

# MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN

#### THE GRAIN AND FEED TRADE ASSOCIATION

and

## THE INTERNATIONAL LABORATORY ACCREDITATION COOPERATION (ILAC)

## 1. Parties

- 1.1. The Grain and Feed Trade Association (hereafter referred to as Gafta) is the international trade association representing companies involved in the trade of agricultural commodities, spices and general produce. The Gafta seeks to promote free trade of agricultural commodities, to encourage an open, predictable trade environment to avoid trade disruption, to promote international standards based on sound science to facilitate trade; and to raise awareness of the instrumental role played by the international trade in transporting safe, sustainable, nutritious and affordable food and feed from areas of surplus to areas of deficit to feed a growing world population and ensure global food security.
- 1.2. The International Laboratory Accreditation Cooperation (hereafter referred to as ILAC) is the specialised body administering a global multilateral Mutual Recognition Arrangement among accreditation bodies responsible for accreditation of conformity assessment bodies including calibration laboratories, testing laboratories, medical testing laboratories, inspection bodies, proficiency testing providers, biobanks and reference material producers, having as their objective the formal recognition of competent conformity assessment bodies, for specified scopes.

(The Gafta and ILAC are each a Party and, together, the Parties.)

# 2. Purpose

- 2.1. ILAC and Gafta have been cooperating since 2021 and have collaborated on the communication of the requirements of Gafta for the inspection of agricultural commodities, general produce, and spices for international trade. Gafta operates a scheme for superintendents and a scheme for analysts that recognise ILAC member accredited inspection bodies and test laboratories within those schemes.
- 2.2. The Chair of ILAC and the Director General of Gafta, on behalf of their respective members and in accordance with the constitution and relevant rules of both organisations, agree upon the following MoU to govern future cooperation of their activities in areas where their functions and activities are complementary and mutually supportive;

## 3. Areas of Cooperation

The Parties:

- 3.1. agree to ensure the exchange of relevant information on matters related to the criteria for the assessment and accreditation of inspection bodies and test laboratories providing their services for agricultural commodities traded internationally;
- 3.2. agree to inform the other about the progress of work related to activities of common interest;
- 3.3. will strive to develop guidelines to harmonise and optimise the application and practice of the applicable criteria (e.g. scopes of accreditation, technical issues, assessor training, joint assessments, etc);
- 3.4. will identify opportunities for mutual representation on selected committees and working groups, which are engaged in activities of common interest;
- 3.5. will inform their respective memberships on developments in the cooperation;
- 3.6. agree to meet at least on an annual basis, virtually or in person;
- 3.7. agree to invite representatives as observers to each other's annual and associated meetings; and
- 3.8. will ensure that the body of knowledge represented by Gafta and ILAC is used to further improve the process of the inspection and analysis of agricultural commodities as a whole.

# 4. Implementation and termination

- 4.1. This MoU shall come into force upon signature by the Director General of Gafta and the ILAC Chair and will remain in force until terminated in accordance with the provisions hereafter defined.
- 4.2. This MoU will be reviewed by the Parties every three years.
- 4.3. Relevant work programs to implement the MoU will be agreed upon by the Parties from time to time and reported on, as appropriate, within each organisation.
- 4.4. This MoU is not intended to create any legal relationship between the Parties, rather a spirit of cooperation on matters related to international trade of agricultural commodities.
- 4.5. This Memorandum of Understanding may be terminated by either Party with six months written notice of such intention.

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#### 5. Amendments

- 5.1. The Parties shall review this MoU, including its areas of cooperation, at least every 3 years.
- 5.2. Any variation to the MoU shall only be made by mutual written agreement between the Parties, and annexed hereto.

#### 6. Confidentiality

- 6.1. The Parties agree that they will not divulge or communicate to any 3rd party, any confidential information concerning the business or affairs of the other Party which may have come to its knowledge as a result of entering into this MoU, without the prior written consent of the Party providing the information.
- 6.2. For the purposes of this MoU, "confidential information" shall mean: All information (of whatever nature and however recorded or preserved) disclosed by one Party to the other, which: (a) is marked as or has been otherwise indicated to be confidential; or (b) derives value to a Party from being confidential; or (c) would be regarded as confidential by a reasonable business person; except to the extent that such information is already in the public domain at the time of disclosure or enters the public domain otherwise than by a breach of any obligation of confidentiality.

Clauses 6.1 and 6.2 are legally binding, and survive termination of this MoU.

## **Signatures**

**Grain and Feed Trade Association** 

Jaine Chisholm Caunt, OBE Director General

Signed on: 7 July 2025

International Laboratory Accreditation Cooperation

Etty Feller Chair