

When registering for a scheme any laboratory accepts the following general conditions.

1. Registration for the proficiency tests

AGLAE is a non-profit-association governed by the French 1901 law.

Any analytical or testing laboratory in the chemical, biological, physical... field can register for the tests; it is then a member of the Association.

Any member wishing to participate actively in the operation of the Association may apply (contact us).

AGLAE's proficiency testing scheme is conducted from January to December. It is adapted every year to the needs of laboratories and to French regulation in force. However, registrations are possible all the year through, as long as proficiency tests are still available. Registration for one programme includes the participation in all the tests left when registering. Because regulations vary according to the country, international laboratories are allowed to order proficiency tests as separate units.

AGLAE's service offers are provided as part of a subscription. There is no withdrawal period as samples can deteriorate quickly.

Registration is effective when AGLAE sends the registration certificate.

Once registered, a laboratory shall not withdraw and ask for a refund, even if the laboratory requests not to receive the samples. When registering, the laboratory shall agree to receive the samples any working day (according to French legislation). After registration, participants receive their schedule.

AGLAE might be brought to modify the scheme content during the year (shipment date, change of packaging, analytical periods...).

Without involving AGLAE's liability, any programme might be cancelled if the number of registered participants is considered insufficient or in case of feasibility problem. Should a programme be cancelled, invoiced fees will be reimbursed.

2. Quality Control Materials

AGLAE provides "Quality Control Materials" to any laboratory registered for the current scheme. These materials come from proficiency tests in solid matrices.

Any member may order these materials whether the laboratory has participated or not in the proficiency test from which the test material comes from.

The laboratory can order them at any time during the year, up to a limit of 5 materials from the same batch.

On receipt of a purchase order or of a validated quote, AGLAE informs the laboratory of the date the quality control materials are sent.

The conditions of transport, receipt and payment of quality control materials follow the ones of test materials.

3. Additional test samples

AGLAE provides additional samples for almost all the tests. These samples are sent at the same time as interlaboratory samples, to the same address and no statistical treatment is carried out from them. The laboratory should be registered for the concerned programme to purchase them. The conditions of transport, receipt and payment of additional test samples follow the ones of test materials.

4. Payment of the due amounts

The laboratory has to pay the amount of its invoice. The invoice includes: participation fees, transport and possibly VAT, management fees, discounts.

Invoicing of participation fees is established proportionally to the number of tests left, increased by 10% when the entire set of tests for a programme is no more available or for the purchase of separate units for international laboratories.

Transport costs are not included in the cost of the proficiency tests, they are charged in addition.

Management fees can be applied in particular in case of bank transfer costs to be paid by AGLAE.

Payments have to be done without causing any fees for AGLAE within a fixed schedule specified on the invoice.

Any delay or absence of payment leads to, by right and without formal notice, the immediate payability of the due sums as well as the payment of penalties of one and a half times the legal interest rate, based on unpaid sums and without prejudice of damages and other costs that the Association may require. All sums are due from the deadline of payment until they are actually paid.

AGLAE reserves the right to withhold the access to the Member Area or shipment of test materials to any laboratory not respecting the deadlines of payment and not replying to reminders. In case of temporary suspension of the sending of test materials, the laboratory will not be entitled to claim the refund of the proficiency tests not performed. In case of late payment or payment anomaly, payments will then be requested upon receipt of the quote.

Invoicing is done at the time of registration, independently from the conduct of the tests. It may not be required to be made out once the service has been provided.

5. Accreditation and confidentiality

AGLAE meets the requirements of ISO / IEC 17043 standard and Cofrac rules of application for the provision of interlaboratory comparisons (*Cofrac accreditation No. 1-1664 – scope available on www.cofrac.fr*).

Laboratories cannot use AGLAE's logo jointly with AGLAE's Cofrac accreditation mark.

AGLAE is committed to assuring the **confidentiality of information** it owns. Anonymity of participants in a test is assured by the coding of results, all the test documents containing results are issued with a laboratory code.

AGLAE may not provide a performance assessment for parameters not implemented under accreditation.

6. Communication with the participants

Communication between the Association and participants are mainly in **electronic** format: sending and receiving emails, documents to download from the dedicated area of AGLAE's web site ("Member Area").

Many messages and test documents are translated into English, but the official version remains the French version.

The laboratory is responsible for updating its contact details via the members' area or by e-mail if necessary.

AGLAE accepts no liability for the non-receipt of emails. Laboratories shall follow the conduct of proficiency tests and react to reminders.

7. Transport of test materials

Transport is performed by **express delivery** service by a courier selected by AGLAE.

Delivery of the samples is scheduled the day after the shipment before 1pm for laboratories located in metropolitan France. For other destinations, delivery times depend on the carrier and the location of the laboratory (contact us if need be). Laboratories should be able to receive deliveries from 7.30 am as well as during lunch breaks.

AGLAE's liability towards deliveries is limited to late deliveries of more than 2 working days compared to the delays specified by the courier, not attributable to laboratories and in normal period of activity. The date to which all the parcels are handed over to the courier is considered to calculate possible late deliveries.

AGLAE will not be liable for:

- malfunctioning attributable to the laboratory (no receipt of the parcel handed over by the carrier or loss of the parcel within the laboratory or address change without prior notice),
- delays at customs,
- social conflicts, national or local,
- case of force majeure preventing correct delivery (weather problems...),
- unjustified claim about the integrity of the received products.

In every instance, when AGLAE's liability is involved, the compensation shall be limited to the price for the proficiency test giving rise to such liability (adding the transport fees invoiced).

Attention: depending on the destination, a **custom duty may be requested to the laboratory by the local customs. The laboratory shall take any necessary action to meet the customs' requirements and get the test materials as soon as possible.**

8. Receipt and quality of the test materials

The aim of the PTS preparation is to prepare materials as close as possible to the samples analysed in routine: the contamination levels can therefore be very low or very high.

The preparation and packaging of the test materials are mainly carried out by AGLAE. Subcontracting can be used for some programmes.

In case of major failure found on receipt of the test materials, the laboratory shall contact AGLAE as quickly as possible so that AGLAE can take the appropriate actions. Anomalies notified by the laboratory more than 24 hours after receipt will not be accepted. The objective aimed during the proficiency testing preparation is to prepare test materials as close as possible to the ones regularly analysed: the contamination levels can thus be very low or on the opposite very high.

In case of major defect of test samples quality, AGLAE has the possibility to cancel the concerned parameter or the whole proficiency test; without the laboratories being able to claim any compensation.

Should a proficiency test be cancelled based on the decision of the Management or of the Administration Board, the test would then be postponed.

In case one or several parameters of a test are cancelled, the concerned parameters will not be systematically provided again, unless otherwise decided by the Administration Board.

9. Analysis of the test materials

The laboratory should start analyses as soon as possible, during the recommended period to start the sample treatment (P.R.D.T.). This period corresponds to the time interval during which the materials' quality is optimal under the recommended preservation conditions. After this period, failures may occur and interfere with the assessment of the analytical performance of laboratories, without involving AGLAE's liability.

For laboratories outside France, delivery times may be systematically superior to the recommended period to start the

sample treatment. Laboratories should check their delivery delay in comparison with the P.R.D.T.

The laboratory shall return results. For almost all tests, results are entered via the Member Area. They must be reported and validated by the deadline defined by AGLAE. Beyond this deadline, results that have not been validated will not be statistically treated. AGLAE will not be liable for that. Should the number of results be insufficient, AGLAE reserves the right to not assess the participants' analytical performance, but comments on the results will be made based on the information in our possession.

The laboratory shall not, in any case, disclose its results to any party (other than AGLAE); anyway before test reports are issued.

10. Test reports

The objective is to issue test reports as soon as possible. The delay varies between 1 and 10 weeks depending on the difficulty met with data processing (number of parameters, deviations between methods). Our average delay to issue test reports is 2 weeks. A provisional date is given for each test: however, these dates are not contractual.

Note that test reviews and test reports have to be downloaded from the Member Area of AGLAE's web site. They are available for all the participants registered for the test. If the laboratory wishes to appeal following its performance assessment, it must contact AGLAE's Quality Manager in writing (email or postal mail).

11. Data ownership

Produced data (in particular precision values) belong solely to the Association. They are only aimed at laboratories which participated in the test, for internal use of quality management and check or evidence* of their analytical performance.

Report's reproduction is authorised in its entirety only.

Any use other than those defined above requires preliminary approval from AGLAE under penalty of prosecution; whether it is a usage or communication (full or partial) by laboratories which participated in the test or by third parties.

12. Data protection

AGLAE processes personal data that you provide when registering but also during the proficiency testing scheme in compliance with legal obligations.

For more information with regard to the processing of personal data, you may read the section about personal data on www.association-aglae.fr.

13. Safety policy and respect for the environment

When registering for our tests, laboratories agree to handle samples and dispose of their waste in accordance with the usual caution and current regulations.

Should there be any differences between the French and English versions of this document, the French version shall prevail.

*: evidence to their clients, accreditation bodies or Ministries in the frame of approvals