, (the “Act”), and effective as of April 24, 2021 (the “Agreement”).

WHEREAS, effective on August 20, 2020, the Company was duly formed under the Act by the filing of the Articles of Organization (the “Articles”) with the Ohio Secretary of State; and

WHEREAS, Society desires to enter into this Agreement in order to delineate its rights and obligations as the sole member, to provide for the Company's management, and to provide for certain other matters, all as permitted under the Act.

NOW THEREFORE, in consideration of the mutual covenants expressed herein, and for other good and valuable consideration, the undersigned hereby agrees as follows:

ARTICLE 1
Name; Formation

1.1 Name and Formation. The name of the limited liability company is ASNT CERTIFICATION SERVICES, LLC. The Company was formed on August 20, 2020 when the Organizer executed and filed the Articles of Organization with the State of Ohio’s Secretary of State’s Office.

1.2 Principal Place of Business. The principal place of business of the Company is: 1711 Arlingate Lane, Columbus, OH 43228-0518.

ARTICLE 2
Purpose; Powers; Restrictions

2.1 Purpose and Powers. The purpose of the Company is to manage and operate the certification and accreditation programs of the Society and to engage in any lawful business permitted by the Act or laws of any jurisdiction in which the Company may do business and to enter into any lawful transaction and engage in any lawful activities in furtherance of the foregoing purposes and as may be necessary, incidental or convenient except as restricted herein.

2.2 Restrictions. The Company shall operate in such a manner that its activities will not jeopardize the status of the Society as an entity exempt from federal income tax pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or corresponding
provisions of any subsequent federal tax laws), unless a federal tax election to be treated as a taxable corporation is filed by the limited liability company.

ARTICLE 3
Member; Capital Contributions

3.1 Sole Member. Society is admitted as the sole member (the “Member”) of the Company. No additional persons may be admitted as members in the Company, except upon prior written consent by Society.

3.2 Initial Capital Contribution. Society shall initially contribute the cash or other property to the capital of the Company as set forth in the attached Contribution Agreement at Exhibit A. The Company shall be authorized to issue a single class of “membership interest” (as defined in the Act, the “Interest”) to Society including any and all benefits to which the holder of such Interest may be entitled in this Agreement, together with all obligations of such person to comply with the terms and provisions of this Agreement.

3.3 Additional Capital Contributions. Society may contribute cash or other property to the capital of the Company as it shall decide, from time to time; provided, however, that except to the extent required under the Act, Society shall not be required to make any additional contributions to the capital of the Company.

ARTICLE 4
Management

4.1 Management. Responsibility for the management of the business and affairs of the Company shall be vested in a Board of Managers (the “Managers”) to be appointed and removed by Society. The Managers shall have all right, power, and authority to manage, operate, and control the business and affairs of the Company and to do or cause to be done any and all acts, at the expense of the Company, deemed by the Managers to be necessary or appropriate to effectuate the purposes of the Company. All instruments, contracts, agreements and documents relating to the Company or its business or affairs shall be valid and binding on the Company if executed by the Managers or its appointed officers or designees.

4.2 Managers. The Company’s Managers shall include the President, Vice President, Executive Director, and four (4) Managers, with duties as specified herein.

4.2.1 President. Duties include leading the Managers to carry out their governance functions, ensuring the Managers have approved policies to help ensure sound and compliant governance and management of the organization, partnering with the Executive Director to lead the development and refinement of impact metrics, assessing the performance of the Managers and committees, assuring ongoing recruitment, development, and contributions of volunteers, partnering with the Executive Director to help ensure the Manager’s directives, policies, and resolutions are carried out, providing performance feedback to the Executive Director, setting priorities and creating agendas for meetings of the Board of Managers, presiding over meetings.
of the Board of Managers, and serving as an ambassador of the Company and advocating its mission to internal and external stakeholders.

4.2.2 Vice President. Duties include assisting the President in leading governance, policy, compliance, advocacy, and management oversight functions. In the absence of the President, presides over meetings of the Board of Managers.

4.2.3 Executive Director. The Executive Director serves as the chief staff executive in accordance with the Services Agreement and is responsible for providing all services in accordance with the agreement.

4.2.4 Managers. Duties include participating in governance, policy, compliance, advocacy, and management oversight functions and leading councils and committees in implementing the Company’s strategic plans.

