

Memorandum of Understanding

Between



Taumata Arowai—the Water Services Regulator

And



The NZ mark of competence
Tohu Matatau Aotearoa

The Accreditation Council

Operating as International Accreditation New Zealand

As the appointed laboratory accreditation body under the

Water Services Act 2021

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1. Parties

- 1.1. The Parties to this Memorandum of Understanding (**MoU**) are
Taumata Arowai—the Water Services Regulator, a Crown entity established under s 8 of the
Taumata Arowai—the Water Services Regulator Act 2020 (**Taumata Arowai**)

and

The Accreditation Council, a Crown entity continued under the Standards and Accreditation
Act 2015 operating as International Accreditation New Zealand (**IANZ**).

2. Definitions

- 2.1. Terms defined in this MoU have the following meanings:

Term	Meaning
International Laboratory Accreditation Cooperation (ILAC)	<ul style="list-style-type: none">ILAC is the international organisation for accreditation bodies operating in accordance with ISO/IEC 17011 and undertaking the assessment and accreditation of laboratories under various international standards.For the purposes of this MoU the primary relevant standard for laboratories is ISO/IEC 17025.
Asia Pacific Accreditation Cooperation (APAC)	<ul style="list-style-type: none">APAC is the regional accreditation cooperation for the Asia Pacific region recognised by ILAC.IANZ is subject to international evaluations carried out on behalf of APAC.
Mutual Recognition Arrangement	<ul style="list-style-type: none">The arrangement means that IANZ endorsed test reports from IANZ accredited laboratories are accepted by accreditation bodies in signatory countries without further testing.

3. Background

- 3.1. The Water Services Act 2021 (**the Act**), s 73, places a duty on drinking water suppliers to use an accredited laboratory to analyse source water, raw water, and drinking water as part of any monitoring requirements in compliance rules or a drinking water safety plan.
- 3.2. Laboratories can become accredited under s 77 of the Act. Taumata Arowai may appoint a laboratory accreditation body under s 74 to accredit applicants to perform the functions of a laboratory that analyses source water, raw water or drinking water.
- 3.3. On 15 November 2021 Taumata Arowai appointed IANZ under section 74(1)(a) of the Act as the laboratory accreditation body for laboratories seeking to obtain and maintain accreditation to undertake analysis of source water, raw water and drinking water.

- 3.4. Under Schedule 1 Transitional, savings and related provisions of the Act, a laboratory recognised by the Director-General of Health under section 69ZY of the Health Act 1956 immediately before the commencement date is an accredited laboratory for the purposes of section 73 of the Water Service Act until the earlier of the following:
 - i. the date on which the laboratory is accredited under section 77 of the Water Services Act
 - ii. the date that is 3 years after the commencement date of 15 November 2021.
- 3.5. IANZ accredited laboratories under the IANZ Drinking Water Programme at the date this Notice comes into force will continue to be accredited.
- 3.6. Level 2 recognised laboratories complying with the Supplementary Criteria for Accreditation: MoH Register of Water Testing Laboratories (to become the Drinking Water Testing Laboratory Programme) will continue to be recognised for the purposes of the Water Services Act until 15 November 2024. At this point, these laboratories must be accredited under IANZ accreditation criteria requirements.

4. Purpose

- 4.1. The purpose of this MoU is to set out the roles and responsibilities of the Parties in relation to the accreditation and assessment of accredited laboratories undertaking analysis of source water, raw water and drinking water.

5. Objectives

- 5.1. The objectives of this MoU are to:
 - a. Support a collaborative approach within the legislated framework to ensure drinking water suppliers have access to accredited laboratories
 - b. Provide a forum to develop and maintain an understanding of the capacity and capability in the laboratory sector to meet the demand from drinking water suppliers
 - c. Ensure potential risks to each party are identified and adequately mitigated.

6. Roles and responsibilities

IANZ's role as the laboratory accreditation body in New Zealand

- 6.1. The Parties acknowledge that:
 - a. Under section 35(b) of the Standards and Accreditation Act 2015, IANZ (as part of the Accreditation Council) has a statutory function to:
 - i. 'establish and maintain accreditation schemes for conformity assessment bodies engaged in testing and inspection activities' and
 - b. IANZ performs these statutory functions by:
 - i. Maintaining signatory status to the ILAC Mutual Recognition Arrangement; that is, by operating accreditation schemes in accordance with internationally accepted standards;
 - ii. Implementing the requirements prescribed by Taumata Arowai by notice in the *Gazette* or as secondary legislation under the Act;

- iii. Assessing laboratories against the IANZ Accreditation Criteria as published on the IANZ website.

