# **MEMORANDUM OF UNDERSTANDING**

## **AMONG**

# INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT INTERNATIONAL DEVELOPMENT ASSOCIATION

# **AND**

# INTERNATIONAL LABORATORY ACCREDITATION COOPERATION

## **AND**

# INTERNATIONAL ACCREDITATION FORUM

**OCTOBER 30, 2018** 

This Memorandum of Understanding ("Memorandum") represents a statement of intent by the International Bank for Reconstruction and Development and the International Development Association (collectively, the "World Bank"), and the International Laboratory Accreditation Cooperation (ILAC), and the International Accreditation Forum (IAF) (each a "Participant" and together, the "Participants") to collaborate in the achievement of common objectives as described and on the basis outlined below.

#### WHEREAS:

- (A) The World Bank is an international development institution established by Articles of Agreement adopted by its member countries. The World Bank's overarching mission is to reduce poverty, improve living conditions, and promote sustainable and comprehensive development in its developing member countries. It has established two ambitious goals to anchor its mission: end extreme poverty within a generation and boost shared prosperity. The World Bank will achieve these goals by providing loans, concessional financing, technical assistance, and knowledge sharing services to its developing member countries and through partnerships with other organizations.
- (B) The International Laboratory Accreditation Cooperation is the international organisation for accreditation bodies operating in accordance with ISO/IEC 17011 and involved in the accreditation of conformity assessment bodies (CABs) such as calibration and testing laboratories (using ISO/IEC 17025), medical testing laboratories (using ISO 15189) inspection bodies (using ISO/IEC 17020), Proficiency Testing Providers (using ISO/IEC 17043) and Reference Material Producers (using ISO 17034). ILAC's primary function is to operate a worldwide mutual recognition arrangement among accreditation bodies that facilitates trade, supports regulators and reduces risk for business and its customers by assuring that accredited CABs are competent to carry out the work they undertake within their scope of accreditation.
- (C) The International Accreditation Forum is the international organisation for accreditation bodies and other bodies interested in conformity assessment such as management system certification (using ISO/IEC 17021-1), product certification (using ISO/IEC 17065), certification of persons (using ISO/IEC 17024), verification/validation (using ISO 14065) and other similar conformity assessment. Its primary function is to facilitate trade, support regulators, protect consumers and the environment, and facilitate sustainable development by operating a worldwide mutual recognition arrangement among accreditation bodies in order that the results issued by conformity assessment bodies accredited by IAF members are accepted globally.

## NOW THEREFORE the Participants intend as follows:

#### A. Objective

1. Consistent with their respective mandates, the Participants intend to share knowledge and experience on quality infrastructure (QI) reforms, specifically in the

field of accreditation of conformity assessment bodies, to better support client countries in the development and strengthening of their national QIs, and therefore encourage industrial development, entrepreneurship, facilitate global technical cooperation and reduce barriers to trade.

#### B. Collaboration

- 2. To further the achievement of their common objectives, the Participants, within the framework of their respective mandates, policies, and procedures, intend to collaborate in the following manner:
  - (a) Sharing knowledge and best practices in designing and implementing QI reforms;
  - (b) Jointly organizing or participating in the Participants' knowledge events such as conferences, seminars, workshops, meetings, etc.;
  - (c) Identifying and collaborating in the support to the implementation of QI reforms in client and partner countries;
  - (d) Engaging jointly in a dialogue with stakeholders and other interested parties in the activities and topics pursued under this Memorandum;
  - (e) Identifying potential human and financial resources for maximizing the synergy of joint collaborative efforts;
  - (f) Producing joint publications and participating in peer reviews of the QIrelated knowledge outputs produced separately by Participants;
  - (g) Promoting the importance of mutual acceptance of conformity assessment results in both the voluntary and regulatory domains; and
  - (h) Exploring other ways of collaboration as the Participants may mutually decide.

#### C. Contacts

3. Each Participant hereby designates and appoints below its representative with overall responsibility for implementing this Memorandum. The Participants may, by written notice to the other Participant, designate additional or different persons as points of contact but the Participants expect to have only one person at a time designated as the person with overall responsibility for all activities undertaken pursuant to this Memorandum.

#### For the World Bank:

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Macroeconomics, Trade, and Investment Global Practice
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E-mail: cmasinde@worldbank.org

### For the International Laboratory Accreditation Cooperation:

Annette Dever ILAC Secretary PO Box 750, Silverwater, NSW 2128, Australia

Tel: +61 2 9736 8374 Fax: +61 2 9736 8373 E-mail: ilac@nata.com.au

#### For the International Accreditation Forum:

Elva Nilsen IAF Secretary Box 1811, Chelsea, Quebec, Canada J9B 1A0

Tel: +1 (613) 454 8159 E-mail: secretary@iaf.nu

#### D. General

- 4. This Memorandum is not intended by the Participants to be legally binding. It does not constitute an agreement or commitment by any of the Participants to provide financial or any other support for any specific theme, activity, project, or operation. Specific arrangements for individual activities will be set forth in a written document or work plans to be jointly formulated by the Participants if needed.
- 5. Nothing in this Memorandum will be construed as creating a joint venture, an agency relationship, or a legal partnership among the Participants.
- 6. Nothing in this Memorandum will restrict any of the Participants from entering into similar arrangements with third parties covering the same or similar subject matter areas or activities as are the subject matter of this Memorandum.
- 7. Nothing in this Memorandum is intended to be or should be construed as a waiver of the privileges and immunities of the Participants or its officers and employees, whose privileges and immunities are hereby specifically reserved.
- 8. The Participants recognize the importance of protecting and respecting each other's intellectual property rights. This Memorandum, therefore, does not grant any Participant the right to use materials belonging to, or created by, the other Participants. The Participants will agree in writing on the ownership and use of any intellectual property deriving from activities under this Memorandum.
- 9. The Participants expect that this Memorandum and information with respect to the collaborative activities contemplated herein will be publicly disclosed. Such disclosure will be made in accordance with the Participants' respective disclosure policies. The Participants plan to consult with each other concerning the manner

and form of any acknowledgement of the other Participants' support regarding the activities. No Participant will use the name, emblem, or logo of the other Participants, or any abbreviation thereof, without the prior written approval of the other Participant.

- This Memorandum will take effect upon signature by all the Participants on the 10. date set forth below for an initial period of three years.
- 11. After review, the Participants may mutually decide in writing to extend the duration of this Memorandum beyond the initial period.
- 12. This Memorandum may be modified or terminated at any time by three months' prior written notice from one Participant to the other Participants.

In witness whereof, the Participants have caused this Memorandum to be executed as of the day and date written above.

INTERNATIONAL LABORATORY ACCREDITATION COOPERATION

By:

Name: Merih Malmqvist Nilsson

Title: Chair of ILAC

INTERNATIONAL ACCREDITATION FORUM

By:

Name: Xiao Jianhua

Title: IAF Chair and President of IAF

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT INTERNATIONAL DEVELOPMENT ASSOCIATION

By:

Name: John Panzer

Title: Director

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