



The PIPA and PCERT

Memorandum of understanding

15th November 2024

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) to help reduce the threat to impartiality on certification activities undertaken by PCERT.

1.2 To help with both resources and efficiency, the two companies are operated by the same office team.

1.3 This Memorandum of Understanding (MoU) is both to set expectations between the two companies and the office team about what information can be shared, and to make it clear to those who use PCERT's services how their information is being shared 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 access to information across the two companies within set rules and in line with the privacy policy

2.2.2 Sharing of infrastructure to enable cost savings

2.2.3 Provide a timely response to queries and management of the two schemes

3 Partnership activities

3.1 Activities to be delivered by the partnership are:

3.1.1 PIPA providing an outsourced office team to PCERT to carry out administrative duties related to the certification process

3.1.2 PIPA providing an outsourced service to PCERT to undertake investigations of complaints, and auditing

3.1.3 PIPA and PCERT sharing information in line with the privacy policy in order to enable efficient handling of queries or concerns. The following stipulations ensure that information sharing is not excessive:

3.1.3.1 Information about PCERT applicants or certified persons are not shared with the PLG, unless the person is a member of PIPA

3.1.3.2 Non-PIPA Members who undergo PCERT certification will not have any identifiable information shared with the PLG

3.1.3.4 PCERT personnel who are privy to information about applications and certified persons will ensure that information is not shared in a way which would not be expected, by following the PCERT Privacy Policy

3.2 The timeframe for partnership activities will be ongoing until a change in circumstances mean that this arrangement is no longer warranted. The partnership activities come in effect as of 29th November 2024.

3.3 Activities will be reviewed as required to ensure that they are being delivered as agreed, and that they are having the intended impact.

4 Monitoring

4.1 All partners commit to ongoing monitoring, with the aim of ensuring accountability against the set criteria.

4.2 Both organisations have identified a person responsible for the management of this MoU. They will liaise as required to ensure this MoU is kept up to date, identify any emerging issues and resolve any questions that arise in the working relationship between the two organisations.

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 General Data Protection Regulation (EU 2016/679) as applied in the UK (UK GDPR). Both will comply with any data sharing code published by the Information Commissioner under that legislation.

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
- 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.