



January 2022

Birmingham Quality Terms and Conditions of EQA participation M-COR-002 v1

[1] The UK National External Quality Assessment Services (UK NEQAS) for Clinical Chemistry and for other services across laboratory Medicine including, but not restricted to, Haematitics, Antimicrobials and other EQA services, herein known as 'the Schemes', are hosted by University Hospitals Birmingham NHS Foundation Trust (UHBFT) and operated through Birmingham Quality.

[2] Samples distributed as part of the Schemes should be treated, handled and disposed of as if they were clinical specimens. Participants must ensure that their laboratory facilities and expertise are adequate to ensure the safe handling of these specimens during their participation in the Schemes.

[3] Membership of the Schemes starts on 1st April each year and continues until 31st March in the next year. If a participant joins part way through the annual period, a reduced fee may be payable reflecting the proportion of the annual service to be supplied for that part year. A participant may withdraw from the Schemes at any time, but no refund will be given of fees paid. Birmingham Quality may amend the design of Schemes during the year, and reserves the right to suspend services which are dependent on supply of clinical materials.

[4] Each laboratory will be registered under a unique code number, which is common across UK NEQAS centres in the case of UK NEQAS services. The fact of participation, identifiable raw data and identifiable performance scores are confidential to the participant and will not be released by the Scheme Organiser to third parties other than under any agreed and defined mechanism for providing follow-up and counselling to Laboratories outside our Limits of Acceptable Performance. All participants offering a direct or indirect clinical service in the UK are subject to the Joint Working Group for Quality Assessment in Pathology's Conditions of EQA Scheme Participation, or its successor.

[5] All reports, and all the data they contain, issued by the Schemes are Copyright and may not be distributed, published or used for promotion in any form without explicit permission of the Scheme Organiser on each and every occasion.

Participants are free to share information concerning their own individual participation or performance with individual clients (clinicians, GPs etc) without consultation, but must not include Scheme data in their advertising. The Scheme may use anonymised specimen and rolling time-window data to produce summary or method-specific or state-of-the-art data in Commentaries, Webinars and Publications etc.

[6] In the event of a participant failing to pay the membership fee by the due date, the Scheme Organiser reserves the right to terminate, without notice, the membership of that participant without prejudice to any claim for payment for services already provided.

[7] UHBFT and Birmingham Quality shall not be liable in any circumstances for indirect or consequential loss howsoever caused, including, without limitation, loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.

[8] Participants in the Schemes have entire responsibility for all samples distributed to them under the Schemes and all activities carried out by them or any third party in relation to the samples from the time of their receipt.

[9] UHBFT and Birmingham Quality warrant that all work carried out by them in relation to the Schemes will be carried out using all reasonable care and skill. All conditions, terms and warranties implied by common law, statute or otherwise are, to the extent permitted by law, hereby excluded.

[10] The liability of UHBFT and Birmingham Quality to the participant in any annual period resulting from or in connection with the provision of the Schemes by UHBFT and Birmingham Quality to the participant shall under no circumstances exceed the amount of the annual fee paid by the participant in respect of that annual period.

[11] These conditions shall be governed by and construed in accordance with English law, and UHBFT and the participant submit to the exclusive jurisdiction of the English Courts.

[12] Notwithstanding GDPR considerations, in addition to sending email reminders about the opening and closing of Distributions, we will occasionally send out information concerning Birmingham Quality and UK NEQAS services. This will include information on new services that we are switching on and also information on educational user groups, Roadshows or Webinars. We will not use your contact details for marketing of products out with this limited area.

[13] If there are additional unforeseen charges following Brexit or charges following edicts from the Government, we reserve the right to pass on such changes at cost to Participants, but we will not make any profit on any such levy.