MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

THE INTERNATIONAL FEDERATION OF HORSERACING AUTHORITIES

AND

THE INTERNATIONAL LABORATORY ACCREDITATION COOPERATION

1. Parties

   a. The International Federation of Horseracing Authorities (IFHA) is the global leader for the international sport of thoroughbred racing. The IFHA seeks to promote all facets of the worldwide sport of thoroughbred racing; protect the welfare of the equine and human athletes; and protect and grow its global social and economic significance for current and future generations.

   b. The International Laboratory Accreditation Cooperation (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 IFHA and ILAC are each a Party and, together, the Parties.)

2. Purpose

The purpose of this MoU is to continue to enhance effective collaborative relations between the Parties in the area of horseracing laboratories, including, but not limited to the maintenance of the ILAC guidance document, Accreditation Requirements and Operating Criteria for Horseracing Laboratories (ILAC-G7).

3. Areas of Cooperation

For more than 30 years the ILAC-G7 document has been extremely valuable in helping achieve greater consistency across horseracing laboratories and, by extension, the horse racing industry's anti-doping efforts. Compliance with the ILAC-G7 document is a requirement for all IFHA Reference Laboratories (as well as all International Equestrian Federation Approved Laboratories), and it is also voluntarily adopted by many other horse racing laboratories around the world. The ILAC-G7 document is increasingly relied upon in more jurisdictions globally.
The IFHA wishes to continue its collaboration with ILAC for the ongoing maintenance of ILAC-G7 as an independent, third-party guidance document for horse racing laboratories. It is further envisaged that the collaboration be extended to:

a. related activities such as education regarding accreditation of horse racing laboratories and sharing of experience among assessors involved in the assessment of horse racing laboratories when applicable;

b. the facilitation of interlaboratory comparisons/Proficiency Testing programs;

c. encouraging the development of reference materials for drugs; and

d. continual updates for the accreditation community regarding changes to the allowed limits/thresholds of prohibited substances as defined by the IFHA.

4. Implementation and termination

This MoU will enter into force on the date of its signature by the Parties.

This MoU may be terminated by either Party with 60 days’ written notice to the other Party.

5. Amendments

The Parties shall review this MoU, including its areas of cooperation, at least every 3 years.

Any variation to this MoU shall only be made by mutual written agreement between the Parties and annexed hereto.

6. Confidentiality

Each Party shall keep all confidential information (which includes any information which shall reasonably be regarded as confidential or is designated in any manner by the disclosing Party as confidential) disclosed by the other Party under this MoU confidential, and only use the same for purposes consistent with its areas of cooperation, or such other purposes as may be agreed by the Party disclosing such confidential information.

A Party shall only disclose confidential information received by it:

a. to its employees, officers or professional advisors (including legal advisors) on a strictly need-to-know basis who are subject to same or substantially similar non-disclosure obligations, unless otherwise agreed by the Party disclosing the relevant confidential information; or

b. to the extent required by law or the decision of a court or other legal proceeding or any regulatory or governmental authority. In such event, the receiving Party shall promptly inform the disclosing Party and seek to limit disclosure to the extent legally permissible.

Neither Party acquires any intellectual property rights in any confidential information disclosed.

This clause survives termination of this MoU.
Signatures

International Federation of Horseracing Authorities

Winfried Engelbrecht-Bresges
Chair

Signed On: 9th July 2024

International Laboratory Accreditation Cooperation

Etty Feller
Chair