4.2.4.1 Chair of the Certification Management Council. Duties include leading the council to carry out its charter, ensuring the council has approved policies and procedures, operating plans, and performance reporting. Coordinates the council’s work with the Managers, committees, volunteers, and staff.

4.2.4.2 Chair of the Accreditation Committee. Duties include leading the committee to carry out its charter, ensuring the committee has approved policies and procedures, operating plans, and performance reporting. Coordinates the committee’s work with the Managers, committees, volunteers, and staff.

4.2.4.3 Chair of the Finance Committee. Duties include leading the committee to carry out its charter, ensuring adequate financial resources are allocated to support the Company’s mission and monitoring income, expenses and reserves.

4.2.4.4 Chair of the Strategic Management Committee. Duties include leading the committee to carry out its charter, ensuring the strategic management of the Company through effective planning, implementation, analysis, and reporting.

4.3 Manager Nominations, Appointments and Terms.

4.3.1 The President, Vice President, and Chair of the Finance Committee shall be appointed by resolution of the Society to terms as determined by the Society. The Board of Managers shall recommend candidates for these positions to the Society for consideration.

4.3.2 Executive Director. The Society’s Executive Director shall serve as the Company’s Executive Director in ex officio status.

4.3.3 The Chair of the Certification Management Council, the Chair of the Accreditation Committee, and the Chair of the Strategic Management Committee shall be appointed by the Board of Managers to three (3) year terms. Appointees may serve no more than two terms consecutively. The Certification Management Council, the Accreditation
Committee, and the Strategic Management Committee shall recommend Chair candidates for their respective committees to the Board of Managers for consideration.

4.4 **Officers.** The Company’s officers shall be the President, Vice President, and Executive Director.

4.5 **Employees.** The Company shall have no employees. Staff services shall be provided by the Society in accordance with the Services Agreement.

4.6 **Committees.** The Company shall have four committees, including the Certification Management Council, the Accreditation Committee, the Finance Committee, and the Strategic Management Committee. Committees shall be managed in accordance with charters and policies approved by the Managers.

**ARTICLE 5**

**Distributions; Transfers**

5.1 **Distributions.** At such time as the Managers shall determine, the Managers shall cause the Company to distribute any cash held by the Company to the Member which is neither reasonably necessary for the operation of the Company nor otherwise in violation of the Act or any contractual restrictions on the payment of distributions by the Company.

5.2 **Transfers.** The Member may Transfer (as hereinafter defined) all or any part of its Interest. For purposes of this Agreement, “Transfer” means, with respect to the Interest, any sale, conveyance, exchange, assignment, pledge, encumbrance, gift, bequest, hypothecation or other transfer or disposition by any other means, whether for value or no value, direct or indirect, and whether voluntary or involuntary (including, without limitation, by operation of law), or any agreement to do any of the foregoing.

**ARTICLE 6**

**Dissolution**

6.1 **Dissolution.** The Company shall dissolve, and its affairs shall be wound up, upon the earliest to occur of (a) the decision of the Member, or (b) an event of dissolution of the Company under the Act; provided, however, that upon the occurrence of an event of dissolution under the Act, the Member may elect to continue the Company to the extent permitted under the Act. Upon dissolution of the Company, the Member shall wind up the business and affairs of the Company, and cause all property and assets of the Company to be distributed as set forth in Section 6.2.

6.2 **Distributions upon Dissolution.** Upon dissolution of the Company, the Member shall cause all property and assets of the Company to be distributed as follows: (a) first, all of the Company’s debts, liabilities, and obligations, including any loans or advances from the Member, shall be paid in full; and (b) second, any remaining assets shall be distributed to the Member.
ARTICLE 7
Liability; Indemnification

7.1  Limited Liability; Indemnification. Except as otherwise provided in the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company. None of the Member, any affiliate of the Member and any directors, officers, employees, and agents of the Company or the Member shall be obligated personally for any debt, obligation, or liability of the Company solely by reason of his, her, or its status as such Member, affiliate of the Member, officer, employee, or agent. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Act or this Agreement shall not be grounds for imposing personal liability on the Member, any affiliate of the Member or the officers, employees, and agents of the Company or the Member for liabilities of the Company.

