

Memorandum of Understanding between The Commissioner of Main Roads, Western Australia and NATA

Main Roads Specifications for delivery of transport infrastructure construction and maintenance works require that all quality control testing be undertaken by a testing laboratory holding current NATA accreditation for all test methods referred to in the specifications.

The Parties, in recognising the complementary nature of their respective functions and responsibilities as the Western Australian State Road Agency and the national laboratory accreditation authority respectively, as well as their core competencies, have reached an understanding to co-operate and to exchange information on matters relating to the accreditation of laboratories engaged in the testing of materials used in the construction and maintenance of transport infrastructure in Western Australia.

The Parties acknowledge that NATA is obliged to undertake all accreditation activities with impartiality in accordance with the requirements of ISO/IEC 17011 Requirements for Accreditation Bodies Accrediting Conformity Assessment Bodies..

3 – Objectives

- 3.1 In assuring the ongoing competence and reliability of operations of any laboratory engaged in the testing of GCCM, it is essential to minimise duplication of effort that would increase compliance costs for Contractors and the State of Western Australia for no net benefit.
- 3.2 Main Roads' objective of delivering quality and value for money in Main Roads works necessitates an appropriate assessment regime for NATA laboratories undertaking testing that underpins these projects.
- 3.3 NATA's existing laboratory accreditation program generally provides a suitable mechanism for pre-qualifying laboratories for their capability to meet Main Roads' needs, supported by Main Roads audit testing to confirm the veracity of test results. In certain circumstances, however, it may become necessary for Main Roads to undertake, or have NATA undertake, additional assessment activities of NATA laboratories.
- 3.4 To ensure that NATA's accreditation processes continue to meet Main Roads' objectives, it is necessary for the Parties to ensure that information acquired by either Party about the poor performance of a NATA laboratory that could compromise quality of Main Roads works is promptly and effectively communicated to the other Party.
- 3.5 This MOU has been developed and implemented for the purpose of ensuring that the above objectives are met.

4 - Joint Undertakings

- 4.6 Confidentiality obligations
 - (a) A Party must:
 - (i) keep confidential, and not disclose, any Confidential Information, except as permitted by this MOU; and

- (ii) immediately notify the other Party if it becomes aware of any loss or unauthorised use, access, copying or disclosure of any Confidential Information.
 - (b) A Party may disclose the Confidential Information to its Personnel to the extent necessary to exercise its rights and perform its obligations under this MOU.
 - (c) A Party is not obliged to keep confidential any Confidential Information:
 - (i) that is otherwise in the public domain through no default of that Party; or
 - (ii) the disclosure of which is:
 - required by Law;
 - given with the prior consent of the disclosing Party; or
 - given to a court in the course of proceedings to which the disclosing Party is a party.
 - (d) Without limiting clause 4.6(c), Main Roads may disclose the Confidential Information:
 - (i) under any current or future legislation;
 - (ii) under any current or future policy of Main Roads;
 - (iii) in the course of official duties of the Minister for Transport;
 - (iv) to any Minister of the State of Western Australia or to the parliament of Western Australia (including any parliamentary committee or sub-committee);
 - (v) in annual reports of Main Roads; or
 - (vi) to satisfy any other recognised public requirement.
- 4.7 The Parties may agree to provide mutual assistance in situations of legal disputation with NATA laboratories by means such as court submissions or as witnesses on matters relating to the Parties' roles and processes.

5 - NATA Undertakings

- 5.1 Prior to any assessment activities of a NATA laboratory, NATA will require the NATA laboratory to declare if it is operating, or is seeking to operate, under a Main Roads contract. NATA will offer to utilise Main Roads technical (peer) assessors, when such are required by Main Roads, for assessment activities of any such laboratory.
- 5.2 If, in relation to its work with NATA laboratories, NATA becomes aware of an issue that could reasonably be regarded as having a negative impact on Main Roads works, NATA will, subject to privacy considerations, promptly provide Main Roads with the following information, as relevant:
 - (a) information that NATA has received in relation to assessments of laboratories that may indicate a potential risk to Main Roads works;
 - (b) information regarding significant problems with the competence of a laboratory to perform specific tests;

- (c) progress in addressing significant issues for any laboratory that has previously been identified as having problems;
- (d) any suspension or cancellation of accreditation, reduction in the scope of accreditation or any other decision adversely affecting accreditation of a laboratory; and
- (e) any other information regarding NATA laboratories that could assist Main Roads in sustaining Main Roads works.

5.3 For the purposes of clause 5.2:

- (a) implications for Western Australia may arise due to issues regarding laboratories based in Western Australia or interstate; and
- (b) whilst NATA may seek advice from its expert committees and/or advisers in order to determine whether an issue "could reasonably be regarded as having a negative impact on Main Roads works", it is essential that NATA promptly provides the information to Main Roads.

5.4 If Main Roads has concerns relating to the testing competence of NATA laboratories that may have a negative impact on Main Roads works, Main Roads may seek information or advice from NATA.

5.5 If NATA receives a request under clause 5.4, it will promptly respond to these concerns and provide the information requested by Main Roads.

5.6 Information provided by Main Roads to NATA regarding the competence or performance of NATA laboratories may be taken into account by NATA in undertaking assessment activities but will not affect NATA's impartiality including in relation to Accreditation Decisions.

6– Main Roads Undertakings

6.1 Main Roads will include a clause in its contract quality specifications relating to NATA laboratories, that said laboratory shall agree to the sharing of information in accordance with this MOU.

6.2 Main Roads will ensure that NATA is promptly advised in writing of any impending change to Main Roads' specification clause for NATA laboratories that would impact on its accreditation activities in relation to this MOU.

6.3 If, in relation to its work with laboratories, Main Roads becomes aware of an issue that could reasonably be regarded as having a significant impact on continuation of a laboratory's NATA accreditation, Main Roads will, subject to privacy considerations, promptly notify NATA.