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 spectrum and satellite orbits, develops the technical standards that ensure networks and technologies seamlessly interconnect, and strives to improve access to ICTs to underserved communities worldwide. The ITU is committed to connecting all of the world’s people – wherever they live and whatever their means.

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 certification bodies, having as their objective the formal recognition of competent certification bodies, for specified scopes.

1.3 The International Laboratory Accreditation Cooperation (hereafter ILAC) is the specialised body administering a global multilateral mutual recognition arrangement among accreditation bodies responsible for accrediting laboratories, having as their objective the formal recognition of competent laboratories and inspection bodies, for specified scopes.

The Purpose

1.4 The purpose of this MoU is to establish good 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

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 Cooperation in the establishment of the ITU Conformity and Interoperability Portal by providing key points of access to IAF and ILAC websites.

2.1.3 Provide access to IAF and ILAC web pages that contain basic 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 Corresponding right of 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.

2.1.5 Sharing of relevant guidance documents at an early stage to allow each organisation the opportunity to provide comment.

2.1.6 Collaboration on topics of mutual interest to agree on common policy and positions where relevant.

2.2 Promotion:

2.2.1 Mutual promotion of relevant activities and events through the websites, newsletters and publications of all parties.

2.2.2 Promotion of the benefits of mutual recognition arrangements and accredited conformity assessment in the conformity and interoperability field in accordance with the relevant ISO/IEC standards and guides.

2.2.3 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, 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.

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:

<table>
<thead>
<tr>
<th>International Telecommunication Union</th>
<th>International Laboratory Accreditation Cooperation</th>
<th>International Accreditation Forum, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attention: Paolo Rosa</td>
<td>Attention: ILAC Secretary</td>
<td>Attention: IAF Secretary</td>
</tr>
<tr>
<td>Telecommunication</td>
<td>PO Box 7507</td>
<td>28 Chemin Old Chelsea,</td>
</tr>
<tr>
<td>Standardization Bureau</td>
<td>Silverwater NSW 2128</td>
<td>Box 1811</td>
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<tr>
<td>Place des Nations</td>
<td>Australia</td>
<td>Chelsea, Quebec</td>
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<tr>
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<td>Telephone: +41 22 730 5235</td>
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<td>E-mail: <a href="mailto:secretary@iaf.nu">secretary@iaf.nu</a></td>
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<tr>
<td>Email: <a href="mailto:paolo.rosa@itu.int">paolo.rosa@itu.int</a></td>
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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

14 May 2012, in three (3) originals, in the English language.

International Accreditation Forum

Randy DOUGHERTY
Chair

International Laboratory Accreditation Cooperation

Peter S. UNGER
Chair

International Telecommunication Union

Malcolm JOHNSON
Director, Telecommunication Standardization Bureau
ITU