The Company shall indemnify and hold harmless the Member, any Director, and any directors, officers, employees and agents of the Company or the Member (individually, in each case, an “Indemnitee”), to the fullest extent permitted by law from and against any and all losses, claims, demands, costs, damages, liabilities (joint or several), expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits, or proceedings, whether civil, criminal, administrative or investigative, in which the Indemnitee may be involved, or threatened to be involved as a party or otherwise, arising out of or incidental to the business or activities of or relating to the Company, regardless of whether the Indemnitee continues to be the Member, Manager, director or officer, employee, or agent, at the time any such liability or expense is paid or incurred.

ARTICLE 8
Books; Records

8.1  Fiscal Year. The fiscal year of the Company shall end on June 30.

8.2  Records. The Managers shall cause the Company to keep at its principal office the following:

8.2.1 A current list of the full name and last known business address of each member, in alphabetical order;

8.2.2 A copy of the Articles of Organization and the Certificate of Organization, and all Articles of Amendment and Certificates of Amendment thereto;

8.2.3 Copies of the Company’s federal, state and local income tax returns and reports, if any, for the three most recent years;

8.2.4 Copies of the written Operating Agreement, as amended, and of any financial statements of the Company for the three most recent years;

8.2.5 Copies of any financial statements of the company for the three most recent years;
8.2.6 Unless contained in a written operating agreement, a writing setting forth all of the following:

8.2.6.1 The amount of cash, and a description and statement of the agreed value of any other property or services, that each Member has contributed and has agreed to contribute in the future;

8.2.6.2 Each time at which and each event on the occurrence of which any additional contribution agreed to be made by each Member is to be;

8.2.6.3 Any right of the Company to make to a Member, or of a Member to receive, any distribution that includes a return of all or any part of its contribution;

8.2.6.4 Each event upon the occurrence of which the Company is to be dissolved and its affairs wound up.

ARTICLE 9
Miscellaneous Provisions

9.1 Amendment. This Agreement may be amended only in a writing signed by the Member.

9.2 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Ohio, excluding its conflicts of law rules.

9.3 Severability. The invalidity of any one or more terms or provisions hereof or of any other agreement or instrument given pursuant to or in connection with this Agreement shall not affect the remaining portions of this Agreement or any such other agreement or instrument or any part thereof, all of which are inserted conditionally on their being held valid in law; and in the event that one or more of the terms or provisions contained herein or therein should be invalid, or should operate to render this Agreement or any such other agreement or instrument invalid, this Agreement and such other agreements and instruments shall be construed as if such invalid terms or provisions had not been inserted. In addition, in the event that one or more of the terms or provisions hereof or of any other agreement or instrument given pursuant to or in connection with this Agreement should be invalid, the Member will use its best efforts to adopt an appropriate substitute for the invalidated terms or provisions consistent with the intent of the Member and to take all other necessary and appropriate actions to effectuate the intent of the Member as embodied in such invalidated provision, including, without limitation, amending the Articles, as then in effect.

9.4 Tax Characterization and Returns. It is the intention of the Member that the Company be disregarded for federal and all relevant state income tax purposes and that the activities of the Company are deemed to be activities of the Member for such purposes. All provisions of the Company’s Articles and this Agreement are to be construed so as to preserve such disregarded tax status. The Member is hereby authorized to file any necessary elections, and shall be required to file any necessary tax returns, on behalf of the Company with any such tax authorities.
9.5 **Electronic Transmission.** This Agreement may be executed and delivered by facsimile or e-mail or any similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of the signing party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

IN WITNESS WHEREOF, the undersigned has caused this Operating Agreement of ASNT CERTIFICATION SERVICES, LLC to be executed on the date set forth below.

The American Society for Nondestructive Testing, Inc.,
the sole Member

By: ____________________________
Name: Neal J. Couture, CAE
Title: Executive Director
Date: April 24, 2021

ASNT CERTIFICATION SERVICES, LLC

By: ____________________________
Name: John Kinsey
Title: President
Date: 24 Apr 2021
Exhibit A
Contributions

A.1 The Society shall contribute $1,000,000 to the Company no later than May 31, 2021 to fund the Company’s operations.

A.2 The Society shall contribute the equipment and material items listed on Attachment 1 to the Company no later than May 31, 2021 for the Company’s use in operations.
SERVICES AGREEMENT
THE AMERICAN SOCIETY FOR NONDESTRUCTIVE TESTING, INC.
AND
ASNT CERTIFICATION SERVICES, LLC

This SERVICES AGREEMENT (the “Agreement”) is made and effective as of April 24, 2021, by and between The American Society for Nondestructive Testing, Inc., an Ohio non-profit corporation (“ASNT”) and ASNT Certification Services, LLC, an Ohio nonprofit limited liability company (the “LLC”). ASNT and the LLC are collectively referred to hereinafter as the “Parties.”

