Terms and Conditions

The Terms and Conditions outlined below, together with the quotation provided to and accepted by you, form part of the agreement (collectively the “Agreement”) between yourself (hereinafter interchangeably referred to as “you”) and the Institute for Quality Management in Healthcare (“IQMH”) relating to your participation in the proficiency testing survey(s) referenced therein, including your use of any and all materials and information provided to you in relation to the proficiency testing survey(s). By accepting the quotation, you agree as follows:

Quotation

On receipt of your acceptance of the quotation and these Terms and Conditions, IQMH will proceed to effect your enrolment in the related survey(s).

Program Participation

Qualifying Organizations

In order to participate in any IQMH proficiency testing survey, each participant must be free from any conflict of interest which may interfere, in fact or perception, with the objective participation, evaluation, scoring, or conduct of the proficiency testing survey. By accepting the quotation and related Terms and Conditions, you acknowledge this requirement and confirm to IQMH that there are no known conflicts of interest relating to your participation in the referenced proficiency testing survey(s). Furthermore, you acknowledge that if any such issues or concerns arise or come to your attention in the future, you will notify IQMH in writing immediately of such.

Testing Material and Related Information

If a proficiency testing survey requires specific material (also referred to as product(s)), this material will be shipped to you at the address provided by you. Your participation in the survey is dependent on the availability of related material and, in IQMH’s opinion, the suitability of the material for transport to your location and availability of appropriate means of shipment.

When testing material is provided, critical handling, storage, use and other information (which in certain cases may include intellectual property rights) will be noted on labels and/or inserts contained in/on the package or packaging. You agree to note and comply with any such information or terms therein provided.

Import Permits

Many countries require import permits or certificates of origin for customs clearance (regardless of hazardous status of product). Please request information from local authorities to determine if any permits or other documentation is/are required prior to confirming enrolment. You are responsible for obtaining import permits or other documentation and forwarding such documents to IQMH for inclusion with the product shipment. Products with hazardous materials may require special permits; additional charges may apply as well. Products will not be shipped without required documentation. Every effort will be made to ensure that shipments reach their destination in a timely and efficient manner. If duties or import taxes apply, they are solely your responsibility and cannot be waived by IQMH.

Order Confirmation and Acceptance

An invoice is issued upon acceptance by you of your quotation and these Terms and Conditions. The invoice you will receive will contain the following:

- Order Number and Customer ID
- Bill to Information
- Ship to Information
- PT Surveys ordered

Please review the quotation and Terms and Conditions carefully. If the information is accurate, retain a copy of the quotation and Terms and Conditions for your records. If changes are required, please contact IQMH immediately at info@iqmh.org. Once you’ve accepted the quotation and Terms and Conditions, you will be provided with an Order Receipt, which may be provided to your accrediting/inspection agency as verification of enrolment in external quality assessment/proficiency testing for your facility.

You will receive an email notification regarding secure access to QView™, IQMH’s proprietary information sharing platform Customers can access QView™ by going to www.qview.ca where they will find information including details about the proficiency testing surveys and related shipping schedules.
Refund/Cancellation Policy

Material and cancellation charges will apply based on IQMH’s commitments relating to testing material, handling and survey administration.

IQMH reserves the right to discontinue your enrollment if it is subsequently determined that conditions of participation are not being met. In such cases, IQMH will provide you with prompt notice of such in writing.

Survey cancellations must be received in writing three (3) months prior to the survey ship date to be eligible for a partial credit for that survey. Your facility will be issued a credit for cancelled surveys based on the material procurement arrangements related to the survey(s) in question and the number of shipments remaining in the program year. The credited amount would be net of any material and/or cancellation charges as per above. Credits will be applied to the following year's order. If no order is being placed for the next year, a refund cheque will be issued upon request at the end of the current program year.

Survey participations are invoiced when enrolment is confirmed, and payment is due 30 days from invoice date. We reserve the right to withhold shipments and/or suspend participation for overdue accounts.

Human Pathogens and Toxins

Canadian clients must ensure that they are licensed under the Human Pathogens and Toxins Act (HPTA) and provide evidence of such.

