

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” wherever relevant to the context, and vice versa. Wherever the term PT is used it shall mean ILC (Inter Laboratory Comparison) / EQAS (External Quality Assurance Round) as relevant to the context. Terms and Definitions used here have meaning as defined in ISO/IEC 17043 or ISO/IEC 17025. PT Provider means Green Economy Initiatives Private Limited.

Information brochure on PT Scheme include following and is in public domain (www.greenalliance.in) as per PT Provider prevalent policies:- PT Calendars and Registration Form ¶ Terms & Conditions for participation ¶ PT Protocol ¶ Frequently asked questions ¶ Accredited Scope as per ISO/IEC 17043. For latest PT Calendars and Registration Form send an email to greenecomomyipl@gmail.com or send a WhatsApp at +91-8872061900 providing following information (1) Organization Name (2) Email id (3) Groups or Sub-groups in which PT required as Water, Air, Food, Pharma, Minerals, Fertilizers etc.

CRITERIA TO BE MET FOR PARTICIPATION:

Participation is given to participants directly or indirectly (via customers). Both accredited and non-accredited participants are eligible for participation except as detailed out in PT Protocol and or PT Design and Plan. Participant shall keep all technical or other records in line with requirements laid down in ISO/IEC 17025 for each activity related to participation in PT to facilitate audit trail (e.g. original data generated from analysis including any logged data, calculations, photographs, videos, status of calibration, use of reference materials etc.). PT Provider may or may not ask these records along with submission of PT Results. However, it is mandatory to provide such records in the stipulated time period whenever asked. The said records may also be verified by regulatory authorities or organizations providing recognition during their audits. The said record is also useful in doing root cause analysis. The failure of participant to provide said records or any other relevant information when asked by PT Provider may lead to ‘Results Not Considered’ / ‘Cancellation’ of participation. Decision of PT Provider in this regard shall be final. PT Provider do make arrangements to prevent collusion between participants or falsification of results, however, **prevention of collusion and falsification of results is sole responsibility and risk of customer and participant. Customer and participant is strongly advised not to engage in collusion or falsification of results. PT Provider may ban such customer and participant from further participation or take other action as deemed suitable.** Please also refer to our ‘CODE OF CONDUCT’ on www.greenalliance.in PT Provider except high standards of ethics and integrity from customer and participant as well as work in accordance with laws of the land.

- Calendars may be considered as quotations. Fees for participation for PT Scheme/ Round is given in the PT Calendar.
- **For registration submission of registration form is mandatory, except, as agreed by PT provider**

- 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. Only digitally signed bills are provided (No Hard copy is issued)
- **Registration is temporary till the payment is made. 100% Payments are to be made in advance including GST. PT Reports are not released till payment issues are resolved.**
- **Fill registration forms (preferably type) in legible manner**
If GSTIN is in name of individual/ Organization other than participant or payment is to be done by someone else, use extra sheet(s) for providing any additional information for billing purpose.
- **Full PT Round cost is payable whether participant report results for one or more parameters in a round, except, if agreed by PT provider.**
Participant may leave result reporting column for any parameter blank if they do not want to report result for a parameter for any reason. Participation for parameter for which results are not reported is not carried forward and participant has to register again in future with payment.
- PT Round fees may increase or decrease in future. Fees as agreed at the time of registration and as per Proforma Invoice / Bill raised is payable. Decision of PT Provider in this regard is final
- Tax (GST) will be charged extra as applicable. PT Round costs include PT Item 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 customer and or participant. Many times, participants may be in interiors. Customer and or participant shall have to pick PT Item from a nearby place to participant if door delivery is not possible when requested. Customer and or participant may be asked to provide alternate address or pick PT Item at its own cost from a centralized place. PT Provider tries its best to sort out these issues before PT Item 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 PT Round for meeting the minimum participants requirement or otherwise.**
- PT provider is accredited by NABL as per ISO/IEC 17043. Certificate of accreditation and scope is available on website www.greenalliance.in Please clarify before registration if participant has any confusion on the status of PT provider accreditation. PT Scheme whether covering accredited parameters or non-accredited parameters or both accredited as well as non-accredited parameters are run as per ISO/IEC 17043. The non-accredited parameters in a PT scheme or non-accredited PT Scheme introduced from time to time are brought under the purview of accreditation in subsequent cycles in line with policies of organization providing recognition. In compliance with NABL-133 (Policy for Use of NABL Symbol / Claim of Accreditation) separate PT report is issued for accredited and non-accredited parameters in a PT Scheme.

OPERATION:

- PT Round can be run earlier/postponed, or two or more PT Round may be merged, or timeline may be modified. A parameter can be removed/added in a PT 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; regulatory requirements, homogeneity or stability issues, request from participants and or reasons beyond control. Decision of PT Provider in this regard is final. PT Provider has no liability to provide any such parameter again in any future PT Round to participant. **Release of PT reports or timeline may be affected due to circumstances beyond control.** Any relevant changes are communicated to registered participants

