QualcoDuna Proficiency Testing Hungary Nonprofit Ltd.
Proficiency Testing Scheme

General Protocol 2024

Version number: 1.1
Issued on: 06 Dec 2023
Produced by: Dr. Csilla Bélavári, head of Proficiency Testing Department
Reviewed by: Tamás Rikker, Scientific director
Authorised for use by: Dr. László Zanathy, Managing director

QualcoDuna Proficiency Testing Hungary Nonprofit Ltd.
Anonymus utca 6. H-1045 BUDAPEST, Hungary
Phone: +36-1-872-3628; +36-1-872-3742
E-mail: info@qualcopt.eu
Web: www.qualcoduna.hu

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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 QualcoDuna Proficiency Testing Hungary 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 project website (www.qualcoduna.hu).

2. Contact details of the Provider

Name:	QualcoDuna Proficiency Testing Hungary Nonprofit Ltd. Proficiency Testing Department
Address:	Anonymus utca 6, H-1045 BUDAPEST, Hungary
VAT ID number:	HU 22283203
IBAN:	HU64107000246947827750000005
SWIFT code:	CIBHHUHB
Website:	www.qualcoduna.hu

Proficiency testing provider organization accredited by NAH under No NAH-8-0003/2023.

Contact persons:

Technical coordinator:	Dr. Csilla Bélavári, head of department
Phone:	+36-1-872-3628
Email:	belavari.csilla@qualcoduna.hu

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 are sent to Participants by post, invoices are sent by post or email. 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 or phone (8 am – 4 pm workdays).

At end of the scheme, certificates of attendance are issued by email. Final reports produced in the scheme can be downloaded from the project website 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 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. Order confirmation lists payable by proficiency testing rounds as well as the overall sum. 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 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.

If several Participants ask to be invoiced together (e.g. in case of a company with several laboratories), discounts are applicable to individual Participants.

After the application is finalised, modifications to orders should be requested in writing. If the Participant wishes to apply for additional samples or sampling exercises, a modified order confirmation is sent by the Provider. Partial or overall cancellation of order is possible until 30 days before scheduled dispatch of samples, or in case of sampling exercises, until 15 days before sampling date. 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 or sampling opportunity, thus invoice is payable even in case the Participant does not return measurement results within the specified deadline or does not participate in the sampling exercise in question.

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) and participation opportunity in sampling exercises, suspends login credentials to the project website, withholds certificate 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 within 15 days.

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 of Participant* – with third parties, except when prior written permission is given by the Participant to do so. 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 (in accordance with section 4.10.4. of ISO/IEC 17043:2010(w)).

Sampling proficiency tests may necessitate the preparation of a sampling schedule in work instructions. This schedule contains the participants' company name and location. By applying to sampling proficiency tests, the participant consents to publication of the above information.

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 2024" (which is integral part of the order) that are beyond proficiency system standard ISO/IEC 17043:2010(w), standard ISO 13528:2022 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 2024", which the Provider makes available to the Participant after the establishment of the contract.

By ordering the services described in the present "General Protocol 2024", 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 2024", 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 he does not communicate about results with other participants, that measurements are performed in his own laboratory, by his own personnel and equipment, according to his routine procedure and that his own independent measurement results are reported to the provider.

Record of issue status and modifications:

----END OF DOCUMENT---