



COLLABORATION ARRANGEMENT

between the

**DIRECTORATE GENERAL JOINT RESEARCH CENTRE OF THE
EUROPEAN COMMISSION**

and the

EUROPEAN CO-OPERATION FOR ACCREDITATION

The Institute for Reference Materials and Measurements of the European Commission Directorate for Joint Research Centre (hereinafter referred to as “IRMM”), represented for the purpose of signing this Collaboration Arrangement, hereinafter referred to as “Arrangement” by Dr. Alejandro HERRERO MOLINA, Director,

providing the practical implementation of this collaboration agreement on behalf of :

The Directorate General Joint Research Centre of the European Commission (hereinafter referred to as “DG JRC”), represented for the purpose of signing this Collaboration Arrangement, hereinafter referred to as “Arrangement” by Dr. Roland SCHENKEL, Acting Director General,

and

The European Co-operation for Accreditation (hereinafter referred to as “EA”), represented for the purpose of signing this Collaboration Arrangement by the Chairman of EA, M. Daniel Pierre, hereafter referred to as “the Party” or collectively as the “the Parties”,

desire to enter into a collaboration agreement concerning the demonstration of the reliability and comparability of chemical measurements via Interlaboratory Comparisons and Training in Metrology in Chemistry,

WHEREAS:

1. A formal “letter of intent for co-operation” was signed by the Chairman of EA, M. D. Pierre, and the Director of the European Commission’s Directorate General Joint Research Centre (DG JRC) Institute for Reference Materials and Measurements

(IRMM) at that time, Prof.Dr. M. Grasserbauer, in the beginning of 2001¹. In the meantime the scope of the collaboration has broadened. Therefore EA and the DG JRC wish to formalise their collaboration agreement covering nowadays various aspects from providing interlaboratory comparisons up to training assessors in the field of Metrology in Chemistry.

2. Accreditation means recognition of competence – mainly specific technical competence. The European network of National Accreditation Bodies is there to ensure the harmonised performance of national Accreditation Bodies (NABs) throughout the European Economic Area. EA activities are also well recognised by the European Union and the Commission as most governments rely on accreditation in the frame of their notification procedures. Accreditation is a cornerstone of the European Acquis Communautaire regarding technical infrastructure. Particularly accreditation plays a key role in the recent "Council Resolution of 10 November 2003 on the Communication of the European Commission, Enhancing the Implementation of the New Approach Directives". This legislation in preparation deals with the new approach to technical harmonisation and standards, the Global Approach to conformity assessment and on the role of standardisation in Europe.
3. By supporting EA, the IRMM on behalf of the DG JRC assists in intensifying the dialogue with regulators to reinforce confidence in accreditation and at the same time supports EA in monitoring the efficiency of the EA-MLA (Multilateral Agreement) in view of international comparability of measurement results (ILAC Mutual Recognition Arrangement).
4. Through joint efforts of EA and the IRMM, on behalf of the DG JRC, support to relevant policy implementation is provided to the mutual benefit of both organisations and the achievement of their objectives and respective missions.

HAVE AGREED AS FOLLOWS:

ARTICLE 1 – OBJECTIVES OF THE ARRANGEMENT

- 1.1. The overall general objective of this Arrangement between EA and the DG JRC is to demonstrate the reliability and comparability of chemical measurements.
- 1.2. The previous will be mainly achieved by the following objectives of the Arrangement:
 - Promotion of reliable chemical measurements, e.g. by providing guidance in metrology in chemistry to accredited laboratories and assessors.
 - Supporting the integrated and harmonised approach in Europe with respect to requirements for the quality of chemical measurements. Enable the demonstration of measurement capabilities throughout the European and international measurement infrastructure by means of participation in Interlaboratory Comparisons - ILCs (such as the International Measurement Evaluation Programme - IMEP[®]) in areas requested by the customer.

¹ P. Taylor, K. Brinkmann, I. Papadakis, L. Cortez, M. Bednarova, Y. Aregbe, Accred.Qual.Assur (2002), 7, No. 4, 168

- In support of customer needs organisation of IMEP ILCs using traceable reference values obtained in terms of high quality measurements applying the principles of metrology.
- The IRMM, as a signatory of the CIPM-MRA, is well placed to provide external reference values in interlaboratory comparisons. Such values are linked with international reference measurement service providers. This is a unique tool for accredited laboratories all over Europe and, in case needed, to define measures for improvement. Accredited laboratories will use the results to demonstrate their performance to the NABs.
- The sustained contribution of the IRMM in this regards is having a highly positive impact on European measurement capabilities, an issue that is even more relevant in considering the new Member States. IMEP[®] therefore enables to assess the equivalent implementation of Directives across an enlarged EU.
- Organisation of special Training in Metrology (TrainMiC) courses for EA technical and lead assessors. Giving laboratories, selected by their NABs, the possibility to participate in IMEP-EDUCATIONAL activities as a follow-up of participation in an IMEP ILC.
- Familiarise accredited laboratories with proficiency testing schemes that provide reference values

