



MEMORANDUM OF UNDERSTANDING



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1 INTRODUCTION

1.1 The organisations on behalf of which this Memorandum of Understanding (MoU) is signed are Members of the International Natural Accreditation Forum, NBE Foundation. (i-NAF).

1.2 i-NAF is an international of natural organisations that have agreed to work together on a worldwide basis to achieve common trade facilitation objectives. i-NAF is a major world natural forum for developing the principles and practices for the conduct of natural conformity assessment that will deliver the confidence needed for market, regulatory and public acceptance of natural conformity assessment results. i-NAF acts through the accreditation of those bodies that perform natural conformity assessment such as natural product certification (natural, halal natural (only food and food-related products), ecoglaballabel, vegan, hygiene and safety management system etc.) or similar natural conformity assessment activities.

1.3 i-NAF is open to organisations, as defined in the Bylaws, that meet the requirements defined in the Bylaws and uphold the objectives of i-NAF and that are prepared to actively participate in the work of i-NAF, and which sign this MoU in accordance with the requirements of the Bylaws, as a declaration of their commitment to the objectives of i-NAF and the obligations of Members.

1.4 The function of i-NAF is to provide a single system which organisations with an accredited natural conformity assessment certificate in one part of the world use to have that certificate recognised everywhere else in the world. i-NAF seeks to achieve that function by promoting the international acceptance of natural accreditations granted by its signatory Natural Accreditation Body Members of the i-NAF Multilateral Recognition Arrangement (i-NAF MLA), based on the equivalence of their accreditations. Admittance as signatory to the i-NAF MLA is contingent on successful peer evaluation in accordance with the i-NAF MLA documents.

1.5 Members of i-NAF have rights as set out in Section 3, and the Bylaws.

1.6 All Members shall sign the MoU. The signing of this MoU on behalf of an organisation commits the organisation to support the Objectives of i-NAF as set out in Section 2, to abide by the Obligations set out in Section 4, and to abide by the requirements of the i-NAF Bylaws.

1.7 The natural organisation and person making this declaration acknowledges that i-NAF may, in its discretion, admit to membership those organisations which have stated objectives compatible with this MoU, including the facilitation of efficient commerce between economies.

2 REFERENCE DOCUMENTS

2.1 i-NAF NML 1 Multilateral Recognition Arrangement

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2.2 i-NAF NPG 5 Structure of i-NAF**3 OBJECTIVES**

The objective of i-NAF is to facilitate trade and commerce among the economies in the global region through supporting and making use of the system of global recognition of accreditation, in the following of programs of conformity assessment, including natural product, halal natural product, vegan product, hygiene, health and safety management system or similar activities.

4 MEMBERSHIP

4.1 Membership of i-NAF as Full or Association Member shall be by invitation only and subject to the agreement of the General Assembly and in accordance with the membership requirements as set out in this MoU and any other requirements determined by the General Assembly from time to time.

4.1.1 Full Members of i-NAF are the Natural Accreditation Bodies established that have signed this MoU.

4.1.2 Association Members of i-NAF are:

4.1.2.1 Organizations intending to become Natural Accreditation Bodies from the economies of the global which do not already have an Natural Accreditation Body established and operating in their economies that do not meet the requirements as defined in 4.2 for Natural Accreditation Body Member but have committed to doing so within a reasonable timeframe,

4.1.2.2 National, regional or international organisations representing the interests of a group or groups of those involved in the implementation of programs for certification or similar activities and subscribing to the objectives of i-NAF, or National, regional or international organisations representing the interests of a group or groups of those involved in the use of programs for certification or similar activities and subscribing to the objectives of i-NAF.

4.2 For the purposes of this document, an Natural Accreditation Body is defined as a Body that accredits bodies for the natural certification of programs, including natural products, halal natural products(only food and food-related products) ecolaballabel, vegan, hygiene and health-safety management system etc, or similar activities.

4.2.1 An Natural Accreditation Body Member is defined as an Natural Accreditation Body that is either a Full Member as defined in Clause 4.1.1 or an Associate Member as defined in Clause 4.1.2.

4.3 Applicants for full or association membership of i-NAF shall only be invited into membership if, in the opinion of General Assembly:

4.3.1 The applicant has an acceptance or equivalent standing within an economy, region or internationally,

4.3.2 The structures and activities of the applicant support i-NAF's objective of working together on a regional / international basis to achieve common trade facilitation objectives,

4.3.3 The applicant's natural programs and their implementation are compatible or in accordance with International Natural Standards and/or Natural Halal Standards and application documents adopted by i-NAF,

4.3.4 The programs that the applicant offers internationally are available in a reasonable way

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for operation by any other i-NAF Natural Accreditation Body Member.

5 AIMS AND TASKS

5.1 The aim of i-NAF is to promote the international acceptance of the natural accreditations granted by the Natural Accreditation Body Members of i-NAF, based on the equivalence of the operation of their natural accreditation programs, within the world-wide framework, and in cooperation with other regional groups of Natural Accreditation Bodies, and to promote the international acceptance of natural certificates of conformity issued by duly accredited natural certification bodies or similar bodies.