Taumata Arowai role as the water services regulator

- 6.2. The Parties acknowledge that:
 - a. Taumata Arowai was established as a Crown entity on 1 March 2021 pursuant to s 8 of the Taumata Arowai—the Water Services Regulator Act 2020. The objectives of Taumata Arowai in s 10 of that Act include to –
 - i. protect and promote drinking water safety and related public health outcomes; and
 - ii. effectively administer the drinking water regulatory system.
 - b. Taumata Arowai may, by notice in the *Gazette*, appoint a person as a laboratory accreditation body under s 74(1)(a), and may revoke the appointment at any time under s 74(1)(b) of the Act.
 - c. Taumata Arowai must, by notice, prescribe accreditation requirements relating to laboratories under s 75 of the Act. A notice made under this provision is secondary legislation and subject to publication requirements in accordance with the Legislation Act 2019.

Fees

- 6.3. The Parties acknowledge that:
 - a. As the accreditation body, IANZ may prescribe fees under s 76 of the Act.
 - b. The notice prescribing fees is secondary legislation under the Legislation Act 2019 and must be published in the *Gazette* and on the Taumata Arowai website. IANZ also publishes fee schedules on its website. IANZ may charge accredited laboratories for applications, assessments, investigations and for other services necessary to recover costs with providing accreditation services.

Register of accredited laboratories (Water Services Act 2021, section 82)

- 6.4. The Parties acknowledge that:
 - a. Taumata Arowai must keep and maintain a register of accredited laboratories under s 82 of the Act. The register will be held on the Taumata Arowai website.
 - b. IANZ will provide Taumata Arowai with information necessary to maintain the register as outlined in Schedule 1 to this MOU.
 - c. IANZ must notify Taumata Arowai when it grants, amends the scope of, renews, suspends, or revokes the accreditation of a laboratory within 7 working days under s 81 of the Act. Taumata Arowai must then make the appropriate changes to the register.
 - d. The manner of notification and agreed mechanism to update the register is set out in Schedule 1 to this MoU. The mechanism may change as agreed by the Parties, provided the Party initiating the change provides 3 months' notice to the other.
 - e. IANZ will keep its own register of laboratories accredited under the Drinking Water Testing Laboratory Programme for its own purposes.

Responsibility to accredit, suspend or revoke accreditation

- 6.5. The Parties agree that:
 - a. IANZ is responsible for accrediting laboratories under s 77 of the Act in accordance with the criteria for accreditation prescribed by notice under s 75 of the Act and making final decisions on suspension or revocation of accreditation under s 80 of the Act.
 - b. IANZ will notify Taumata Arowai if it has concerns about a laboratory that it believes could lead to suspension or revocation.
- 6.6. The Parties acknowledge that Level 2 recognised laboratories that were recognised by the Director-General of Health under s 69ZY of the Health Act 1956 may continue to provide laboratory services for up to three years after the commencement of the Act, subject to the requirements that existed prior to this MoU, until those laboratories become accredited.

Assurance

- 6.7. The Parties acknowledge that to assure Taumata Arowai of the quality of its services, IANZ will maintain membership of ILAC and APAC and continue to adhere to ILAC requirements, including but not limited to a regular international evaluation to ensure continuing compliance.
- 6.8. Copies of any evaluation reports, findings and IANZ's response will be provided to Taumata Arowai.

Joint responsibilities

- 6.9. The Parties agree to:
 - a. Work collaboratively to:
 - i. support the transition of the current Level 2 recognised laboratories to become accredited laboratories; and
 - ii. engage with the sector on future demand for analysis services from drinking water suppliers.
 - b. Support sharing of information that will build the capacity and capability of the sector with respect to accredited laboratories in the Drinking Water Testing Laboratory Programme, while maintaining appropriate confidentiality of laboratories.
 - c. Communicate openly with each other on matters that affect accredited laboratories to ensure the effective operation of this MoU and a 'no surprises approach'.
 - d. Subject to legal requirements, keep secure any confidential information provided for the purpose of this MoU and immediately advise the other Party if there has been unauthorised disclosure or use of any confidential information.

7. Administrative matters

- 7.1. Where operational processes are required to enable the efficient operation of this MoU, the details will be set out in a Schedule. These include:
 - a. Maintenance of Register of Accredited Laboratories

- b. Reporting timeframes
- c. Meeting timeframes.

8. MoU not binding

- 8.1. The Parties acknowledge that this MoU is intended as a statement of mutually agreed intentions in relation to an area of strong mutual interest. It is not intended to create legally enforceable rights or obligations. However, the Parties agree that they are bound in good faith to observe and perform their obligations as if they were legally enforceable.