1.3. In order to achieve fully the objectives of this Arrangement, EA and the IRMM will take the following actions:

1.3.1. Practical implementation of ILC provided by IRMM for EA accredited laboratories

Tasks of IRMM:

- IRMM, on behalf of the DG JRC, will provide the practical implementation.
- IRMM will set up new IMEP ILCs related to relevant legislation in trade, industry needs, food safety, health, consumer protection or environment depending on customer needs provided for EA. Evaluation of measurement performance is done not only with respect to the reported value, but also to the reported uncertainty. In this sense IRMM provides a tool for accredited laboratories to evaluate their performance within the accreditation process.
- After completion of the ILC, IRMM provides EA with a report including besides other information the results of the nominated laboratories with their z -scores and E_n -numbers. Additional information will be given in an undisclosed way to EA about the performance of all laboratories with a self-declared accreditation status.

Tasks of EA:

- IRMM ILCs related to relevant legislation depending in customer needs provided for EA accredited laboratories need to be discussed and approved by the EA/LC

- The procedures for participation of laboratories nominated by the NABs were approved by IRMM and the other members of the recently established EA/LC Working Group for Interlaboratory Comparisons in the field of testing. The specification of “fit for purpose” criteria for satisfactory performance prior to the execution of each ILC will also be discussed and agreed on in this WG
- Accredited laboratories need to meet the requirements, of providing reliable measurement results within uncertainties according to the ISO/IEC 17025 standard. IMEP ILCs serve as a special tool for accredited laboratories to ensure compliance with ISO/IEC 17025,
- The EA/LC Working Group for Interlaboratory Comparisons in the field of testing will also inform IRMM about the needs of European NABs for future ILCs.
- EA will give recommendation to accredited laboratories to participate in proficiency testing schemes that provide reference values and ask the participants to report a measurement result with uncertainty. Encouraging commercial PT providers to provide such PT schemes.

1.3.2. Practical implementation of training activities

Tasks of IRMM:

- Organisation of Training in Metrology (TrainMiC) courses focusing on the needs of EA technical and lead assessors in view of harmonisation and improvement of the knowledge in Metrology in Chemistry
- Possibility of participation of selected laboratories with non-satisfactory measurement performance in IMEP-EDUCATIONAL “learning from mistakes” activities (IMEP-EDUC) as assistance to the implementation of corrective actions. The experience and learning steps made will be published on the IMEP-EDUC web-site respecting the confidentiality principles. The implementation of corrective actions as requested by the standards gives a direct educative input to all other participants in the above mentioned ILCs aiming at the improvement of measurement performance.

Tasks of EA:

- In the EA/LC Working Group for Interlaboratory Comparisons in the field of testing the outcome of the EA-IRMM ILCs and the comments from accreditation bodies are discussed. As a conclusion necessary follow-up activities to support the EA-MLA are proposed

- 1.4. In case of joint projects consistent with Article 1.3., the Parties shall, prior to starting work and on a case-to-case basis, conclude in advance and in accordance with the existing regulations, a specific written agreement setting up the arrangements related to the joint project. These agreements will cover technical, legal (including the responsibilities of each Party and intellectual property rights) and financial aspects as far as necessary.

ARTICLE 2 - RESPONSIBILITIES OF PARTIES

Each Party will normally be responsible for its own personnel in activities undertaken pursuant to this Arrangement.

When it is necessary for staff members from EA or the IRMM to participate for brief periods in carrying out programmes, projects or activities being implemented by the other Party consistent with the provisions of Article 1.3., the Parties will conclude a separate contract as regards the seconding of their staff to address the regulation of their mutual rights and obligations, the conditions of co-operation to be provided by said staff-members, and the terms under which the IRMM and EA are authorising their respective staff members to participate. Staff members involved in exchange programmes or projects will comply with the rules and working conditions of the host institution.

The host Party will assist as much as possible in meeting the personal and professional needs of the visitor, including access to institutional facilities, within the context of the regulations in force at the host site.

ARTICLE 3 – EA Laboratory Committee WG for ILCs in the field of testing

- 3.1. IRMM shall be represented as a permanent member of the recently established EA/LC Working Group for Interlaboratory Comparisons in the field of testing. The WG meets approximately twice a year. Part of the schedule of these meetings shall be to evaluate past activities, develop detailed plans for future co-operative projects, and discuss any matter concerning the functioning of this Arrangement. To this end, EA and IRMM will each designate a person to serve as its main contact with responsibility for planning and co-ordinating matters. These co-ordinators will also be free to nominate any other members to represent them or to attend meetings. The meetings are prepared by the co-ordinators.
- 3.2. The co-ordinator for the IRMM shall be: Dr. Yetunde Aregbe, European Commission, DG Joint Research Centre, Institute for Reference Materials and Measurements, Isotope Measurement unit, Retieseweg 111, B-2440 Geel, Belgium.

