



The PIPA and PCERT

Memorandum of understanding

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Title	The PIPA and PCERT Memorandum of Understanding		

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V1.00	20-07-2026	First Version – Authorised by CWW
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1 Background

1.1 PCERT Limited is a subsidiary of The PIPA Testing Scheme Limited. PCERT was established to enable a governance structure which is separate from PIPA and the PIPA Leadership Group (PLG), helping to reduce threats to impartiality in certification activities undertaken by PCERT.

1.2 To support resources and efficiency, The PIPA Testing Scheme Limited provides personnel to PCERT for the scheme administrator role and related administrative support for The PIPA Inspector Certification Scheme, in accordance with the current approved PCERT Service Level Agreement and PCERT standard operating procedures.

1.3 This Memorandum of Understanding (MoU) sets expectations between the two companies and the shared office team about what information may be shared, how confidentiality and data protection will be maintained, and how users of PCERT's services are informed about the way their information is handled across the two companies.

2 Partnership aims and objectives

2.1 The overarching aim of this partnership is to enable efficient use of resources in order to provide both economical savings, and to drive efficiencies within the processes.

2.2 Specific objectives are:

2.2.1 Enabling appropriate access to information across the two companies within defined rules and in line with the PCERT Privacy Policy, data protection legislation, and this MoU

2.2.2 Sharing personnel, infrastructure and administrative resources where this supports cost savings and efficient delivery without compromising impartiality, confidentiality, competence, or the integrity of PCERT's certification scheme

2.2.3 Providing timely responses to queries, complaints and scheme administration activities in line with the current approved PCERT standard operating procedures and any service expectations set out in the SLA

3 Partnership activities

3.1 Activities to be delivered by the partnership are:

3.1.1 PIPA providing suitable personnel to PCERT to carry out the scheme administrator role and administrative duties related to The PIPA Inspector Certification Scheme

3.1.2 PIPA receiving complaints relating to the certification of individuals and triaging whether each complaint falls within PIPA's own remit or within PCERT's remit

3.1.2.1 Where a complaint falls within PCERT's remit, PIPA will refer the complaint to PCERT for further consideration and must not close or reject the complaint on PCERT's behalf.

3.1.2.2 Complaints will be handled in line with the current approved PCERT complaints procedure, including PCERT008-100 where applicable.

3.1.3 PIPA and PCERT sharing information only where necessary and proportionate for scheme administration, complaint handling, audit, monitoring, or query resolution, and only in line with the PCERT Privacy Policy, data protection legislation and this MoU. The following stipulations ensure that information sharing is not excessive:

3.1.3.1 Information about PCERT applicants or certified persons must not be shared with the PLG unless the person is a member of PIPA and the sharing is necessary, lawful and consistent with the PCERT Privacy Policy

3.1.3.2 Non-PIPA members who undergo PCERT certification must not have identifiable information shared with the PLG

3.1.3.3 PCERT personnel and PIPA personnel supporting PCERT activities must ensure that information about applicants, certified persons, complaints, audit activity, risks and certification decisions is not shared in a way that would be unexpected, excessive, or inconsistent with the PCERT Privacy Policy

3.1.4 Conflicts of interest and impartiality matters will be handled in accordance with the current approved PCERT impartiality risk assessment and PCERT standard operating procedures, including the principles set out in the Public PCERT Impartiality Policy.

3.1.5 Where the PCERT standard operating procedures do not specify how a scenario should be handled, PIPA personnel supporting PCERT activities must escalate the matter to the appropriate Managing Director for review.

3.2 The timeframe for partnership activities will be ongoing until a change in circumstances means that this arrangement is no longer warranted or until the relevant agreement is terminated or amended. The partnership activities came into effect on 29th November 2024.

3.3 Activities will be reviewed at least annually, or sooner where a change in the certification scheme, referenced PCERT documents, service expectations, responsibilities, risks, or data sharing arrangements indicates that review is required.

4 Monitoring

4.1 All partners commit to ongoing monitoring with the aim of ensuring accountability against this MoU, the current approved SLA, PCERT standard operating procedures, privacy requirements, and impartiality controls.

4.2 Both organisations have identified a person responsible for the management of this MoU. They will liaise as required to keep this MoU up to date, confirm that referenced PCERT documents remain current and appropriate, identify emerging issues, and resolve questions that arise in the working relationship between the two organisations.

4.3 Where a potential breach of this MoU, the SLA, confidentiality, data protection, impartiality, competence, or certification scheme integrity is identified, the matter will be referred for appropriate management review. Where required, the organisations will agree corrective action, timescales and any necessary amendment to this MoU or the SLA.

5 Data Protection

5.1 Both organisations recognise their respective responsibilities as data controllers under data protection legislation, including the Data Protection Act 2018 and the UK General Data Protection Regulation. Both organisations will comply with any applicable data sharing code published by the Information Commissioner and with the PCERT Privacy Policy.

5.2 The following principles will apply to the sharing of personal information:

5.2.1 There must be a fair and lawful basis for sharing information.

5.2.2 Information must only be used for the purpose stated at the time it is shared.

5.2.3 Information to be shared will be limited to what is necessary for the purpose and will be anonymised or pseudonymised where appropriate.

5.2.4 Shared information that is not in the public domain must be treated as confidential and must not be shared with other parties without the written agreement of the organisation that provided the information.

- 5.2.5 Information must be transmitted securely, for example by secure email or other agreed method.
- 5.2.6 Information must be stored and processed securely and in a manner that reflects its sensitivity for example, where shared information includes special category and/or criminal information.
- 5.2.7 Shared information must not be stored or shared outside the UK or European Economic Area without prior written agreement and appropriate assurances in place.
- 5.2.8 The organisation receiving personal data will apply a reasonable retention period based on the purpose for which it was shared and any applicable PCERT retention requirements.
- 5.2.9 Each organisation will act as an independent data controller and take appropriate steps to protect the confidential nature of documents and information that the other may provide.

6 Disclaimer

6.1 It should be noted that by signing this document or by participating in 'The PIPA and PCERT Memorandum of Understanding', the partners are not committing to any additional legally binding obligations beyond the subsidiary nature of the PCERT Limited company. It is intended that the partners remain independent of each other to ensure the threat to impartiality of PCERT's certification activities is minimal and controlled.