

Terms and Conditions of PT Participation

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Version 1.0

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1.0 Scope

Proficiency testing participants must agree to the following terms and conditions before reporting results to PTC. Failure to conform to the terms and conditions may result in suspension of PT participation.

2.0 Terms And Conditions

Name of Laboratory	PT Canada File No.
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As an Authorized Representative of this laboratory, I agree to the following general terms and conditions.

Participants in the PTC PT program acknowledge and agree that:

- 1) these Terms and Conditions of Proficiency Testing may change at any time.
- 2) all appropriate fees shall be paid.
- 3) they authorize PTC to forward PT outcomes to the Canadian Association for Laboratory Accreditation Inc. (CALA) for analytes that appear on the participant's current CALA scope of accreditation.
- 4) they acknowledge that if the analyte accredited by CALA (3 above) is also licensed by the Ontario Ministry of the Environment, Conservation and Parks drinking water licensing program, that CALA will forward this PTC generated PT data to the OMECP following each PT round.
- 5) they will conform to the publicity guidelines specified by PTC (POL07 - *Publicity Policy*).
- 6) they will comply with all laws and regulations concerning those tests for which proficiency testing is being run.
- 7) all dealings between the participant and PTC shall be governed by the laws of the Province of Ontario (without reference to its choice of laws and conflict of law rules). Any action or proceeding commenced by either party against the other shall be commenced at and heard in the City of Ottawa, Ontario, Canada, and each party irrevocably submits to the jurisdiction of the courts of the Province of Ontario and waives any objection they may have to either the jurisdiction of or venue in such courts.
- 8) they will comply with modifications to requirements following due notice (which may be given by PTC newsletter, e-mail and/or hard copy by mail) of changes by PTC to the criteria, requirements, or conditions for PTC Programs, in a timeframe that, in the opinion of PTC, is reasonable.
- 9) they will analyze Proficiency Testing samples at the facility specified in the Application, provide the results to PTC, in the manner specified, and by the due date specified on the Instruction Sheet (provided with the samples and available on the PTC Web site).
- 10) with the exception of specific instructions provided on the web site for each PT, PT samples shall be processed using the same workflow and level of effort as afforded the majority of client samples analysed using the PTC registered method (i.e., treated as routine).
- 11) participants may not collude with other participants, either within the same laboratory or between different laboratories, and may not falsify results or other information provided to PTC.
- 12) results not reported for a registered analyte will be assigned an unacceptable PT evaluation.
- 13) PTC will not accept any changes to reported results after the reporting deadline.

- 14) PTC will not extend the deadline for reporting for an individual participant.
- 15) the participant will pay for any replacement samples with the exception of those lost or damaged during the shipping process. PTC must be notified within forty-eight hours of sample delivery of any damages. The participant will pay for any replacement samples requested more than forty-eight hours after receipt.
- 16) the participant may Dispute the outcome of a PT evaluation within thirty days of the Final PT Report being issued. Should the participant disagree with the resolution of the Dispute, the participant may Appeal this decision within ten days of receiving the decision on the Dispute. All communication with regard to Disputes and Appeals must be made in writing.
- 17) if the participant resides outside of Canada, the participant will pay the shipping costs plus 15% for administration, and be responsible for customs clearance and any costs associated. PTC delivery responsibilities are considered to have been met once the PT samples have arrived in the participant's country and awaiting customs clearance.
- 18) PTC, and PTC's directors, officers, employees, and agents shall not be liable to the laboratory for any claims, damages, expenses, demands, losses, including lost revenue or profits, or any special, consequential or indirect damages whatsoever, arising from or incidental to the suspension or withdrawal of proficiency testing recognition by PTC, including without limitation, in the event when, following a dispute or an appeal instituted by the laboratory, the proficiency testing recognition status of the laboratory is reinstated by PTC, or to any other services offered by PTC, including without limitation, its published PT Directory of Laboratories.
- 19) the participant recognizes the right of PTC to suspend proficiency testing participation for any breach of paragraphs 1 to 18 of these TERMS AND CONDITIONS OF PROFICIENCY TESTING.

Authorized Representative

Signature

Title

Date

DD/MM/YY

3.0 History Of Changes

Date	Rev. No.	Sections	Changes
12/18/2019	1.0		Initial publication