The co-ordinator for EA shall be the convenor of EA/LC WG for ILCs in testing.

All notifications and correspondence under this Arrangement shall be sent to the co-ordinators or in case there is direct communication needed between the DG JRC and the EA LC the co-ordinators shall be copied on this communication.

Parties shall communicate to each other in writing any changes with regard to the officials above mentioned.

ARTICLE 4 – FUNDS

- 4.1. All activities conducted pursuant to this Arrangement shall be subject to the availability of appropriate funds, personnel and other resources as well to the applicable laws and regulations, policies and programmes of each Party.
- 4.2. Each Party shall bear the cost of any expenditure it incurs relating to the performance of its tasks under this Arrangement.
- 4.3. Mission expenses for staff will be funded by their respective Parties.

ARTICLE 5 – PROTECTION OF DATA, INFORMATION AND INTELLECTUAL PROPERTY

- 5.1. During the term of this Arrangement and for a period of one (1) year following its termination, neither Party shall make publicly available or present any information resulting from the activities conducted pursuant to this Arrangement or transmit the results of any such activities to any third party, any non-Member State or any persons, bodies and undertakings that are not engaged in research or production activities in the territory of a Member State of the Community that justify access to such results, without ensuring that the identity of laboratories or persons participating in this activity is not disclosed. The collaboration and contribution of the other Party shall be acknowledged in the publication or communication concerned.

ARTICLE 6 – LIABILITY

- 6.1. Any loss, damage or injury of non-nuclear origin suffered by one Party in connection with the performance of this Arrangement shall be borne exclusively by it.
- 6.2. Each Party shall be exclusively liable for any loss, damage or injury of non-nuclear origin caused by its personnel to third parties in their facilities, arising out of the performance of the Arrangement.
- 6.3. Each Party shall indemnify the other Party for all liability in respect of any action for damages brought by third parties and caused by their respective personnel.

ARTICLE 7 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 7.1. As this Arrangement does not provide for executing of projects, the specific agreements required pursuant to Art. 1.4. for individual projects may specify the applicable governing law on the basis of the country where the largest part of the work is done.
- 7.2. In case of dispute or difference between the Parties arising out of, or in connection with this Arrangement, the Parties hereto shall settle it by mutual agreement. Such effort shall be deemed to have failed when one of the Parties so notifies the other in writing.

ARTICLE 8 – ENTRY INTO FORCE AND DURATION

- 8.1. This Agreement shall enter into force on the date of its signature by the last Party and is concluded for a period of five (5) years from said date. This Agreement may be extended or amended only by written agreement signed by the duly authorised representatives of both Parties.
- 8.2. Either Party may terminate this Agreement at any time upon three (3) months prior written notice to the other Party giving justifiable reasons for doing so, including where research programmes and budget allocations are no longer compatible with the continuation of the working relationship, procedure and/or work programme. Activities in progress on the date of such written notice and the rights and obligations ensuing from them shall proceed to completion, unless the Parties otherwise agree in writing.
- 8.3. The Parties shall evaluate the implementation of this Arrangement after it has been in effect for two and one-half (2.5) years. On the basis of this evaluation, the Parties may make modifications for the purpose of better fulfilling the objectives of this Arrangement.

ARTICLE 9 – CONFIDENTIALITY

- 9.1. The Parties undertake to keep confidential any information, document or other material communicated to them as confidential or the disclosure of which may be prejudicial to the other Party, until, or unless, the content legitimately becomes publicly available through other parties or through work or actions lawfully performed outside, and not based on activities under this Agreement, or has been made available to the disclosing Party by another party without any confidentiality restrictions.
- 9.2. Confidentiality of information exchanged in connection with this Agreement shall be maintained for a period of five (5) years following the termination of this Agreement.
- 9.3. The IRMM final report to EA after the completion of an ILC is confidential to IRMM, the EA WG for ILC in testing, the EA Laboratory Committee and the NABs that nominated laboratories for participation in the specific ILC. Besides that, each Party shall have the right to the free use of any information resulting from the activities conducted pursuant to this Arrangement for their own purposes, subject to Article 5.1.

ARTICLE 10 – SUB-CONTRACTS

- 10.1. A Party may, with the prior and express written agreement of the other Party, sub-contract the logistic or research work in whole or in part.
- 10.2. A Party sub-contracting a part of the research work shall remain bound by its obligations to the other Party under this Agreement.

All parties appreciate the high quality co-operation during the past years and will continue this close relationship between the organisations.

Done in Geel in two originals in the English language ,

**EUROPEAN CO-OPERATION FOR
ACCREDITATION**

**EUROPEAN COMMISSION
JOINT RESEARCH CENTRE**

BY:

BY:

Mr. Daniel Pierre
Chairman of the European
Co-operation for Accreditation

Dr. Alejandro Herrero Molina
Director
Institute for Reference Materials
And Measurements

Geel, November 29th

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