

	<p>Certification holder LOGO</p>	<p>NB1 LOGO</p>	<p>NB2 LOGO</p>
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Party 1: Certification holder (referred to as: “**Certification holder**”)

Party 2: Current Notified Body (referred to as “**Name of Current NB**”)

Party 3: Future Notified Body (referred to as “**Name of Future NB**”)

Transfer Agreement

1. Herewith, **Certification holder** approves that **<Name of Current NB>** may disclose information specified in this contract to **<Name of Future NB>** in order to enable any direct communication between Notified Bodies that may be required during a transition period of <6> months.
2. With regard to invalidity of existing certificates, the following is specified:
 - 2.1. Certificates issued by **<Name of Current NB>** will become invalid after the date of DD.MM.YYYY,
 - 2.2. Products which have been produced until DD.MM.YYYY will continue to be placed on the market with the identification number of **<Name of Current NB>** (CEXXXX).

Certificate registration n°	Valid until	Referential
Certificate No of <Name of Current NB>	DD.MM.YYYY	<i>For details see annex n°...</i>

3. With regard to the obligation to furnish information, the following is specified:
 - 3.1. **Certification holder** commits to submit copies of the new certificates from **<Name of Future NB>** to **<Name of Current NB>** within 30 days after certification.
 - 3.2. **Certification holder** will impart change notifications resulting from the change of Notified Body to the relevant authorities.
 - 3.3. **Certification holder** will document the change of Notified Body through an update of the relevant declarations of conformity for all products upon availability of the new certificates.
 - 3.4. **Certification holder** will submit to **<Name of Future NB>**, the first serial number / batch number that are produced under the **<Name of Future NB>** certificate within 30 days after each change. This will allow **<Name of Current NB>** to show any European Regulatory Authorities that, although the CEXXXX mark is affixed on devices manufactured as per section 4(4.4 below, all Notified Body responsibilities for these devices are under the control of **<Name of Future NB>** and the CEXXXX mark is only being used as part of the agreed transition period for these devices (<6> months).
4. With regard to the duties to label devices (as per NBOG BPG 2006-1), the followings are specified:
 - 4.1. From DD.MM.YYYY, **Certification holder** will no longer use the identification number of **<Name of Current NB>** (CEXXXX) in any labeling of devices which are produced. This represents a Y month transition period for labeling, this being commensurate with the different industrial manufacturing processes of products and associated artifacts which will require change.

- 4.2. Likewise, the identification number of **<Name of Current NB>** in manuals will not be used after DD.MM.YYYY.
- 4.3. The change of identification number of Notified Body will be implemented on a product by product basis during the transition period. The change of identification number for each type of product will be fixed to a specific work order (date) and/or serial number.
- 4.4. Products manufactured during the transition period (DD.MM.YYYY to DD.MM.YYYY) can continue to be placed on the market with the identification number of **<Name of Current NB>**.
5. Miscellaneous responsibilities:
- 5.1. Beginning from DD.MM.YYYY, **<Name of Future NB>** will assume full responsibility for conformity assessment tasks and will be responsible for the timely surveillance of the **Certification holder** Quality Management System.
- 5.2. **<Name of Future NB>** will assume full responsibility for vigilance of all products manufactured starting from DD.MM.YYYY according to General Terms and Conditions of Business of **<Name of Future NB>**.
- 5.3. Supplementary to clauses 5a and 5b, **<Name of Future NB>** will assume responsibility only as preconditioned, that **Certification holder** follows all subjects to the related certification agreements.
- 5.4. The **Certification holder** will accept the terms and conditions of the **<Name of Future NB>**.
- 5.5. The **Certification holder** will pay all outstanding invoices to the **<Name of Current NB>**.
- 5.6. The **Certification holder** will furnish notice of transfer to the **<Name of Current NB>** in line with the contractual agreement in place.
6. Salvatorian Clause:
- 6.1. Should any individual provision of this agreement or any part of any provision be or become void or unenforceable, the validity of the agreement hereof shall in no way be affected. In such case the void and/or unenforceable provisions shall be replaced by relative provisions coming as close as possible to the sense and spirit and purpose of the void and/or unenforceable provision.
7. Liability
- 7.1. Each party shall only be liable for the part of their contractual and legal duties.
8. Jurisdiction, Applicable law
- 8.1. The place of jurisdiction for the assertion of claims by all contractual partners shall be the **Country of Future NB**.
- 8.2. The contractual relationship and all legal relations arising from it shall be exclusively governed by, and construed in accordance with, the laws of the **Country of Future NB** without regard to its provisions on the conflict of laws and the UN Treaty on the International Sale of Goods (CISG) which shall be expressly excluded.

On behalf of:	Client	<Name of Current NB>	<Name of Future NB>
Name			
Function			
Visa			
Date			

- Annexes : 1. Transferrable certificate
2. ...