- **Rounds may have to be re-run due to problems in homogeneity and stability or any other technical issues or unavoidable circumstances. Fee is refunded except for tax part only when PT Round cannot be run for more than 12 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 Items are sent on address given in registration form or as agreed with customer and or participant and all communications are done on emails given there in**
- Communications are through email only. Refer to website **www.greenalliance.in** for updates from time to time.
- **PT Reports are given in soft format only (PDF) via email / on downloadable from Portal.**
- PT Provider is not responsible for any lapses due to incomplete or illegible registration forms / non-payments or delay in receipt of payments or failure to match payment in PT Provider account and or problems with email / internet / online transactions and similar issues. We acknowledge all emails within 72 hours (3 Days) except for Participants Result Sheets or PT Item Receipt Acknowledgement Forms. For Participant Result Sheet if results are not received, PT Provider contacts participants after result submission date and resolves the issue. **In case participant does not receive any acknowledgement or no information is received as per timeline provided for the PT Round it is equal responsibility of participants to contact on telephone and or email so that matter is sorted out.**
- It is for customer and participant to update its contacts with PT Provider if there are any changes. We are not responsible for any miscommunication due to change in personnel of customer and or participant or otherwise or continued correspondence with past personnel as changes may take some time.
- **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 provides 'Draft Result Sheet' and PT Report (Final) with performance evaluation to only those participants who have cleared the participation fee. Where participation fee is not received / resolved, PT Provider is not responsible if subsequently it is found that any results provided by participants are entered wrong due to any reason or participant is not able to take any corrective action on its performance in a timely manner. PT Provider also does not provide performance evaluation of participant to organizations providing recognition or regulators or customer, if participation fee is pending. **PT Participants are therefore advised to clear their payments as per timeline agreed.**
- PT Provider may provide partial / restricted PT Report (Final) in some circumstances e.g. where participant assigned value is not to be disclosed due to customer specific requirements / due to very nature of design and planning of PT Scheme / due to non-payment of participation fee.
- **All clarifications must be taken in writing on email, conclusions drawn from telephonic discussions or WhatsApp are at participants own risk.**
- PT Provider may refuse provision of PT Services to the customer or participant in case of influencing/ canvassing/ threatening/ disrespectful behaviour/ use of abusive language/ proven evidence of fraudulent behaviour/ suspected collusion or issues affecting impartiality, confidentiality and integrity / pending payments / harassment / business conflicts / nuisance / misuse and or theft of reports, data and information, plagiarism. PT provider may forfeit any payments made for PT purpose in such scenarios and decision of PT provider shall be final

PT Provider may use external service providers for preparation/production of PT Item; testing of PT Items for homogeneity and stability and to meet other requirements of ISO/IEC 17043 : 2023 except for (a) the design and planning of PT schemes (b) the evaluation of performance and (c) the authorization of reports. However, as and when required GEI may use Technical Experts/ Advisory Committee while conducting different PT Schemes.

USE OF PT REPORTS OR ANY OTHER DOCUMENTS AND RECORDS FROM PT PROVIDER:

The report or any other documents and records of PT Provider are strictly for use by customer or participant for (i) Participation in PT with PT Provider (ii) To monitor performance and or to improve the participants performance (ii) To show to relevant regulators and or organizations providing recognition as part of audit / assessment requirements. PT Report or any document or records in part or whole shall not be shared and or used by customer or participant to any individual or organization including its other divisions/sections for any reason other than as stated above without taking the permission of MD of PT Provider in writing. PT Provider can bar future participation for customer or participant if misuse or unauthorized sharing or use or tempering or copy paste of any records or documents of PT Provider is found. The customer may be provided with PT Report as applicable and agreed for a particular purpose.

CONFIDENTIALITY:

- Identity of customer or participants is kept confidential by unique coding and is known only to persons involved in operation of PT Scheme. Participants may be given the same code number in different PT scheme by chance. GEI has a continuing obligation to identify and report any actual or potential conflicts of interest arising during the operation of the PT Scheme. If an actual or potential organizational conflict of interest is identified, GEI will immediately make a full disclosure to the appropriate parties and actions to eliminate or minimize risks to confidentiality and to maintain confidentiality
- The information provided by customer or participants to PT Provider is kept confidential including any information created during PT Activities:
 - 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 the records of PT Scheme participation are accessible to NABL. Results are also shared with regulators where asked by them. Results may also be shared with the customer for which a PT Scheme is provided through a contractual arrangement for its participants.
 - Participants can also be asked to waive of confidentiality within the PT Scheme for the purpose of discussion and mutual assistance or as required due to very nature of PT Scheme
 - PT Provider shares documents and records with organizations providing recognition e.g. NABL as part of its audit or assessment requirements.
 - PT Provider may use data and experience from operation of PT Schemes for the purpose of further developments including, but not be limited to, use for research publications or conferences, PT Conclaves, however, identity of participants is kept confidential
 - The identity of any external service provider used is not disclosed in report or otherwise to ensure confidentiality
 - Information about a customer or participant from a source other than participant or customer is kept confidential by PT Provider. The identity of the source is kept confidential by PT Provider and is no shared with the customer or participant unless agreed by the source.

LEGAL:

- PT Services may be affected due to number of factors beyond control of PT Provider. This may include Act of GOD, War, Pandemic, Man Made disasters and similar other unavoidable circumstances, failures in distribution of PT Item, re-run, postponement or cancellation of PT Round due to non-availability of requisite number of participants, issues related to homogeneity and stability etc. The liability of PT Provider is limited to refund of participation fees for the PT Round excluding tax. PT Provider absolves itself of any legal or financial liability arising out of activities of any of customer or participant participating in PT or any claims arising directly or indirectly from participation including its representatives, external service providers or experts or employees or representatives.
- All disputes are subject to original jurisdiction of Courts in District SAS Nagar (Mohali), Punjab India only.
- PT Participation is subject to acceptance of all terms and conditions as above irrespective of any terms and conditions given in any purchase order, contract, tender by customer or participant and whether objected or not by GEIPL.
- Typographical errors are subject to correction

APPEAL, FEEDBACK AND COMPLAINT:

All due diligence is exercised in running the PT Scheme yet if anyone has any concern about any aspect of PT Activities, one is encouraged to make an appeal, submit feedback or lodge a complaint by writing on email id given below.

Keep yourself updated by obtaining latest information from PT Provider from time to time

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