

1. Purpose

The purpose of this general policy document is to provide users of our services with information around general business practise and expectations regarding reporting.

2. Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this Privacy Policy:

Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Global Proficiency Ltd.

Cookies are small files that are placed on Your computer, mobile device or any other device by a website, containing the details of Your browsing history on that website among its many uses.

Device means any device that can access the Site such as a computer, a cellphone or a digital tablet.

Personal Data is any information that relates to an identified or identifiable individual.

Service Provider means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analyzing how the Service is used.

Site refers to Global Proficiency's website, accessible from <https://www.global-proficiency.com>.

Usage Data refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

Website refers to Global Proficiency, accessible from <https://www.global-proficiency.com>

You means the individual accessing or using the Site, or the company, or other legal entity on behalf of which such individual is accessing or using the Site, as applicable.

3. Professionalism, Integrity, and Competence

Global Proficiency Ltd is committed to conducting its business with professionalism, integrity, and competence. To that end, employees shall act in a way that will uphold the reputation of Global Proficiency and shall be honest and trustworthy in the discharge of their duties. No employee shall be authorised or required to conduct work which they are not qualified or competent to do.

4. Accuracy and Impartiality

Confidence in the accuracy and impartiality of statements, reports and information prepared by Global Proficiency Ltd is paramount. We ensure that the information provided to our customers is fair and objective and based on sound practices to ensure consistency across all programmes and products. Opinions given by employees shall be honest, objective and not designed to please any particular customer, person, or interest.

5. Confidentiality & Privacy

- 5.1. Global Proficiency Ltd respects the confidentiality of information supplied by customers and the privacy of individuals.
- 5.2. All data submitted to Global Proficiency becomes the property of Global Proficiency Ltd and may be used for additional reporting, trending and/or reference material characterisation. Information relating to the results from, or performance of, individual laboratories will not be disclosed to any party other than the laboratory concerned, unless with the agreement of that laboratory. Where disclosure to a third party is obligatory (e.g., ASPAC or MPI via the Recognised Laboratory Programme) this will be made known to prospective participants at enrolment.
- 5.3. Summary information relating to the general performance of laboratories in any proficiency round or over specific periods of time may be disclosed to participants (for example in newsletters or the Annual Report). This summary information will not identify specific results or performance of individual laboratories. In specific programmes, information relating to laboratory performance is routinely made available to a third party by as per contractual agreements – this is made known to participants at the time of enrolment in the programme.
- 5.4. Global Proficiency staff will take all reasonable steps to ensure that all sources of information relating to results or performance – including electronic data storage, receipt, and transmission - are secure, and that operational procedures are implemented in accordance with these policies. Access to files containing customer sensitive information is restricted to Global Proficiency Ltd staff.
- 5.5. Our premises are locked when unattended and the alarm is continuously monitored by a security agency.
- 5.6. Global Proficiency also has a Privacy Policy which is available to our customers via our main website, located in the 'About Us' page. This policy contains information relating to the

protection of participant's confidential information, proprietary rights during the submission of electronic information, and security relating to online credit card payments.

6. Conflicts of Interest

Global Proficiency strives to avoid situations where a potential conflict of interest could exist, or even be seen to exist. Conflicts of interest can occur where an individual or organisation may have multiple interests; one of which could possibly encourage the incentive for an act in another. Global Proficiency's operation and policies as covered in our Quality Manual have been designed to avoid any potential or actual conflicts of interest, at both the individual and company levels. These policies and procedures are reviewed on an annual basis and are included in staff induction and training procedures.

7. Disclosure of Assigned Values

To ensure participants cannot gain advantage from early disclosure, comparisons of laboratory performance are only undertaken once all data is submitted, and the round has been closed off for assessment.

8. Re-Issue of Reports

Reports issued at the conclusion of a round are usually the final report. However, there are exceptions:

- Where the report issued at the close of a round is in error due to a fault on the part of Global Proficiency, the error will be corrected:
- A revised report will be issued to the affected laboratory. This report will have the same status as the original report (e.g., Report 1 will be Report 1) and will be clearly identified to indicate which version is the valid report for that round.
- Communication accompanying these reports (e.g., email) will advise the source of the error and explain the status of the revised report.
- If consensus values or proficiency assessments are significantly affected, the Programme Leader may issue revised reports to all participating laboratories.
- For the Soil & Plant programme (ASPAC), an Interim Report is issued at the conclusion of the round. The final report for each round is issued as an Annual Report after the conclusion of the annual series of proficiency rounds. Changes to grouping of test data by method, or exclusion of data for related reasons may occur between Interim Reports and Annual Report.

- Where test data is known to be in error (for example through transcription, incorrect units, or other fault of the laboratory), a laboratory may request an Amended Report indicating the performance assessment that would have applied had the error not occurred. Reasonable evidence will be required that an error has occurred. This report will be clearly identified as an Amended Report.
- Where a laboratory has requested a blind re-test sample/s (which may not be the same sample/s), a Retest Report may be issued in relation to the retest result. This report will be clearly identified as a Retest Report.

9. Late Reports

9.1. Where results have been submitted after the Results Due date (or later time decided by the Programme Leader) a Late Report may be issued. This report will be clearly identified as a Late Report.