5.2 To achieve these objectives and aims, will:

5.2.1 Adopt applicable IAF documents and applicable IAF/ILAC A series documents for use in i-NAF.

5.2.2 Encourage the development of a i-NAF Multilateral Recognition Arrangement (MLA) committee, and monitor its activities;

5.2.3 Provide a means of achieving mutual acceptance of accreditation of a natural product, halal natural product(only food and food-related products) ecoglaballabel, vegan, hygiene and health-safety management system etc, or similar natural program of conformity assessment in the world-wide,

5.2.4 Promote, within the framework of the i-NAF, mutual recognition between all MLA committee operating in association with IAF;

5.2.5 Promote acceptance of certificates of natural conformity through multilateral mutual recognition among accreditation bodies in the region;

5.2.6 Encourage and support the development of natural accreditation bodies in the global economies;

5.2.7 Provide coverage for natural accreditation services in those economies where an natural accreditation body does not exist;

5.2.8 Seek consensus among members on relevant accreditation and certification or similar issues;

5.2.9 Encourage support for, and participation in, natural conformity assessment activities of relevant international natural bodies;

5.2.10 Encourage and facilitate the adoption and implementation of natural standards, guidelines and application documents that have been developed by relevant international natural bodies;

5.2.11 Develop recommendations for liaison with relevant international natural bodies;

5.2.12 Facilitate collaboration, cooperation and mutual assistance among members, by means including seminars, meetings of experts and the sharing of information and experiences,

5.2.13 Provide advice on matters related to accreditation of natural certification bodies or similar.

5.3 i-NAF will adopt programs to:

5.3.1 Harmonise the application of criteria for the operation of Natural Accreditation Body Members' natural accreditation programs, based on relevant international natural, halal natural standards and guides,

5.3.2 Harmonise, where relevant:

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5.3.2.a. Natural Certification procedures or similar and natural accreditation procedures and their implementation;

5.3.2.b. The contents of certificates of conformance and of competence; and

5.3.2.c. The definition of scope of natural accreditation;

5.3.3 Provide for the exchange of information between Natural Accreditation Body Members of i-NAF,

5.3.4 Provide for cooperation in the training of assessors and other personnel of Natural Accreditation Bodies,

5.3.5 Participate in regional and international meetings and conferences related to accreditation of natural certification bodies or similar;

5.3.6 Develop rules for peer evaluation for the i-NAF MLA, consistent with those of IAF, between Natural Accreditation Body Members, aimed at the signing by Natural Accreditation Body Members of a i-NAF MLA, declaring recognition by these Natural Accreditation Bodies of the equivalence of each other's natural accreditations,

5.3.7 Identify to ISO/IEC and other relevant standardisation bodies any perceived need for natural standards and natural guides related to accreditation of certification bodies or similar and to participate in the development of such standards and guides,

5.3.8 Establish and maintain liaison with the IAF, IHAF, AFRAC etc. with other regional groups of Accreditation Bodies, and with other relevant bodies, with the aim of ensuring harmonisation of policy, procedure, application documents, and mutual recognition of accreditations.

6 RIGHTS

To achieve the aims and objectives of i-NAF, each Member of i-NAF has the right to obtain non-confidential information on the operation of the accreditation programs of Natural Accreditation Body Members of i-NAF, and to participate in meetings and activities organised on behalf of i-NAF.

7 OBLIGATIONS

7.1 Each Member of i-NAF commits itself to the pursuance of the objectives, aims and tasks of i-NAF. In particular, the obligations of each Member of i-NAF include:

7.1.1 To endeavour to prevent unauthorised disclosure of any confidential information gained within i-NAF,

7.1.2 To participate actively in the work of i-NAF, with an obligation to vote, for those eligible to do so, on all questions formally submitted for ballot by the i-NAF Secretariat, to respond to surveys circulated to i-NAF Members and to participate, where possible, in i-NAF meetings,

7.1.3 To pay each year membership fees approved by the General Assembly of the i-NAF,

7.1.4 To make available on request to i-NAF its rules, objectives, aims, membership and other appropriate documentation.

7.2 The obligations of each Natural Accreditation Body Member include, in addition to those



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in 7.1:

7.2.1 To operate its accreditation programs in conformance with relevant ISO/IEC Standards and Guides as adopted by i-NAF,

7.2.2 To make available on request to the other Natural Accreditation Body Members current documents describing the operation of its natural accreditation programs,

7.2.3 To promote the international acceptance of natural certificates issued by the natural certification bodies or similar accredited by Natural Accreditation Body Members that are signatories to the i-NAF MLA.

8 BREACHES OF THE OBLIGATIONS OF THE MOU

8.1 A Member of i-NAF that does not uphold its obligations under this MoU shall have its membership suspended for 3 months as per the conditions outlined in the i-NAF Bylaws.

