**Mutual Cooperation Agreement between EGEA & CITA**

(draft rev.2016 06 14)

The European Garage and test Equipment Association (EGEA) and the International Motor Vehicle Inspection Committee (CITA) recognize that the two organizations have a number of common interests and objectives. EGEA and CITA wish to work together more closely to better support their respective members’ interests, with the common goal of improving road safety while protecting the environment.

The premises of this Mutual Cooperation Agreement are:

* EGEA and CITA have many common interests, including members, policy concerns, legislative requirements, technical and scientific focuses.
* EGEA and CITA have synergies on the scientific, professional and technical level at European and International levels.
* The objectives and values of both organizations are aligned in many aspects.

EGEA and CITA agree that the mutual best interests of members of both organizations will be well served by:

* Improved understanding of long-term objectives;
* Sustained contact among volunteer leaders and staff of both associations;
* Enhanced communication on technical and governmental matters ; and
* Joint projects that serve the activities and objectives of both organizations.

In support of these objectives, EGEA and CITA agree to the following:

1. Committees, commissions, working groups and interest groups shall be encouraged to exchange information as appropriate. When desirable, representatives of both organizations shall pursue regular exchanges or may designate representatives to the other organisation’s working groups. Only after a joint project is agreed for work plans developed by either organization, will these plans be shared with the other to improve communications and to facilitate decisions.
2. Both organisations shall be alerted for opportunities to work jointly on projects of mutual interest or benefit. Such opportunities could include joint research and development, special conferences, education and training, policy statements, meetings, technical documents or business development with the shared objective of increasing common understanding of road safety issues and concerns among EU/international officials, Member States, technical experts, industry members and customers.
3. The Board of Directors of EGEA and the Bureau Permanent of CITA shall maintain regular communication and shall be responsible for the successful implementation of this agreement. This agreement, while not meant to be comprehensive, establishes an agreed-upon disposition on the part of EGEA and CITA to examine opportunities for mutual benefit.
4. Obligations of the organisations: It is specifically agreed that the organisations’ responsibilities under this Agreement are limited to the terms of this Agreement and neither organisation shall have any other responsibilities or obligations. It is further agreed that neither Party shall have any legal or financial liability with respect to this Agreement.
5. Term: The term of this Agreement shall be for (not to exceed) three years and may be extended with the written consent of both organisations. Either organisation may terminate this Agreement at any time and for any reason on six months prior written notice to the other organisation.
6. Publications and Confidentiality: All materials produced or developed (whether finished or unfinished) pursuant to the terms of this Agreement shall become the joint property of the organisations. The organisations shall jointly own all title, copyright, ownership and other rights in any such materials. The organisations reserve for themselves, jointly, the exclusive right to print, publish, reproduce, lease, copy and distribute the materials produced or developed (whether finished or unfinished) and illustrations, extracts or excerpts from the materials in their own names throughout the world without limitation as to territory or language. Documents and information jointly agreed as confidential shall not be distributed outside of either organisations’ Committees, working groups and interest groups.
7. Logo: Each organisation agrees not to use the logo of the other organisation for any promotional or commercial purpose or any for any other purpose without the prior written consent of the other organisation.
8. Entire Understanding: this Agreement constitutes the entire understanding between the organisations hereto and no modification or amendment thereof will bind either party unless it shall be in writing and signed by persons authorized to bind both parties to the Agreement.

This Agreement of Mutual Cooperation (“Agreement”) is made on the xxxx of xxxx 2016, by and between EGEA, the European Garage and test Equipment Association, and CITA, the International Motor Vehicle Inspection Committee, further denoted in the text as “the “Parties.” The Parties intend to engage in technical cooperation on matters of mutual interest and concern, including cooperation in the scientific and technical fields improving road safety.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

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Signature Signature

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