9.2. Once the results due deadline has passed, late results cannot be entered on-line via the data entry portal, so need to be emailed to Global Proficiency. To submit late results participants should contact the Programme Leader and request a data entry template which can be completed and returned.

9.3. The criteria for acceptance of late results for generation of a Late Report is detailed below.

- **Formal request for a time extension:** A participant can request an extension prior to the results due deadline. A period of 24 hours will usually be granted but is programme-dependent and at the Programme Leader's discretion. Providing results are submitted prior to the extension deadline a late fee will not be incurred.
- **Laboratory ordering previous rounds or receiving shipments late:** Global Proficiency is usually able to offer previous rounds to participants for stable product and this service is often used by new participants or those wishing to expand their test scope or Key Technical Person status. In this case, and in the case where international participants may have received their samples late (due to delays in transit or customs/quarantine clearance procedures), then Global Proficiency reserves the right to apply a small 'Late Report Processing fee' to cover costs of generating reports outside the initial processing/reporting run.
- **Results submitted late with no prior communication:** Global Proficiency will process late results, with the following criteria:
 - A 'Late Report Processing fee' will be applied based on the time taken to provide the report at our standard hourly rate, with a minimum fee of 0.5 hours. Prior to processing the results, the customer will be provided a Quotation with a request for a Purchase Order which needs to be supplied before the request is initiated.
 - Assessment and generation of Late Reports will be undertaken on a batch basis and not as and when received. Dependent on when the results are submitted, there may be a wait of up to 3 weeks before the report can be provided.

- **Reports required urgently:** Global Proficiency can provide urgently required reports, usually within 48 hours, however all urgent reports will incur a significant 'Urgent Report Processing fee'. Prior to processing, the customer will be provided a Quotation with a request for a Purchase Order which needs to be supplied before the request is initiated.

10. Gross Errors

- 10.1. Results which are clearly gross errors (e.g., wrong units or decimal point in wrong place etc.) are usually included in the data set but should normally be excluded by outlier selection procedures. If grossly erroneous results are not excluded by the outlier selection processes - and a consensus value is affected significantly - then the Programme Leader may exclude this data if there is reasonable evidence of error.
- 10.2. If results are clearly in error due to transposition errors (i.e., results are linked to the wrong sample number) and these results are not excluded by outlier selection processes, then all such results may be excluded from the data sets.

11. Externally Provided Products & Services

Some aspects of the services and products we provide may be undertaken by an agency external to Global Proficiency, known as an external product or service provider (formally known as 'subcontractors'). Where this occurs, the information shall be made known to participants (for example in a Proficiency Guide). Global Proficiency retains ultimate responsibility for any work undertaken, or products provided, and our quality management system ensures this is only conducted by competent providers who meet our requirements.

12. Collusion and/or Falsification of Results

It is the responsibility of all participants to avoid any collusion or falsification of results to ensure the ongoing integrity of all Global Proficiency information and assessments. If collusion or falsification between participating laboratories is suspected by any staff member, this matter will be discussed with their manager. If there is reasonable evidence of such practices these concerns would be discussed with Senior Management of the laboratory concerned.

13. Complaints and Appeals

Whilst the aim of Global Proficiency is to provide the best service possible, a clear system for the handling of complaints and appeals (appeals are applicable to proficiency testing programmes only) is very important and investigation is given high priority. Participants can contact Global Proficiency by phone, e-mail or letter giving precise information as to the nature of their complaint or appeal.

13.1. Complaints

- 13.1.1. All complaints are investigated, overseen, and reviewed by the Quality Manager. Those involved will depend on the nature of the complaint, who received the complaint, and should involve any staff members directly involved in the original work. However, the final decision to be communicated to the complainant will be made by either the Quality Manager or the Business Manager – whoever has not been involved in the original activities in question.
- 13.1.2. Results of investigations, conclusions drawn, and actions taken are documented as part of Global Proficiency's Quality System and are subject to external audit. The complainant will be advised of the investigation and actions taken.
- 13.1.3. Confidentiality of all complainant information and documents will be maintained at all times. At no time will the investigation or final decision regarding the complaint result in any discriminatory action against the complainant.

13.2. Appeals (PT Programmes)

- 13.2.1. Appeals may be made in relation to the application of criteria or any other processes which may impact an individual's or organisation's performance rating. Participants are encouraged to contact the Programme Leader in the first instance to discuss their concerns and attempt to resolve them informally through the provision of explanatory information. If this informal review does not resolve the concern, then a formal submission is requested as directed above.
- 13.2.2. Formal investigations of appeals are coordinated by the Programme Leader responsible for the proficiency testing programme in question. They may seek input from senior personnel including the Quality Manager, Business Manager or Senior Systems Analyst.
- 13.2.3. The appellant will be kept informed of progress and once the investigation is complete, will be notified whether their appeal has been deemed valid, and if so, the steps Global Proficiency will take to amend the original rating or assessment. If the appeal is deemed not valid, the basis for rejection of the appeal will be made clear.
- 13.2.4. Confidentiality of all appellant information and documents will be maintained at all times. At no time will the investigation or final decision regarding the appeal result in any discriminatory action against the appellant.