



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

THE INTERNATIONAL TELECOMMUNICATION UNION

AND

THE INTERNATIONAL ACCREDITATION FORUM

AND

THE INTERNATIONAL LABORATORY ACCREDITATION COOPERATION

1. Parties and Purpose

The Parties

- 1.1 The International Telecommunication Union (hereafter ITU) is the United Nations specialized agency for information and communication technologies (ICTs). It allocates global radio-frequency spectrum and satellite orbits, develops technical standards that ensure networks and technologies seamlessly interconnect, and strives to improve access to ICTs to underserved communities worldwide.
- 1.2 The International Accreditation Forum (hereafter IAF) is the specialised body administering a global multilateral mutual recognition arrangement among accreditation bodies responsible for accrediting conformity assessment bodies including management system certification bodies, product certification bodies, personnel certification bodies and verification and validation bodies, having as their objective the formal recognition of competent conformity assessment bodies, for specified scopes.
- 1.3 The International Laboratory Accreditation Cooperation (hereafter ILAC) is the specialised body administering a global multilateral mutual recognition arrangement (MRA) among accreditation bodies responsible for accreditation of conformity assessment bodies including calibration laboratories, testing laboratories, medical laboratories, inspection bodies, proficiency testing providers, reference material producers and biobanks, having as their objective the formal recognition of competent conformity assessment bodies, for specified scopes.

The Purpose

1.4 The purpose of this MoU is to establish effective collaborative linkages between the Parties in the area of conformity and interoperability of ICT products, to facilitate achieving the desired level of connectivity and 'usability' of services to the end-users.

2. Areas of Cooperation

Subject to and in accordance with their respective missions, rules, procedures, and mandates, the Parties agree to co-operate in the following areas relating to the conformity and interoperability of ICT products:

- 2.1 Communication and sharing of information:
 - 2.1.1 Sharing of information on the geographical representation of the ITU, IAF and ILAC and the international organizations with which each Party has established links.
 - 2.1.2 Providing access to the ITU Conformity and Interoperability Portal (www.itu.int/go/citest) through the IAF and ILAC websites.
 - 2.1.3 Providing access to IAF and ILAC web pages that contain information on the accreditation body members that are signatories to the mutual recognition arrangements operated by each organisation and (where available) to lists of accredited certification bodies, laboratories and inspection bodies.
 - 2.1.4 Attendance by ITU, IAF and ILAC representatives in committees and working groups where relevant technical work is being undertaken subject to the rules of each Party and without prejudice to established participatory right of the respective memberships.
 - 2.1.5 Sharing of relevant policy and guidance documents at an early stage to allow each organisation the opportunity to provide comment.
 - 2.1.6 Collaborating on topics of mutual interest to agree on common policy and positions where relevant.
- 2.2 Collaboration, promotion and support:
 - 2.2.1 Subject to prior coordination, promotion of relevant activities and events through the websites, newsletters and publications of each Party.
 - 2.2.2 Promotion of the benefits of mutual recognition arrangements, the ITU Testing Laboratory recognition procedure and accredited conformity assessment in the conformity and interoperability field in accordance with the relevant ISO and ISO/IEC standards.
 - 2.2.3 Support and promotion of the ITU recognition of testing laboratories that are accredited by ILAC MRA signatories to perform testing in accordance with ITU Recommendations as detailed in the ITU Testing Laboratory recognition procedure.
 - 2.2.4 Collaboration in the promotion of agreed common policy and positions to governments, standards and accreditation bodies and other relevant organizations.
- 2.3 Education and training:
 - 2.3.1 Mutual invitation to participate in relevant technical meetings, workshops, courses, and training events in areas of common interest.
 - 2.3.2 Liaison between the IAF/ILAC Joint Development Support Committee and the ITU to share information, and where appropriate, to collaborate on projects to support capacity building in accreditation for the conformity and interoperability field in developing countries.

3. Assignment or Transfer to Third Parties

The responsibilities of the Parties under this MoU are not assignable or transferable to third parties.

4. Confidentiality

Any discussion or document related to this MoU and deemed confidential by the Parties will be governed by a stand-alone non-disclosure agreement to be signed by the Parties, as necessary.

5. Financial Arrangements

This MoU does not represent any commitment with regard to funding on the part of any Party.

6. Settlement of Disputes

The Parties confirm that they will exercise good faith efforts to resolve any dispute between them arising from or in connection with this MoU through mutual negotiation and agreement.

7. Entry into Force, Modification and Termination

This MoU will enter into force on the date of its signature by the Parties and may only be modified with the mutual written consent of all Parties. This MoU may be terminated upon written notice to the other Parties and will terminate 60 days after receipt of such notice.

Any modification to this MoU shall be made by mutual written agreement between the Parties and annexed hereto. The Parties undertake to review and modify the MoU, including its areas of cooperation, as appropriate, at least every 5 years.

If at any time during the implementation of this MoU, it is agreed by the Parties that the association of (a) third party(ies) will strengthen the process of achieving the objective of this MoU, then that/those third party(ies) may be formally associated with this MoU as mutually agreed.

8. Channel of Communication and Notice

For the purpose of facilitating the implementation of the working arrangements to be established by the Parties in the framework of this MoU, the channel of communication for the Participants will be:

International	International Laboratory	International Accreditation
Telecommunication Union	Accreditation Cooperation	Forum, Inc.
Attention: TSB Secretariat	Attention: ILAC Secretary	Attention: IAF Secretary
Telecommunication	PO Box 7507	28 Chemin Old Chelsea,
Standardization Bureau	Silverwater NSW 2128	Box 1811
Place des Nations	Australia	Chelsea, Quebec
CH-1211 Geneva 20	Telephone: +612 9736 8374	Canada J9B 1A0
Switzerland		Telephone: +1 613 454-8159
Telephone:+41 22 730 5780	Email: <u>ilac@nata.com.au</u>	E-mail: <u>secretary@iaf.nu</u>
Email: conformity@itu.int		

9. Privileges, Immunities and Facilities

By participating in this MoU, the ITU does not waive its privileges, immunities and facilities, which it enjoys by virtue of applicable international agreements and national laws.

IN WITNESS WHEREOF, the Parties hereto, have signed this MoU on

24 August 2022, in three (3) originals, in the English language.

International Accreditation Forum

Emanuele Riva Chair International Laboratory Accreditation Cooperation

Etty Feller Chair

International Telecommunication Union

Chaesub Lee Director, Telecommunication Standardization Bureau ITU

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