

## **TERMS & CONDITIONS for PT (Proficiency Testing) participation**

In this terms and conditions use of “masculine” gender shall include the “feminine” gender and “singular” shall include “plural” and “testing” shall include “sampling” wherever relevant to the context, and vice versa. The terms and conditions are equally applicable for ILC rounds or External Quality Assurance rounds and wherever the term PT is used it shall include ILC or EQAS (External Quality Assurance Round) wherever relevant to the context. **Information brochure on PT Round(s) include following and is in public domain (www.greenalliance.in):-** ¶ Frequently asked questions ¶ Terms & Conditions for participation ¶ PT protocol ¶ Accredited Scope as per 17043. For latest PT Calendars and registration form send an email at [greenecomyipl@gmail.com](mailto:greenecomyipl@gmail.com) or send a WhatsApp at 8872061900 providing following information (1) Lab Name (2) Email id (3) Groups or Sub-groups in which PT required as Water, Air, Food, Pharma, Minerals, Fertilizers etc.

### **REGISTRATION**

Participation is given to participants (as defined in ISO/IEC 17043) directly or indirectly through customers. Both accredited and non-accredited CABs and individuals are eligible for participation except as detailed out in PT protocol or otherwise detailed out. **CABs shall use calibrated equipment's and or certified reference material in line with NABL 142 for testing the parameters including sampling for which participation is made irrespective of status of accreditation.** Participants shall also keep record of all calculations, graphs and other raw data. PT provider does not require any of this data along with test reports but may ask for the same if required. The said information may also be verified by regulatory authorities or accreditation bodies during their audits. The said information is also useful in doing root cause analysis. The failure of participant to provide above information any time as asked by PTP may lead to ‘Results Not Considered’ / Cancellation of participation and decision of PTP in this regard shall be final. **CABs ARE STRONGLY ADVISED NOT TO ENGAGE IN ANY COLLUSION. COLLUSION IS SOLE RESPONSIBILITY AND RISK OF PARTICIPANT. PT provider may ban such participants from further participation or take other action as deemed suitable. Please also refer to ‘CODE OF CONDUCT’ on our website. We expect high standards of ethics and integrity from participants as well as work in accordance with laws of the land and sustainable development goals.**

- Calendars may be considered as quotations. Rates for all PT rounds are given in the Calendar.
- **For registration submission of registration form is mandatory, except, as stated by PT provider (Green Economy Initiatives Private Limited)**
- On receipt of registration form, a Pro-forma Invoice is sent as per latest calendars including discounts applicable for making payments along with bank details and other relevant information. Participant can use Pro-forma Invoice for inhouse approvals etc. Bill is issued on receipt of payment.
- Registration is temporary till the payment is made. **Payments are to be made in advance.**
- Fill registration forms (preferably type) in legible manner  
If GSTIN is in name of individual/ Organization other than PT participant or payment is to be done by someone else, use extra sheet(s) for providing any additional information for billing purpose.
- Full Program cost is payable whether customer take parts in one or more parameters, except, if agreed by PT provider

- **PT Round fees may increase or decrease in future. Fees as agreed at the time of registration and Proforma Invoice / Bill raised is payable. Decision of PT provider in this regard is final**
- Tax (GST) will be charged extra as applicable. Program costs include sample delivery charges in India except where pre-informed. However, if there is any local tax, road tax; Octroi etc. in some State the same is to be borne by customer and all related local paperwork or clearance to be done/handled by participant. Participant shall also have to pick sample from a nearby place to laboratory if door delivery is not possible. Many times, labs may be in interiors. The participant may be asked to provide alternate address or Pick sample at its own cost from a centralized place. PT Provider tries its best to sort out this issue before sample dispatch, but any exigencies may be there.
- Registration is on first cum first basis. Participants who register late may be shifted to next PT round. PT provider may suggest/ request for participation in a specific round for meeting the minimum participants requirement or otherwise.
- The relevant information on ISO/IEC 17043 accreditation of PT provider by NABL is made available on website [www.greenalliance.in](http://www.greenalliance.in) (complete scope as well as certificate). Please clarify before registration if participant has any confusion on the status of PTP accreditation. The PT rounds whether covering accredited parameters or non-accredited parameters or both accredited as well as non-accredited parameters are run as per ISO/IEC 17043 and ISO 13528. The non-accredited parameters in a round or non-accredited rounds introduced from time to time are brought under the purview of accreditation in subsequent cycles in line with NABL-163. The participants are informed in line with NABL-133 and separate report is issued for non-accredited parameters or non-accredited rounds

## OPERATION

- PT round can be run earlier/postponed, or two rounds may be merged; A parameter can be removed/added in a round or range of testing may be varied at the time of running; This may be due to operational reasons; new developments; due to nature of product or matrix; homogeneity or stability issues and or reasons beyond control. Decision of PT provider in this regard is final. Participants are informed as applicable. **Rounds may have to be re-run due to problems in homogeneity and stability or any other technical or unavoidable circumstances. Fee is refunded except for tax part only when round cannot be run for more than 18 months from date of closure of registration.** Refund of fee else otherwise is subject to sole discretion of PT provider on such grounds as found to be satisfactory.
- There may be changes in timeline of PT rounds due to holiday(s) or unavoidable circumstances and participants are informed.
- **PT samples are sent on address given in registration form or as agreed with participant and or customer and all communications are done on emails given there in**
- Communications are through email only. Refer to website [www.greenalliance.in](http://www.greenalliance.in) for updates from time to time. **PT reports are given in soft format only (PDF)**
- **We shall not be responsible for any lapses due to incomplete or illegible registration forms / non-payments or delay in receipt of payments or information on account of problems with email / internet / online transactions and similar issues.** We acknowledge all emails within 72 hours (3 Days) except for result sheets or sample acknowledgement receipt forms. For Participant Result Sheet PT provider contacts participants after result submission date if results are not received. **In case no acknowledgement is received and or no information is received as per timeline provided for the PT round please contact on telephone and or email.**

