

# Terms and Conditions of Participation in GeoPT

The GeoPT programme is operated by the International Association of Geoanalysts (IAG) for the benefit of the geoanalytical community. By taking part in GeoPT, participants must accept the following:

## General terms and conditions

- A. The IAG shall not be liable for any loss, damage, personal injury or death (other than death or personal injury suffered as a result of negligence on the part of the IAG) which results from the operations of the participant whether or not in relation to GeoPT.
- B. The IAG shall not be liable to the participant for loss (whether direct or indirect) of reputation, profits, business or anticipated savings or for any indirect or consequential loss or damage whatsoever even if previously advised thereof and whether arising from negligence, breach of these Terms and Conditions or howsoever.
- C. In any event, and notwithstanding anything contained in these Terms and Conditions, IAG's liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with these Terms and Conditions shall be limited to the price for the proficiency test giving rise to such liability.
- D. The IAG does not grant any warranties in relation to GeoPT products or the supply of analytical services or distribution of the proficiency test, and all other conditions, warranties, stipulations or other statements whatsoever, whether express or implied, by statute, at common law or otherwise howsoever, relating to the GeoPT products, analytical services or proficiency tests are hereby excluded. In particular, (but without limitation to the foregoing) no warranties are granted regarding the fitness for purpose, performance, use, quality or merchantability of the GeoPT products, whether express or implied, by statute, at common law or otherwise howsoever.

## Specific terms and conditions

1. Each round of the GeoPT programme is conducted as far as possible in accordance with the published *Protocol for the Operation of the GeoPT Proficiency Testing Scheme (2002)*, available for download at <http://www.geoanalyst.org/documents/GeoPT-protocol.pdf>. If variations arise in a particular round, they are documented in the relevant report. Whilst every effort is made to ensure that the operation of GeoPT conforms to the published protocol and that results appearing in GeoPT reports provide an accurate account of the results submitted, neither the IAG nor any individuals undertaking activities on behalf of the IAG can be held liable for deficiencies in the operation of GeoPT nor for errors made in the reporting of results nor for the consequences of any errors that might occur. Participation in GeoPT implies acceptance of this condition.
2. Participation in GeoPT is open to any commercial enterprise, academic institution or governmental organisation prepared to make advance payment to the IAG at the current rate. The administrators of GeoPT reserve the right to exclude laboratories whose subscription remains unpaid by the reporting deadline. GeoPT will provide paid-up subscribers with a report that expresses their results in the form of a z-score for each oxide/element that has been given an assigned or provisional value.
3. GeoPT undertakes to supply subscribers twice per year with a test sample that has the composition of a regular silicate rock; this may be accompanied by a supplementary sample. Test samples are dispatched to addresses recorded on the GeoPT website, allowing ample time for delivery and for analysis to be undertaken. Participants are notified by email at the time of

dispatch. If a sample has not arrived at a destination in Europe or North America by 2 weeks following dispatch, or in the rest of the world by 5 weeks following dispatch, the organisers should be informed ([geopt@macace.net](mailto:geopt@macace.net)) and a replacement will be sent by courier. While GeoPT will make every effort to ensure that samples are received in good time, GeoPT cannot be held responsible for non-arrival of test samples. However if the non-arrival of a sample prevents participation in a round of testing, GeoPT will apply a credit to the subscriber's account.

4. The identity of laboratories submitting results to the GeoPT programme and their account details are maintained as confidential by the IAG. The IAG reserves the right to publish reports or any other investigations involving GeoPT data (containing anonymised details of analytical results and/or procedures undertaken) by any appropriate means. Neither the identity of a participating laboratory nor the results submitted will be communicated to any third party without the formal approval of that laboratory. *Note: To maintain confidentiality, it is incumbent upon participating organisations to inform us when contact personnel are no longer active. Only when we have such notification can we prevent former contact personnel from accessing results.*
5. Paid-up participants of the GeoPT programme have the right to use the GeoPT website to enter and/or import data, to access reports, to amend their own details for communication and for delivery of samples and to receive news from the organisers. The organisers reserve the right to deny access to any participant who abuses the system.
6. Participants are expected to ensure that their personal and institutional data as recorded on the GeoPT website is correct and up to date so that they continue to have access to the website and are contactable by the organisers. In addition, they should ensure that receipt of emails from [geopt@macace.net](mailto:geopt@macace.net) (for direct contact with the administrator) and [noreply@geopt.info](mailto:noreply@geopt.info) (for automated notifications) is permitted and they are not intercepted or trapped as junk or spam.
7. Participants are expected to supply via the GeoPT website analytical data and information about their procedures that are correct to the best of their knowledge, and to ensure that the data have been obtained and reported in the manner requested in the *Instructions to Analysts*. Participants are requested to check that the results they have recorded on the system are correct before submitting them. Should there be any apparent discrepancies in the data recorded in the report participants should notify us immediately. If incorrect data have been submitted, z-scores can be provided for the revised data. However, results cannot be corrected in the report produced for any round as the reporting of data is considered to be part of the proficiency test.
8. Participants are expected to adhere to good laboratory practice when analysing the test samples provided by GeoPT. In particular, test samples should be handled with appropriate care in respect of health and safety that is compatible with geological samples. This includes taking precautions against the inhalation or ingestion of dust when handling test samples, and taking precautions to avoid inhalation of fumes when fusing or roasting samples. Samples identified as being derived from mining operations or tailings sites or certain categories of environmental sample could contain significant amounts of toxic elements that are hazardous to health. In addition, some samples, e.g., those containing sulfide or arsenide minerals, may attack platinum-ware or other laboratory equipment. IAG cannot accept responsibility for any damage or misadventure occurring when handling or processing the test samples.