WHEREAS, ASNT and the LLC, while separate, distinct and independent entities, have certain common goals and interests related to creating a safer world by advancing scientific, engineering, and technical knowledge in the field of nondestructive testing; and

WHEREAS, given such common goals and interests and the mutual desire of the Parties to minimize their administrative expenses, the Parties desire to enter into this Agreement, under which ASNT may provide, and the LLC may accept, the services of certain employees and certain office space, office equipment, office furniture, office supplies and other support.

NOW, THEREFORE, in consideration of the promises and consideration set forth below, the sufficiency and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

1. Term and Termination.

1.1 Term. This Agreement shall be effective on the date above written, and shall continue in effect for an initial term of one (1) year. At the expiration of the initial term, this Agreement shall automatically renew for successive renewal terms of one (1) year unless either party delivers written notice of its intent not to renew prior to the expiration of the then-current term. After the initial term, annual cost adjustments, if any, shall be determined by mutual agreement of the Parties.

1.2 Termination. This Agreement may be terminated by either Party upon thirty (30) calendar days written notice.

2. Personnel, Office Space, Services, and Support. ASNT will provide to the LLC, pursuant to this Agreement, personnel, office space, equipment, supplies, resources, services, and other support as set forth in Exhibit A attached hereto, as well as such other personnel, equipment, supplies, resources, services, and support as may be reasonably requested by the LLC and agreed to by ASNT from time to time (together “Services”).
3. **Compensation.** In consideration of the Services to be provided by ASNT to the LLC under this Agreement (described in Exhibit A attached hereto), the LLC agrees to pay ASNT amounts determined in accordance with Exhibit B attached hereto. Exhibit A and Exhibit B of this Agreement may be reviewed and adjusted upon the mutual agreement of the Parties.

4. **Reimbursement.** To the extent not otherwise captured in the billing methodology attached hereto as Exhibit B, all reasonable expenses incurred by ASNT in connection with performing its obligations under the Agreement shall be reimbursed by the LLC upon invoicing.

5. **Coordinated Activities.** In the event that ASNT and the LLC mutually determine to coordinate certain activities, the Parties shall ensure that the separateness and independence of the Parties is respected at all times with respect to finances, marketing, assets, and in all other respects. The Parties also shall ensure that there is full accountability for the use by one Party of the services and assets of the other Party.

6. **Separate Entities.** The Parties further agree that they are, and shall remain, separate entities and that no partnership, joint venture or agency relationship shall be actually or constructively created under this Agreement.

7. **Confidential Information.** Each Party shall maintain the confidentiality of all of the confidential and proprietary information and data ("Confidential Information") of the other Party. The Parties also shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the other Party’s Confidential Information without such other Party’s consent. Each Party’s Confidential Information shall remain the property of that Party and shall be considered to be furnished in confidence to the other Party when necessary under the terms of this Agreement.

Upon the termination or expiration of this Agreement, each Party shall: (i) deliver immediately to the other Party all Confidential Information of the other Party, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof; (ii) make no further use of it; and (iii) make reasonable efforts to ensure that no further use of it is made by either that Party or its officers, directors, employees, agents, contractors, or any other person or third party. Each Party’s confidentiality obligations under this Section shall survive any termination or expiration of this Agreement.

8. **Waiver.** Either Party’s waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of that or any further or future right under this Agreement.

9. **Governing Law and Jurisdiction for Dispute Resolution.** All questions with respect to the construction of this Agreement of the rights and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Ohio.
10. **Notice.** All notices and demands of any kind or nature that either Party may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by facsimile (fax), email, by certified mail, or by overnight courier, with constructive receipt deemed to have occurred on the date of the mailing, sending or faxing of such notice, to the following addresses or fax numbers:

If to ASNT: The American Society for Nondestructive Testing, Inc.
Attention: Executive Director
1711 Arlingate Lane
Columbus, OH 43228

If to the LLC: ASNT Certification Services, LLC
Attention: Executive Director
1711 Arlingate Lane
Columbus, OH 43228

11. **Headings.** The headings of the various paragraphs herein are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.