- It is for participant to update its contacts with PT provider if there are any changes. We are not responsible for any miscommunication due to change in staff of the participant or otherwise.
- Methods to be adopted for testing or sampling are listed in PT calendar and further informed in instructions given to participants. Same or equivalent methods are to be followed, however, with in methods based on same principle, there may be operational variations. PT provider may provide specific instructions for the purpose of uniformity.
- PT provider does not provide summary of test results of participants in form of draft result sheet or final report to participants who have not cleared the payment. In such a case, PT provider is not responsible if subsequently it is found that any results provided by participants are entered wrong due to lack of cross checking or otherwise. PT provider also do not update the results to NABL of those participants whose payment is pending. Therefore, such participants cannot avail of benefits if any under NABL 163. **PT Participants are therefore advised to clear their payments as decided and in time. REPORTS ARE NOT RELEASED TILL PAYMENT IS CLEAR**
- All clarifications must be taken in writing on email, conclusions drawn from telephonic discussions are at participants own risk.
- PT Provider may refuse provision of PT services to the CAB in case of influencing/ canvassing/ threatening/ disrespectful behaviour/ use of abusive language/ proven evidence of fraudulent behaviour/ suspected collusion or issues affecting impartiality and integrity **USE OF REPORTS OR ANY OTHER PT PROVIDER DOCUMENTS AND RECORDS:** The report or any other documents and records of PT provider are strictly for use by participant for (i) to monitor its performance and or to improve the CABs activities (ii) to show to the CABs customers, regulatory authorities and organizations providing accreditation or recognition as part of audit or assessment requirements. PT report or any document or records in part or whole shall not be given by participant to anybody for any reason other than as stated above without taking the permission of PT coordinator in writing. PT provider can bar future participation for participant if misuse or unauthorized sharing or tempering or copy paste of any records or documents of PT provider is found.
- **External Service Providers:** PT provider uses a competent external service provider, in line with ISO/IEC 17043 for testing homogeneity and stability of PT items; preparation of some PT items under supervision as detailed out in PT design and plan for PT rounds, for example, as cubes, NDT; calibration of measuring equipment as applicable as well as for delivery of PT items. The sampling rounds does not involve subcontracting of any activities.

### Confidentiality

- Identity of participants is kept confidential by unique coding and is known only to persons involved in operation of PT round. Participants may be given the same code number in different PT round by chance. GEIPL has a continuing obligation to identify and report any actual or potential conflicts of interest arising during the performance of this program. If an actual or potential organizational conflict of interest is identified, GEIPL will immediately make a full disclosure to the appropriate parties.
- The information provided by participants to PT providers is kept confidential:
  - When PT provider is required by law or authorized by contractual arrangements to release confidential information, the consent of participating laboratory is taken, unless prohibited by law except as per NABL-181 or NABL-163 the records of PT round participation shall be accessible to NABL. Results shall also be shared with regulators or any other organizations providing recognition for the purpose of assessments etc. Results may also be shared with the customer for which a PT round is provided through a contractual arrangement for its participants.
  - Participants can also be asked to waive of confidentiality within the PT round for the purpose of discussion and mutual assistance or as required due to very nature of PT round

- PT provider may also use data and experience from operation of PT rounds for the purpose of further developments including, but not be limited to, use for research publications or conferences, however, identity of participants shall be kept confidential
- The identity of any external service provider used is not disclosed in report to ensure confidentiality
- Information about a participant or customer from a source other than participant or customer shall be kept confidential by PT provider. The identity of the source shall be kept confidential by PT provider and shall not be shared with the participant or the customer unless agreed by the source.

### **LEGAL**

- PT services may be affected due to number of uncertain factors beyond control of PTP. This may include Act of God, WAR, PANDEMIC, MAN MADE DISASTERS and similar other unavoidable circumstances, failures in delivery of sample, re-run, postponement or cancellation of PT round due to non-availability of requisite number of participants, issues related to homogeneity and stability etc. It is also the responsibility of the participating laboratory to use trained chemists in handling of the PT items and use appropriate PPEs. PTP is not responsible for any kind of accidents due to handling of PT Items. The liability of PTP is limited to refund of round fees.
- All disputes are subject to original jurisdiction of Courts in District SAS Nagar (Mohali), Punjab India only irrespective of any terms and conditions given in Purchase Order of Participants and whether objected or not by GEIPL.
- Typographical errors are subject to correction

**Feedback, appeal and complaint-** All due diligence is exercised in running the organization yet if anyone has any concern about any aspect of our activities, one can contact the undersigned

**KEEP YOURSELF UPDATED BY OBTAINING LATEST INFORMATION FROM PT provider FROM TIME TO TIME**

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