9. Problem Resolution

- 9.1. The Parties' representatives will work together in good faith with a view to resolving any disputes or differences between the Parties in relation to the interpretation or performance of this MoU.
- 9.2. If the dispute or difference between the Parties cannot be settled after consultation between the Parties' representatives, it must be referred to the Chief Executive of Taumata Arowai and the Chief Executive of IANZ.

10. Review and Variation

- 10.1. This MoU may be reviewed at any time at the request of either party.
- 10.2. Agreed amendments of the MoU must be in writing and signed by persons authorised to sign agreements on behalf of the Parties.

11. Representatives

- 11.1. For the purpose of this MoU, the designated representatives, addresses and contact details for the operation of this MoU between the Parties are:

Taumata Arowai	International Accreditation New Zealand
Rob Gould Regulatory Delivery Manager rob.gould@taumataarowai.govt.nz 021 833 318	Anne Hofstra Senior Operations Manager 17025 Sector Programmes ahofstra@ianz.govt.nz 027 459 3302

- 11.2. If the designated representatives or contact details for the Party change, that Party will notify the other Party's designated representative of the change in writing within 10 working days.

12. Term

- 12.1. This MoU comes into force on 20 December 2021 and will continue in force until the appointment of IANZ as the laboratory accreditation body under the Act is revoked.
- 12.2. Either Party may amend the MoU by giving 3 months' notice to the other Party.

13. Approval

For International Accreditation New Zealand



Brian Young

Date 20 December 2021

Chief Executive Officer

For Taumata Arowai—the Water Services Regulator



Bill Bayfield

Date 15 December 2021

Chief Executive

Schedule 1: Maintenance of Register of Accredited Laboratories

1. Contents of register

- 1.1. The following details of each accredited laboratory will be included in the Register on the Taumata Arowai website:
- a. Full name of laboratory
 - b. Physical address
 - c. Postal address if different to physical address
 - d. Division
 - e. Field code
 - f. Phone number
 - g. Web address
 - h. Class of accreditation (i.e. Drinking Water Laboratory; Drinking Water Specialist Laboratory, Level 2 laboratory)
 - i. Accreditation number
 - j. NZBN number
 - k. Organisation number
 - l. Current status (accredited, suspended, withdrawn)
 - m. Date of last confirmation of accreditation/recognition
 - n. Schedule to the Certificate of accreditation (link to permanent url)

2. Mechanism to update register

- 2.1 Following the initial upload of the information listed in 1.1 for each of the accredited laboratories and Level 2 recognised laboratories under the Drinking Water Testing Laboratory Programme, IANZ will provide regular updates as follows:
- a. Format: send a .csv file to Sarah.Read@taumataarowai.govt.nz where there have been changes
 - b. Frequency: whenever there is a change to the laboratories accredited or recognised under the Drinking Water Testing Laboratory Programme within 7 working days of the change.
- 2.2 Taumata Arowai will not undertake any manual intervention of the .csv file process.
- 2.3 Taumata Arowai will not make any changes to the content on the Register unless directed in writing by IANZ. This is expected to be exceptional circumstances such as technology issues preventing the despatch of a .csv file and the file contains an update to suspend a laboratory.

3. Monitoring the integrity of the electronic update process

- 3.1 On a six-monthly basis, the Taumata Arowai Regulatory Coordinator will compare the Taumata Arowai register of accredited laboratories against the IANZ directory under the Drinking Water Testing Laboratory Programme.
- 3.2 The Regulatory Coordinator will request a list of Level 2 recognised laboratories from IANZ to enable the check to be completed. These laboratories do not appear on the IANZ directory.
- 3.3 The outcome of the integrity check will be reported to designated representatives.

Schedule 2: Reporting and Meetings

1. IANZ Reporting Obligations to Taumata Arowai

- 1.1 IANZ must provide the following reports to Taumata Arowai on the dates set out in Table one below:
 - 1.1.1 A summary of non-conformances, related to the validity of drinking water analysis identified during assessments or reported to IANZ (as set out in para 3.7 of the *Notice of requirements related to laboratories*).
 - 1.1.2 A summary of complaints received by IANZ relating to the validity of drink water analysis results.
 - 1.1.3 A summary of any appeals against IANZ decisions relating to the validity of drinking water analysis results.

Table one

Quarter	Date provided to Taumata Arowai
July – September	31 October
October – December	31 January
January – March	30 April
April – June	30 July

2. Operational Meetings

- 2.1 Representatives will meet following the receipt of the quarterly reports.
- 2.2 Taumata Arowai will schedule and minute the meetings.