8.2 A Member of i-NAF that has not fulfilled its obligation to vote on at least two thirds (2/3) of ballots within a 12 month period, may have its membership suspended for 3 months as per the conditions outlined in the i-NAF Bylaws.

8.3 A member who repeatedly breaches the requirements of Clause 7 above may have their membership terminated following a ballot of the General Assembly.

8.4 Should a body wish to reinstate its membership of i-NAF after termination, it shall apply as a new Member and the application shall be processed in the normal way. Reinstatement of membership may be subject to the settlement of any outstanding debts that were due at the time membership was terminated

9 i-NAF GENERAL ASSEMBLY

9.1 The i-NAF General Assembly is the highest decision-making element of i-NAF. It ensures that the work of i-NAF is carried out according to its objectives and aims.

9.2 The i-NAF General Assembly consists of:

9.2.1 One Delegate appointed by each Full Member,

9.2.2 One Delegate appointed by each Association Member,

9.2.3 The i-NAF Board Chairman and the i-NAF Vice-Chairman.

9.3 The General Assembly shall meet in person at least once a year. However it may also conduct its business by email or letter ballot. The General Assembly has a quorum when Delegates representing two thirds (2/3) of the Full Members are present.

9.4 Each Full Member Delegate is entitled to one vote. However in those circumstances where more than one Full Member is drawn from a single economy, a single vote shall be exercised by the collective Delegations from that economy.



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9.5 Each Association Member Delegate, regardless of category of Association Membership, is entitled to one vote, with the exception that if more than one Association Member is drawn from a single category of Association Members, a single vote shall be exercised by the collective Delegations from that category of Association Members.

9.6 If, after clause 8.4 has been applied, the total number of votes cast by Associate Member Delegates, in any capacity, still exceeds one third of the number of votes cast by Full Member Delegates, the value of the votes of Associate Member Delegates shall be reduced so that the total value of the votes of Associate Members shall be one third the value of the votes cast by Full members.

9.7 Delegates may be supported by others at i-NAF General Assembly meetings.

9.8 A Member whose delegate is unable to be present at a meeting may give written authority to an Alternate or to another Delegate to vote on its behalf. Votes are not otherwise transferable.

9.9 The General Assembly shall elect its Chairperson and Vice-Chairperson from its Full Member delegates. The Chairperson and Vice-Chairperson shall be elected to serve for a period not to exceed three years. A Delegate may not serve in any one position as Chairperson or Vice-Chairperson for more than two successive three-year periods. Any Member whose Delegate is elected as Chairperson or Vice-Chairperson may appoint another Delegate as its representative, to vote on behalf of that Member.

9.10 The General Assembly shall attempt to reach conclusions by consensus. If a consensus cannot be reached, decisions shall be based upon two-thirds majority of a vote for which only positive and negative votes will be counted to determine the decision and vote of abstentions will only contribute to the quorum, However, if due notice of the intention to reach a decision was not given in the agenda, or the matter at issue was not included in papers for the meeting, any Delegate present may require that the decision be deferred to a subsequent meeting or, if the General Assembly agrees, be reached by a letter or email ballot.

9.11 The General Assembly shall investigate all complaints initiated by a Full Member or Association Member or Associate Member on denial of rights as specified in Section 6 or non-fulfilment of obligations, as specified in Section 7 of this MoU, and shall take appropriate action.

9.12 The General Assembly shall decide and document its own rules of procedure on any remaining matters.

10 ACCREDITATION COMMITTEE (EXECUTIVE COMMITTEE)

In furtherance of the objectives, aims and tasks of i-NAF, its policy and management shall be implemented by an Accreditation Committee between the meetings of the General Assembly. The Accreditation Committee shall conduct its duties as defined by the General Assembly and published in i-NAF NPG 5.



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11 OTHER COMMITTEES

Terms of reference for any other committees appointed by the i-NAF General Assembly are contained in i-NAF NPG 5.

12 MULTILATERAL RECOGNITION ARRANGEMENT

Rules for the i-NAF Multilateral Recognition Arrangement (MLA) are contained in i-NAF NML 1.

13 VALIDITY OF MEMORANDUM OF UNDERSTANDING

13.1 This MoU may be amended by agreement of at least two thirds (2/3) of the i-NAF Members, provided that 2 months prior notice of the amendment has been given to all i-NAF Members.

13.2 If a i-NAF Member intends to terminate its participation in this MoU, the Member shall notify the Chairperson of the i-NAF General Assembly of its intention not later than three months prior to the intended termination date.

13.3 Questions of interpretation of this MoU shall be resolved by the General Assembly.

13.4 This MoU consists of ten (10) pages. All Signatories to the MoU are listed in a separate i-NAF document.

13.5 This MoU does not create any binding legal effect but the Signatories are expected to implement it in good faith. Members retain autonomy in their own operations.