

 Irish National Accreditation Board**AGREEMENT**

between

THE ENVIRONMENT AGENCY

and

THE IRISH NATIONAL ACCREDITATION BOARD

on

THE ACCREDITATION OF ORGANISATIONS CARRYING OUT ACTIVITIES TO THE ENVIRONMENT AGENCY'S MCERTS PERFORMANCE STANDARDS

Agreement made on the

between

(1) The Environment Agency

and

(2) The Irish National Accreditation Board (INAB)

1 Background

- 1.1 The Environment Agency (EA) has established its Monitoring Certification Scheme: MCERTS to deliver quality environmental measurements. The scheme provides for the product certification of instruments, the competency certification of personnel and the accreditation of organisations based on international standards.
- 1.2 Accreditation of an organisation to an international standard for the MCERTS performance standard demonstrates that it operates a quality system, is technically competent, and is able to generate technically valid results that meet the requirements of the specific MCERTS performance standard.

2 Definitions

In this Agreement:

“MCERTS performance standard” and “MCERTS standard” is the MCERTS standard as detailed in the accompanying annex to this Agreement (the latest versions of these standards can be found on the EA’s web site at www.mcerts.net)

Agreement INAB and Environment Agency

Issue No: 1

Issued: November 2020

Page 1 of 4

Terms and conditions

3 INAB obligations

3.1 Irish National Accreditation Board (INAB) shall provide the EA with a list of people it will or may consider using as:

- (a) assessors;
- (b) lead assessors;

for assessment of organisations to a MCERTS performance standard during each calendar year no later than 30 November of the proceeding year. The list shall include details of their qualification to perform assessments independently. INAB shall inform the EA of any changes to this list as and when they occur e.g. if details of new assessors are added to the list after 30 November. The EA confirms that it will retain and process any personal data included in the list only for the purpose of satisfying itself of the suitability of proposed assessors and will return or destroy any such data when no longer necessary for that purpose.

3.2 INAB agrees to assess organisations to the requirements of the relevant international standard for the specified EA's MCERTS performance standard, the MCERTS standards and their relevant international standards are detailed in annex 1 of this Agreement. INAB shall meet the assessment and accreditation requirements specified in Schedules associated with this Agreement.

3.3 INAB shall ensure that any agreement between INAB and an organisation seeking accreditation to a MCERTS standard includes provision for the Organisation to provide the EA with:

- (a) details of any application for such accreditation;
- (b) a copy of any report made by the INAB assessment team in relation to that application;
- (c) details of any decision or conclusion reached by INAB in relation to that application;
- (d) general observations on the performance of the organisation where specific aspects do not satisfy the requirements in the MCERTS performance standard;
- (e) details of any suspension, revocation or voluntary withdrawal of accreditation; and
- (f) details of any [major] nonconformity discovered on accreditation assessment to the MCERTS standard and the steps taken to correct it.

3.4 INAB shall provide the EA in writing with full information about each of the matters referred to in sub paragraphs (e) and (f) of condition 3.3 within 28 days of the details becoming known to INAB.

3.5 INAB shall provide the EA with full information about each of the matters referred to in sub paragraphs (a) to (d) of condition 3.3 within 28 days of receiving the request from the EA.

- 3.6 INAB shall when requested collaborate with the EA in the production of MCERTS guidance for assessors and organisations.
- 3.7 INAB and the EA will treat all information obtained in the course of the accreditation process as confidential and shall only share it between themselves. INAB and the EA will not release information to a third party, unless required by law to do so.
- 3.8 INAB shall meet the EA periodically to discuss the operation of the Agreement and related matters.

4 EA obligations

- 4.1 The EA shall inform INAB in writing of any objections it has to the use of any assessors within 21 days of receiving the list from INAB.
- 4.2 Where INAB require further clarification of any EA documents, the EA will on request provide INAB with clarification in as far as is reasonably practicable.
- 4.3 The EA shall be entitled to use any of the information supplied by INAB in accordance with this Agreement as part of their regulatory duties.
- 4.4 The EA shall treat all information obtained from INAB as confidential and shall not release any information so obtained to a third party without the prior permission of INAB.
- 4.4 The EA shall retain the right to carry out their own inspections and investigations and act upon their findings for organisations accredited to international standards for a MCERTS standard.
- 4.6 The EA shall provide INAB with written evidence of any perceived contravention of an international standard for a MCERTS performance standard by an accredited organisation, unless the matter is either the subject of legal proceedings or is a part of an active investigation of a possible offence. In such cases the EA will enter into discussion with INAB at the earliest opportunity following completion of the legal proceedings or investigation.
- 4.7 The EA shall meet INAB periodically to discuss the operation of the Agreement and related matters.

5 Liabilities

- 5.1 The EA shall not be liable to INAB for any loss or damage including injury to reputation suffered by INAB as a result of any EA activities or reports.
- 5.2 INAB shall not be liable to the EA for any loss or damage including injury to reputation suffered by the EA as a result of any INAB activities or reports.

6 Costs and expenses

All parties shall be responsible for their own costs and expenses incurred as a result of this Agreement.

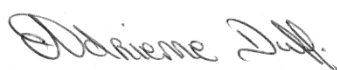
7 Miscellaneous

- 7.1 The Annex to this Agreement and the Supplementary Schedules listed in it are part of this Agreement.

- 7.2 Subject to agreement between the function at INAB responsible for managing the accreditations of organisations relevant to the MCERTS Schemes and the function at the EA responsible for the management of MCERTS:
- The Annex to this Agreement may be revised to include new or revised Supplementary Schedules.
 - The Supplementary Schedules may be revised to take account of changes in the MCERTS schemes.
- 7.3 Any new or revised Supplementary Schedules must meet the requirements of this Agreement.
- 7.4 INAB and the EA shall inform each other in writing of any changes in legislation or their procedures that may affect this Agreement, within seven days of the change being known.
- 7.5 The terms of this Agreement may be varied by the agreement of both parties in writing.

8 Termination

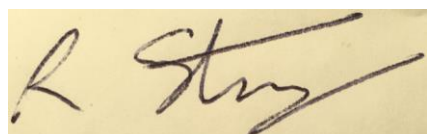
Either party may terminate this Agreement by giving the other three months written notice.



26/11/2020

.....
Dr Adrienne Duff
Programme Manager
The Irish National Accreditation Board

.....
Date



24/11/2020

.....
Rupert Standring
Senior Adviser
Environment Agency

.....
Date