



UK NEQAS Reproductive Science terms and conditions of EQA participation

V3 January 2019

1. The UK National External Quality Assessment Services (UK NEQAS) for Reproductive Science, herein known as the Scheme, are hosted by Manchester University NHS Foundation Trust (MFT) who are the legal entity.
2. Samples distributed as part of the Scheme 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 Scheme.
3. Membership of the Scheme 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 Scheme at any time, but no refund will be given of fees paid. UK NEQAS Reproductive Science 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 counselling to 'unsatisfactory performers'. 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. Participants are free to share information concerning their own individual participation or performance with individual clients without consultation (but not for advertising).
5. All reports, and the data they contain, issued by the Scheme are Copyright and may not be distributed, published or used for promotion in any form without permission of the Scheme Organiser.
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. MFT and UK NEQAS Reproductive Science 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 Scheme have entire responsibility for all samples distributed to them under the Scheme and all activities carried out by them or any third party in relation to the samples from the time of their receipt.
- 9 MFT and UK NEQAS Reproductive Science warrant that all work carried out by it in relation to the Scheme 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 MFT and UK NEQAS Reproductive Science to the participant in any annual period resulting from or in connection with the provision of the Scheme by MFT and UK NEQAS Reproductive Science 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. Data provided to UK NEQAS Reproductive Science by participants will be used solely for dealing with your UK NEQAS participation. UK NEQAS Reproductive Science has a Privacy Policy which is available from our website. Your data will be stored in accordance with this policy.
12. Enrolment in the scheme is not evidence that a laboratory is correctly performing reproductive science techniques to relevant recognised national or international standards (eg WHO, ISO, HFEA, ACE)
13. Collusion between participants and falsification of results is not permitted.
14. Participants will be informed of changes to scheme design or operation by email. This would also be reflected in the Participants' Handbook.
14. These conditions shall be governed by and construed in accordance with English law, and MFT and the participant submit to the exclusive jurisdiction of the English Courts.