

WESSLING International Research and Educational Centre - WIREC

QualcoDuna Proficiency Testing Scheme

General Protocol 2021

Version number: 1.1

Issued on: 18 Dec 2020

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WESSLING International Research
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1. Short description of the QualcoDuna Proficiency Testing Scheme

QualcoDuna Proficiency Testing Scheme is organised on an annual basis by the Proficiency Testing Department of WESSLING Nonprofit Ltd. (hereinafter referred to as the Provider). Details of the current scheme (matrices and parameters on offer, distribution schedule, prices and discounts) are published in the annual scheme descriptions. Scheme descriptions and application forms are available at the scheme website (www.qualcoduna.hu).

2. Contact details of the Provider

Name: WESSLING International Research and Educational Centre
Nonprofit Limited Liability Company (short name: WESSLING
Nonprofit Ltd.)
Proficiency Testing Department
Address: Anonymus utca 6, H-1045 BUDAPEST, Hungary
VAT ID number: HU 22283203
IBAN: HU641070002469478277500000005
SWIFT code: CIBHHUHB
Website: www.qualcoduna.hu

*Proficiency testing activities of WIREC confirm to the requirements of EN ISO/IEC 17043:2010.
We are a proficiency testing provider accredited by NAH under No NAH-8-0003/2018.*

Contact persons:

Technical coordinator: Zsigmond Szegény, head of department
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3. Participants, analytical methods, minimum number of Participants, joint samples

The QualcoDuna Proficiency Testing Scheme is open to any laboratory, independent of accreditation status. Participants are free to choose their preferred analytical methods which are appropriate for the parameters, matrices and concentration ranges in question.

Minimum number of Participants is 10 for each parameter. The Provider reserves the right to cancel parameters or samples offered if this minimum number is not met, or, under special circumstances, to continue with the scheme as scheduled at its own discretion.

In order to ensure suitable number of Participants the Provider may opt for distributing joint samples for two different matrices, in cases when similarities in concentration ranges of interest and matrices permit this approach (e.g. drinking water/groundwater joint samples). Samples scheduled to be distributed in joint samples are clearly marked in the annual scheme descriptions.

4. Communication with Participants

Language of communication is English and Hungarian. Order confirmations and invoices are sent to Participants by post. All other communication (information about sample dispatch, instruction sheets, publication of evaluation reports etc.) is managed via email and the scheme website. Inquires may be addressed to contact persons by e-mail, fax or phone (8 am – 4 pm workdays).

At end of the scheme a certificate of attendance is issued. Certificates are sent to Participants by post. Final reports produced in the scheme are issued in electronic format.

5. Application and participation fee

Interested laboratories are asked to fill in the *application form* available on the scheme website, clearly indicating samples ordered in the *annexes* of the form. Stamped and duly signed application forms and annexes should be returned to the Provider by post, fax or as scanned documents by email before the stated deadline.

Application forms can be filled in electronically on the scheme website, after login to online services. Login name and password is sent to interested Participants upon request. For contractual reasons, online application forms should also be printed, stamped, signed and returned to the Provider as above.

After the application form is received, participation fee is calculated and order is confirmed in writing. The Participant has 15 days upon reception of order confirmation to cancel the order or to ask for a modification. After that date, application is finalised.

If the number of applicants is below the minimum number of Participants (10 in general) for a sample, the Provider may delete the sample in question from the scheme. Applicants for such samples are notified and participation fee is adjusted accordingly.

If the Participant applies for a sample distributed as a joint sample, participation fee is payable only once. Measurement results of the Participant will be presented and evaluated for both matrices of the joint sample.

After the application is finalised, modifications to orders should be requested in writing. If the Participant wishes to apply for additional samples, a modified order confirmation is sent by the Provider. Partial or overall cancellation of order is possible only until 30 days before scheduled dispatch of samples. In this case, a modified quotation is sent to Participant with the lowered participation fee. After that deadline, the original sum is payable.

Participant and Provider enter a contractual agreement after the duly signed and stamped application form is sent to the Provider and the order confirmation is sent to the Participant. Contract agreement consists of this general protocol, the annual scheme description as well as the application form and the order confirmation.

6. Payment conditions

Participants are invoiced in each distribution round after sample dispatch. Date of performance is sample dispatch date (laboratory proficiency tests) or sampling date (sampling proficiency tests). Contractual obligations of the Provider are fulfilled by provision of proficiency testing samples, thus invoice for ordered samples is payable even in case the Participant is unable to return measurement results within the specified deadline or decides not to do so for any other reason.

Payment is due in 15 days within issue of the invoice. Payment should be effected in Euros and by wire transfer to the bank account of the Provider.

In case of non-payment by the Participant, the Provider cancels further sample dispatch(es), withholds the certificates of attendance and takes legal action.

Payment conditions may be modified due to legislative changes, of which written notification is sent to Participants. Modified payment conditions are regarded as accepted by Participants in default of feedback.

7. Confidentiality

Participants are identified in the QualcoDuna Proficiency Testing Scheme by a unique laboratory code only. The Provider does not share any information made available to him during the scheme – *especially performance scores and assessment*– with third parties, except for prior written permission is given by the Participant concerned. In the permission, Participant should clarify the following: identity of the third party, scope of information to be shared and term of permission. In exceptional circumstances, when a regulatory authority requires proficiency testing results to be directly provided to the authority by the proficiency testing provider, the affected Participants are notified of this action in writing in advance (section 4.10.4. of ISO/IEC 17043:2010).

In case contact details contain email addresses with personal information (e.g. name), the Participant automatically authorises the Provider to use these email addresses in communicating information related to proficiency testing activities.

8. Protected knowledge and know-how

The Participant acknowledges that the parts of the sampling proficiency testing evaluation protocol detailed in “Scheme description 2021” (which is integral part of the order) that are beyond proficiency system standard ISO/IEC 17043:2010, standard ISO 13528:2015 and relevant professional guides (in the following: the Method) qualifies as protected knowledge (know-how) pursuant to section 1 (2) of Act No. LIV. of 2018 on the Protection of Business Secrets.

In accordance with the above, detailed description of the Method, which qualifies as protected knowledge, can be found in Annex 3 of “Scheme description 2021”, which the Provider makes available to the Participant after the establishment of the contract.

By ordering the services described in the present “General Protocol 2021”, the Provider grants the Participant a non-exclusive, non-transferable license to make use of the Method, which qualifies as protected knowledge. The Participant acknowledges that unauthorized disclosure of

the Method, as well as transfer to or use by unauthorized parties, infringes or jeopardizes the financial, economic or market interests of the Provider.

The Participant commits to the confidential treatment of the Method acquainted with within the framework of services provided by the Provider, as well as to not to disclose it to the public or third parties without prior written permission of the Provider. Audits by accreditation bodies are exempt from these provisions, during which Participant is entitled to disclose the Method.

The Participant declares that in the event of a breach of confidentiality obligation contained in the present “General Protocol 2021”, i.e. in the event of unauthorized disclosure or revelation of the Method to the public or unauthorized third parties, it is fully liable.

Present confidentiality provisions also apply to final reports, which shall not be disclosed to the public or third parties by the Participant.

9. Obligations of Participants

It is not allowed to subcontract testing of proficiency testing samples. By applying to the scheme, the Participant takes responsibility that measurements are performed in his own laboratory, by his own personnel and equipment, and that his own *independent* measurement results are reported to the provider.

Record of issue status and modifications:

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