12. **Assignment.** Except as otherwise provided herein, this Agreement may not be assigned, or the rights granted herein transferred or sublicensed, by either Party without the express prior written consent of the other Party.

13. **Severability.** All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full force and effect.

14. **Entire Agreement.** This Agreement: (i) constitutes the entire agreement between the Parties with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the Parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both Parties.

15. **Counterparts.** This Agreement may be executed and delivered by electronic means in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

THE AMERICAN SOCIETY FOR NONDESTRUCTIVE TESTING, INC.

By: Neal Couture
Name: Neal J. Couture
Title: Executive Director
Date: 24 Apr 2021

ASNT CERTIFICATION SERVICES, LLC

By: John Kinsey
Name: John Kinsey
Title: President
Date: 24 Apr 2021
Exhibit A

Description of Services

ASNT intends to provide the LLC with the following Services:

1. **Personnel:** ASNT will provide management, technical and administrative personnel using permanent or temporary staff to support LLC activities. Personnel will record hours worked on a weekly basis using ASNT’s standard worksheet systems and practices.

2. **Office Space:** ASNT will provide permanent or temporary office space for the LLC’s meeting, laboratory, testing, auditing, storage, administration, governance, mailroom, and shipping and receiving activities.

3. **Accounting & Back Office Services:** Accounting and financial services, including accounts payable, accounts receivable, treasury management, financial reporting and analysis, budgeting and cash management. However, notwithstanding anything in the Agreement or this Exhibit A to the contrary, the LLC shall be solely and exclusively responsible for the LLC’s financial affairs, including its expenditures, obligations and the investment or allocation of its funds.

4. **Sales, Marketing, and Customer Services:** Sales order receipt and transaction processing, marketing and promotion activities including website management, and customer service support including inbound and outbound call, email and SMS text support.

5. **Telecommunication Services:** Information technology services including network infrastructure, internet connectivity; printer support; information security, help desk services; other digital services through third party providers; mobile device support and administration of user accounts and domain management.

6. **Certification Management Services:** management of certification policies and procedures, preparation and administration of knowledge-based and practical exams, technical contractor oversight, Authorized Education Center (AEC) oversight, sample management, and equipment management.

7. **Accreditation Management Services:** management of accreditation policies and procedures, preparation and administration of accreditation audit checklists, instructions, guides and other materials, and technical contractor oversight.

8. **Other Services:** Print production and mail room services, purchasing support, record management, travel services, meetings support, and copy and print services as required by the LLC.
Exhibit B

1. Inter-Company Billings for Monthly Chargebacks, Direct Labor Costs, and Other Direct Costs:

   a. As applicable, ASNT will bill the LLC for those direct costs identified in Exhibit A for all Services provided under this Agreement.

   b. As applicable, ASNT will bill the LLC for other direct costs incurred in connection with the performance of Services by ASNT or ASNT personnel for the LLC.

   c. LLC agrees to reimburse ASNT on a monthly basis in arrears for the direct costs of the Services provided hereunder based on the actual cost attributable to the LLC’s use of the Services. To the extent that such costs are difficult or impracticable to determine, ASNT shall determine in good faith the approximate costs attributable to the LLC’s use of the Services, which determination shall be subject to the reasonable approval of the LLC. For example:

      * Salaries for executive, administrative, and clerical staff time required to plan, coordinate, manage, supervise, and organize the LLC’s activities documented by time and attendance reports, based on actual time reported by the applicable personnel
      * Fringe benefits allocated to each employee based on the ratio of time reported by such personnel on the LLC matters vs. ASNT matters, including employer paid retirement and health insurance costs
      * Other billable direct personnel costs
      * Other direct and indirect costs as agreed upon

2. Inter-Company Billings for Office Space, Overhead Management and Administrative Costs:

   On an annual basis, ASNT will prepare its indirect cost allocation for office space, overhead and other administrative expenses not captured above in the direct expenses, to the extent applicable, using a reasonable allocation method and invoice the LLC.

