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IAAO 145

INTERNATIONAL ASSOCIATION OF ASSAY OFFICES

MEMORANDUM OF UNDERSTANDING

1. Constitution

1.1 The Assay Offices on behalf of whom this memorandum of Understanding has been signed declare their common intention to participate in the technical co-operation in the International Association of Assay Offices, IAAO.

1.2 IAAO, consisting of the Heads or nominated representatives, of any authorised Assay Office ensures that specific tasks are pursued in accordance with the objectives of the IAAO.

Observer status may be given to other relevant organisations.

1.3 The IAAO shall meet at least once a year.

2. Aim

To maintain a high level of consumer protection and promote fair trade in precious metal articles.

3. Objectives and Tasks

3.1 OBJECTIVES

The objectives of the IAAO are :

3.1.1 To develop and maintain mutual confidence between Assay Offices.

3.1.2 To achieve and maintain the equivalence and harmonisation of precious metal control and marking activities taking into account the relevant guidelines.

3.1.3 To identify any special features in the precious metal field which need to be reflected in the control and marking framework.

- 3.1.4** To organise the exchange of information about precious metal control and marking applied to national and local level.
- 3.1.5** To identify, and discuss, technical or administrative barriers to trade in the field of precious metals.
- 3.1.6** To promote consistency of interpretation and application of normative documents and to propose actions to facilitate implementation.
- 3.1.7** To identify specific technical problems which might form the subject of collaborative projects
- 3.1.8** To maintain working links with all relevant bodies and promote the infrastructure relating to harmonisation for control and marking in the precious metal field.
- 3.1.9** To debate trends and establish criteria for the scope of precious metal control and maintain channels for a continuous flow of knowledge.

3.2. TASKS

Members shall perform such tasks as are decided by IAAO. These tasks may include the following:

- 3.2.1** Organise inter-laboratory tests comparisons.
- 3.2.2** Establish relevant expert working groups in specific fields in precious metal control field.
- 3.2.3** Disseminate appropriate information.

4. Rights

In order to achieve the objectives of IAAO each Assay Office on behalf of whom this memorandum has been decided shall have the following rights:

- 4.1** To request information on the operation of the other Assay Offices.
- 4.2** To participate in expert working group meetings organised on behalf of the IAAO.
- 4.3** To participate in IAAO inter-laboratory tests and if appropriate to organise such exercises.
- 4.4** To request reports and results of evaluation, compliance assessment, and verification relating to fineness and analytical methods.

5. Obligations

Any Assay Office on behalf of whom this Memorandum has been signed commits itself to the pursuance of the aim, objectives and tasks of IAAO. In particular the obligations are :

- 5.1** To make available to other participants on IAAO activities on reasonable request its current non-confidential working documents, and details of new improvements introduced.
- 5.2** To keep secret and confidential any and all confidential information including reports and test results supplied by other members and official observers (“Confidential Information”) and will not use nor disclose the same other than for the purposes of which such Confidential Information was provided to the members of the IAAO. Where disclosure is made to any employee, consultant or agent, it will be done subject to obligations equivalent to those set out in this clause 5 and each member will be responsible to the other in respect of any disclosure or use of such secret or Confidential Information by a person to whom disclosure is made.

These obligations of confidentiality will not extend to any matter which is in or becomes part of the public domain otherwise than by reason of a breach of this obligation of confidentiality, or which a member can show was in its written records prior to the date of disclosure of the same by another member, or which it receives from a third party independently entitled to disclose it, or which it is required by law or regulatory authority to disclose.

The provisions of this clause 5.2 shall continue in full force and effect in the event of termination or expiry of this Memorandum of Understanding including but not by way of limitation where an Assay Office terminates its participation in the IAAO or ceases to participate in the IAAO for whatever reason .

6. Validity of Memorandum of Understanding

- 6.1** This Memorandum of Understanding shall immediately come into authorised operation. It shall remain open upon invitation for signature on behalf of authorised Assay Offices.
- 6.2** This Memorandum of Understanding may be amended at any time by arrangement between the Assay Offices subject to their being dissent by no more than one fourth of them.
- 6.3** If an Assay Office on behalf of whom this Memorandum of Understanding has been signed, for any reason whatever, intends to terminate its participation in IAAO, the Assay Offices shall notify the Chairman of IAAO of its intention not later than three months beforehand.
- 6.4** Save for the provisions of clause 5.2 which is binding, this Memorandum of Understanding is of an exclusive recommendatory nature. It does not create any binding or legal effects on the bodies on behalf of whom this Memorandum of Understanding has been signed.

7. **FEES**

An annual fee is payable according to membership status. Such fees are payable by each organisation, irrespective of the number of Assay Offices in that organisation.

The annual fee payable is to be recorded in the appropriate Summary Record.

SIGNATURE

DATE

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SIGNED ON BEHALF OF:

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ADDRESS:

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COUNTRY: