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REGISTRATION WEBSITE TERMS & CONDITIONS FOR PARTICIPATING CENTRES

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1. CROSS REFERENCES

DOC2218 – ERNDIM EQA Scheme Catalogue and Participant Guide
DOC2304 – ERNDIM Procedure for poor performance and persistent poor performance
DOC2310 – ERNDIM Policy on Collusion and Falsification of Results
DOC2873 – ERNDIM Registration Website
DOC2917 – ERNDIM Policy & Procedure for Certificates of Participation
DOC3270 – ERNDM Policy on the use of data derived from EQA materials in publications
DOC4329 – ERNDIM Procedure for Requests to submit or amend EQA results after the submission deadline
DOC4801 – ERNDIM Privacy Policy

2. SCOPE

This document contains the terms and conditions that account holders who are the primary contact for their participating centre, must read and accept before they can access the ERNDIM Registration Website (DOC2873) for the first time in each scheme year.

When the terms and conditions for participating centres on the Registration Website are updated, each primary contact must read and accept the updated terms and conditions before they can access the website.

These terms and conditions are also included in the EQA Scheme Catalogue and Participant Guide (DOC2218).

3. REGISTRATION WEBSITE TERMS & CONDITIONS FOR PARTICIPATING CENTRES

To proceed please read the acknowledge acceptance of the following terms

Terms and Conditions of EQA Scheme Participation

These are the terms and conditions which apply to centres participating in ERNDIM EQA schemes. Please read them carefully. By proceeding with registering for any of the ERNDIM EQA schemes you are deemed to have accepted these terms and conditions. If you do not agree with these terms and conditions, then please do not register for any ERNDIM EQA schemes.

ERNDIM reserves the right at its discretion to amend, update, modify or replace these terms and conditions at any time without notice. Any such amendment, update, modification or replacement shall be effective once the revised terms and conditions have been posted on this website. You are responsible for checking the terms and conditions of this website each time you use this website and your use of this website indicates your acceptance of the terms and conditions applicable at the time you access the website.

These terms and conditions were last updated on 01 August 2023.

Use of data derived from ERNDIM EQA Materials

1. Data derived from the use or analysis of ERNDIM EQA materials **must not be** used in written publications or oral presentations unless the explicit prior consent of ERNDIM has been granted.
    1. If a participating laboratory wishes to use such data in a publication or presentation they **must** contact the ERNDIM Administration Office before submitting any documents for publication.

2. For EQA materials based on real clinical samples, permission to use the data will be dependent on the appropriate consent being in place.
3. If permission to use the data is granted: a) ERNDIM must be acknowledged in the publication or presentation using a standard acknowledgement sentence which will be provided by the ERNDIM Administration Office, and b) after the data has been published a copy of the publication, with full reference/citation information, should be sent to the ERNDIM Administration Office.

Registering for EQA Schemes

2. When registering for ERNDIM EQA schemes it is the responsibility of the person listed as the laboratory primary contact to provide the ERNDIM Administration office with valid, up to date contact and address details, which should include:
    1. Email and postal addresses for a primary and secondary contact persons***** (these contacts will be used for all routine ERNDIM correspondence)
    2. Email address for named Head of Laboratory or Quality Manager***** (this contact will only be used in certain cases of poor performance or if the primary and secondary persistently do not respond to ERNDIM correspondence)
    3. A postal address for the registering Laboratory
    4. A delivery address for EQA materials
    5. An invoice address and named invoice contact with email address

    * *these contact details must be for **3 different people***

    Any subsequent change in contact persons or address details **must** be sent to the ERNDIM Administration Office as soon as possible.
3. Participants are responsible for ensuring that they have obtained any import or other permits required for delivery of the EQA materials and for sending these to the ERNDIM Administration office during the Registration period.
4. Mailing charges (per scheme) will be added to the EQA order unless the participant provides the details of a courier account to be used for the sample dispatch. Any additional customs charges will be paid by the participant.
5. For participants that submit an EQA scheme order by the Registration deadline, invoices will be sent out in November/December and will be dated 1st January of the following year, as requested by a number of laboratories.

Invoices and Payments

6. If your hospital or laboratory procedures require a Purchase Order number on the invoice, this should be added to the registration form.
7. Invoices will be sent **by email only** to the primary, secondary and invoice contacts for each laboratory. It is the responsibility of the primary laboratory contact to provide a valid invoice address, invoice contact name and invoice email address.
8. The participant **must** check the information in the invoice. If all details are correct the invoice should be passed for payment to the appropriate finance department. If any details on the invoice are not correct the ERNDIM Administration office (admin@erndim.org) should be notified by mid-December and a revised invoice will be issued.
9. The invoice payment date will be stated on the invoice but for orders submitted within the registration period, **invoice payments must be received by ERNDIM by 1st April in the scheme year**, unless an earlier date (due to late payment of a previous invoice) or later date (due to late registration) is specified.
10. For participants that submit a late registration request any invoices will be dated with the issued date and the payment date which will be 1st April or 8 weeks from the issued date, whichever is later.
11. It is the responsibility of the participant laboratory to ensure that the ERNDIM invoice is paid.
12. ERNDIM accepts payments in Euro, GB pounds or US dollars and it is important that the correct bank account is used for payments in each currency. Payments which are made into the wrong bank account (for example a payment in Euros paid into the GB pounds account) can result in losses due to the bank exchange rate. Any losses which are a result of a participant making a payment into the wrong ERNDIM bank account will be borne by the participant.
13. ERNDIM is responsible solely for paying its own bank charges. Any other charges related to invoice payments must be paid by the participant.
14. Penalties for late payment of invoices are:
    1. Interest charges of 1.3% per month are applied to outstanding balances after the invoice payment date. When interest is added to the outstanding balance an updated invoice with a new version number will be generated;
    2. If there is still an outstanding invoice balance after the 1st July, in the following year the invoice payment date of any invoices will be 31st January and the dispatch of samples to the laboratory in the that year will be delayed until ALL outstanding invoices have been paid;
    3. If there is still an outstanding invoice balance after the 1st August, access to the EQA scheme results will be restricted until the invoice has been paid;
    4. If there is still an outstanding invoice balance after the 1st September, in the same year as the scheme participation, the laboratory will not be eligible to register for any ERNDIM EQA schemes until all outstanding invoices have been paid and a Certificate of Participation for the current scheme year will not be issued.

EQA Scheme Participation

15. EQA samples must be treated in the same way as clinical samples.

16. Compliance with the EQA submission deadlines is a requirement of satisfactory participation in the EQA schemes.
    1. Requests for late submissions will only be allowed under exceptional circumstances and as such requests for late submission on more than one occasion will not routinely be accepted..
    2. No late/amended results can be accepted if the relevant consensus results or diagnoses have already been published.
17. Participants must not collude with other laboratories on the results of their EQA scheme participation. This includes the use of cluster labs unless these are specifically allowed in the individual EQA scheme (e.g. DPT scheme).
    1. Laboratories which have been found to have colluded and/or falsified results will be excluded from participating in future EQA schemes and where necessary, the relevant competent authority will be notified.
    2. In cases where collusion is strongly suspected, ERNDIM reserves the right to withhold the certificate of participation for the specified scheme year from the relevant laboratories and may also exclude the laboratories from participating in future EQA schemes.
18. All participating laboratories are given a unique ERNDIM reference number which should be used on all invoice payments and in all correspondence with ERNDIM.
19. The fact that your laboratory participates in ERNDIM schemes is not confidential, however, the raw data and performance scores are confidential and will only be shared within ERNDIM for the purpose of evaluating your laboratory's performance, (which may include sharing information between the ERNDIM schemes that you subscribe to) except in these circumstances:
    1. Performance information of United Kingdom laboratories is shared with NQAAP.
    2. If ERNDIM is approached by other equivalent national bodies, ERNDIM may share performance information with those bodies, but in that case the labs concerned would be informed in advance. For countries with fewer than 5 participating laboratories, to preserve anonymity, only regional data will be shared.

Performance Evaluation

20. Satisfactory performance in an EQA scheme is based solely on the laboratory's performance when analysing the QA samples supplied in that scheme year. By participating in ERNDIM schemes participants agree to these terms and conditions. Performance assessment of scheme participation is described in the ERNDIM quality documents (available on request).
21. **ERNDIM is not responsible for the performance of participating laboratories when offering a clinical diagnostics service.**
22. Laboratories that have unsatisfactory performance will be sent a Performance Support Letter by ERNDIM. If a laboratory does not respond to the Performance Support Letter, or has persistent unsatisfactory performance, ERNDIM reserves the right to contact the Laboratory Head or Quality Manager.
23. For laboratories that have unsatisfactory performance in more than one EQA scheme during one scheme year (i.e. Global Poor Performance) ERNDIM reserves the right to contact the Laboratory Head or Quality Manager. For laboratories that have persistent Global Poor Performance ERNDIM reserves the right to contact the CEO or equivalent of the relevant institution.
24. Laboratories that do not submit any results, or do not submit sufficient results for their performance to be evaluated, will be sent a Non-submission letter. If a laboratory does not respond to the Non-submission Letter, or persistently does not submit sufficient results for their performance to be evaluated ERNDIM reserves the right to contact the Laboratory Head or Quality Manager and may restrict eligibility for future scheme years.
25. If a laboratory does not supply the contact details for the Laboratory Head or Quality Manager, ERNDIM reserves the right to withhold the laboratory's Certificate of Participation until such time as the contact details are supplied.

Data Protection & Privacy

26. Any personal information you supply to ERNDIM via this website will be treated in accordance with the ERNDIM Privacy Policy (which can be found on www.erndim.org) and the UK's Data Protection Act 2018, which is the UK's implementation of the EU General Data Protection Regulation (GDPR) 2016.
27. By using this website, you consent to ERNDIM processing any data you provide in line with the ERNDIM Privacy Policy and confirm that all data provided by you is accurate. If there are any changes to the data you have provided, it is your responsibility to update such data.

Problems & Complaints

28. Problems relating to EQA Schemes, including complaints from participating laboratories should be referred directly to the ERNDIM Administration Office (admin@erndim.org).

Copyright

29. All documents, and the data they contain, issued by ERNDIM are copyright and must **not** be published in any form without the permission of the ERNDIM Executive Committee.

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