3. Budget and Estimated Payments:

   ASNT will develop an annual budget to identify the expected cost of billable services and benefits that ASNT will provide to the LLC. The LLC will in turn develop an annual budget estimating all costs and expenses it expects to charge to ASNT under this Agreement. If the Parties agree, the LLC may make monthly payments to ASNT based on the difference between the budgeted amounts. However, at the end of each fiscal year ASNT shall reconcile the LLC’s estimated payments with the actual cost of the services and benefits provided.
LICENSE AGREEMENT
THE AMERICAN SOCIETY FOR NONDESTRUCTIVE TESTING, INC.
AND
ASNT CERTIFICATION SERVICES, LLC

THIS LICENSE AGREEMENT (the “Agreement”) is made this 24th day of April, 2021, between The American Society for Nondestructive Testing, Inc., an Ohio non-profit corporation (“ASNT”) and ASNT Certification and Accreditation Program, LLC, an Ohio nonprofit limited liability company (the “LLC”) (hereinafter referred to as “LICENSEE”).

WHEREAS, LICENSEE desires to use ASNT’s name and trademarks in connection with LICENSEE’S operations; and

WHEREAS, ASNT is willing to permit such use as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by ASNT and LICENSEE,

IT IS AGREED:

1. License. ASNT licenses LICENSEE, on a royalty-free basis, to use its name and any and all trademarks or service marks ASNT now or hereafter owns during the term of this Agreement, in connection with LICENSEE’s operations, as more particularly described in Exhibit A. In order to protect the goodwill of ASNT, ASNT retains the right to review and approve all uses of said name and marks.

2. Acknowledgment. LICENSEE acknowledges that ASNT is the lawful owner of the name and marks referred to in Paragraph 1, and agrees to take no action inconsistent with ASNT’s ownership, or that would subject ASNT to claims by third parties or potential loss of its ownership.

3. Best Efforts. ASNT and LICENSEE agree to use their best efforts and cooperate in the performance of this Agreement so that its purposes may be successfully carried out.

4. Agency. ASNT and LICENSEE agree that this Agreement is not intended to create an agency relationship of any kind; and both agree not to contract any obligations in the name of the other, to use each other’s credit in conducting any activities under this Agreement, or to represent that ASNT is in the business of providing the products and/or services provided by LICENSEE.

5. Term. This Agreement shall be effective on the date above written, and shall continue in effect for an initial term of one (1) year. At the expiration of the initial term, this Agreement shall automatically renew for successive renewal terms of one (1) year unless either party delivers written notice of its intent not to renew prior to the expiration of the then-current term.
6. **Termination for Cause.** Either ASNT or LICENSEE may terminate this Agreement immediately upon written notice to the other in the event of the other’s insolvency, fraud, willful misconduct, or substantial breach of this Agreement.

7. **Waiver.** Either party’s waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

8. **Successors and Assigns.** This Agreement shall be binding on the parties, and on their successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

9. **Notices.** Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by Express Mail, or by certified or registered mail, return receipt requested, with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

   If to ASNT:  
   American Society for Nondestructive Testing, Inc.  
   1711 Arlingate Lane  
   Columbus, OH 43228  

   If to the LLC:  
   ASNT Certification Services, LLC  
   1711 Arlingate Lane  
   Columbus, OH 43228  

10. **Governing Law.** This Agreement shall be governed in all respects, except as to conflicts of laws, by the laws of the State of Ohio.

11. **Captions.** The captions of each paragraph of this Agreement are inserted solely for the reader’s convenience, and are not to be construed as part of the Agreement.

12. **Severability.** If any provision in this Agreement is determined by a competent authority to be unenforceable, all other provisions of this Agreement shall continue in full force and effect.

13. **Amendment.** This Agreement may be amended only by a writing clearly setting forth the amendments and signed by both parties.

14. **Warranty.** Each party warrants that the individual signing this License Agreement on its behalf is duly authorized to do so.

15. **Counterparts.** This Agreement may be executed in two or more counterparts and signature pages may be executed and delivered by facsimile or electronic means, each of which
shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized agent.

THE AMERICAN SOCIETY FOR NONDESTRUCTIVE TESTING, INC.

By: Neal J. Couture
Name: Neal J. Couture
Title: Executive Director
24 Apr 2021

ASNT CERTIFICATION SERVICES, LLC

By: John Kinsey
Name: John Kinsey
Title: President
24 Apr 2021
EXHIBIT A

Trademarks of the American Society for Nondestructive Testing Inc.
IRRSP
NDT Handbook
The NDT Technician
asnt.org

Registered trademarks of the American Society for Nondestructive Testing Inc.
ACCP
ASNT
ASNT Daily
Chat NDT with ASNT
Level III Study Guide
Materials Evaluation
Nondestructive Testing Handbook
Research in Nondestructive Evaluation
RNDE