



# Technical Cooperation Agreement ("Agreement") between the Interamerican Accreditation Cooperation ("IAAC") and the African Accreditation Cooperation ("AFRAC"), hereinafter referred to as ("the Parties")

#### 1. INTRODUCTION

- 1.1 Considering that cooperation between IAAC and AFRAC is of mutual benefit for the development of accreditation in the Americas and in Africa;
- 1.2 Considering that IAAC and AFRAC have constituencies that include those from developing countries; and
- 1.3 Considering the need to foster national, regional and global schemes for the operation and recognition of reliable accreditation programs.

# IAAC and AFRAC agree to the following -

#### 2. PARTIES TO THE AGREEMENT

- 2.1 The Parties to this Agreement are
  - (a) IAAC represented by its Chair; and
  - (b) AFRAC represented by its Chair.

## 3. PURPOSE AND APPLICATION OF THE AGREEMENT

- 3.1 The purpose of this Agreement is to record an understanding between the Parties on their working relationship so as to achieve the scope of the Agreement.
- 3.2 This Agreement is a general understanding between the Parties and provides a basis for other more specific agreements between the Parties at operational levels.

- 3.3 This Agreement shall not be binding on the Parties and shall not make legally enforceable commitments or impose a legal duty on the Parties.
- 3.4 This Agreement merely constitutes a statement of the mutual intentions of the Parties with respect to its contents and each Party represents to the other that -
- 3.4.1 it does not constitute a binding obligation on either Party; and
- 3.4.2 it creates no rights in favour of either Party.

#### 4. SCOPE OF THE AGREEMENT

- 4.1 The scope of this Agreement covers the relationship between IAAC and AFRAC on matters relating to accreditation and conformity assessment.
- 4.2 The scope of this Agreement supports the roles and responsibilities that the Parties already have towards each other arising from their memberships in the International Laboratory Accreditation Cooperation ("ILAC").

## 5. AREAS OF COOPERATION AND RESPONSIBILITY

#### 5.1 Training And Development

- 5.1.1 The Parties shall foster participation in training activities organised jointly and/or by either Party, when deemed suitable.
- 5.1.2 The Parties shall foster recruitment and/or secondment of qualified personnel through internships and consultancies for each other and for each other's member accreditation bodies, when deemed suitable.

#### 5.2 Proficiency Testing Programs

5.2.1 The Parties shall foster participation in proficiency testing programs organised jointly and/or by each Party, when deemed suitable.

#### 5.3 Information Exchange

5.3.1 The Parties shall exchange information on the development of regional accreditation cooperations and other relevant topics.

## 5.4 Support On Technical Matters

5.4.1 The Parties shall support common efforts on matters of a technical nature related to accreditation programs.

### 5.5 Adoption Of Common Positions

5.5.1 The Parties shall seek common positions on issues of mutual interest.

## 5.6 Projects And Fund-Procurement

5.6.1 The Parties shall cooperate in projects and procurement of funds from donor organisations.

#### 6. IMPLEMENTATION

- 6.1 The above named areas of cooperation shall be implemented through the following mechanisms -
- 6.1.1 involvement of representatives from each Party, in each Party's technical work as necessary.

  As such, the normal liaison and observer rules and procedures for input shall apply.
- 6.1.2 the IAAC Executive Committee and the AFRAC Executive Committee shall be responsible for managing this Agreement, unless otherwise agreed, and coordinating issues arising from it.
- 6.1.3 attendance of each Party's representative(s) at their respective general assembly and related technical meetings.

# 7. COMMENCEMENT, TERMINATION, AMENDMENT AND DURATION OF AGREEMENT

7.1 This Agreement shall commence on the date of the last Party signing and shall remain in effect until terminated or amended. Any Party may, upon giving three (3) calendar months' notice, in writing of its intention to do so, terminate this Agreement.

- 7.2 This Agreement shall be subject to review at the request of either Party to ensure the Agreement reflects Parties intentions.
- 7.3 This Agreement may only be amended by the Agreement of both Parties, and any such amendment(s) shall be set out in writing and signed by both Parties as a new Agreement.

SIGNED IN GUATEMALA CITY, GUATEMALA, ON THIS 29TH DAY OF AUGUST 2014.

FOR AND ON BEHALF OF IAAC

Ms Ileana Martinez

IAAC

Chair

FOR AND ON BEHALF OF AFRAC

Mr Ron Josias

AFRAC

Chair