Samples distributed as part of the Microbiology Program may contain pathogens of Risk Group 2 or lower (Transportation of Dangerous Goods [TDG] Classification: UN3373 Biological Substance, Category B). Participants must ensure that their facilities and expertise are adequate to ensure the safe handling of these organisms during their participation in the program.

Participants must be licensed or approved by applicable local regulations to possess, handle, store, and dispose of specimens that may contain potentially infectious human pathogens.

International clients must ensure that activities are conducted in accordance with any applicable biosafety and biosecurity standards and policies in the foreign jurisdiction and provide evidence of such compliance.

Privacy and Confidentiality

“Confidential Information” means all information concerning the business, technology, operations and assets of IQMH, including any survey questions, methodology, approach, applications or other related processes and information, which Confidential Information has been or may hereafter be provided or shown to you in connection with your survey participation. You agree to keep all such Confidential Information secret and shall not, except with the prior written consent of IQMH, use or disclose the Confidential Information except in accordance with the terms of this Agreement. You shall use reasonable care and consistent measures to safeguard your own confidential and proprietary information; and to ensure that you keep the Confidential Information confidential. You acknowledge that not all Confidential Information will be marked as such. Therefore, if there is any doubt as to whether information is Confidential Information, you will treat the information as Confidential Information. You will not attempt to gain access to Confidential Information you are not specifically authorized to access. At the request of IQMH, you will either destroy all Confidential Information or surrender all originals and all copies of any of the Confidential Information that you may have in your custody and you shall provide to IQMH, at its request, a certificate which verifies the destruction or the return of such Confidential Information.

You also acknowledge that in order to participate in the IQMH survey, information will be communicated using internet and intranet tools and applications. IQMH considers the privacy and confidentiality of its customers’ information seriously and abides by the Personal Information and Protection of Electronic Documents Act. While we will endeavour to take the appropriate steps and precautions to ensure security, complete and absolute assurance in this regard cannot be provided and is outside of IQMH’s reasonable control. By participating in the surveys, you acknowledge and accept this risk.

Disclaimer of Warranties

Your use of the services is at your sole risk. IQMH expressly disclaims all warranties of any kind, whether implied or expressed, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
No advice or information, whether oral or written, obtained by you from IQMH (including its employees, contractors, agents, officers, directors, subsidiaries and affiliates) or through or from the services shall create any warranty not expressly stated in these terms of service.

Waiver of Damages
You expressly understand and agree that:

Notwithstanding anything else in these Terms and Conditions, or otherwise, IQMH shall not be liable for any damages, including without limitation direct, indirect, consequential, special, or exemplary damages, including without limitation damages for lost profits, procurement of substitute goods, goodwill, data or other losses (even if IQMH has been advised of the possibility of such damages) arising out of or related to your use of or inability to use the service.

Indemnification
You agree to indemnify and hold the IQMH and its employees, contractors, agents, officers, directors, shareholders, subsidiaries, and affiliates harmless from any losses, damages or costs, including reasonable legal fees resulting from any claim or demand arising out of or related to your use of the survey and any other services, including without limitation claims arising out of or related to your violation of these Terms and Conditions, or your violation of the rights of another person. Should the IQMH be notified of a pending legal action or receive notice of the filing of a legal action, the IQMH may seek written confirmation from you concerning your obligation to indemnify the IQMH, and you agree to provide such confirmation promptly.

General Terms
IQMH shall have the sole discretion as to what constitutes a violation of any of these Terms and Conditions.

You may not sell or resell the services provided by IQMH to you.

You may not assign or otherwise transfer this agreement without IQMH's explicit written permission.

Governing Law and Jurisdiction
The Terms of Use shall be construed, interpreted, and governed in accordance with the laws of the Province of Ontario. You expressly consent to the exclusive forum, jurisdiction, and venue of the courts of Ontario and/or the Federal Court of Canada in Ontario.

Severability
In the event that any one or more of the provisions of the Terms and Conditions shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision(s) shall be deemed not to have been written and shall not affect the validity or enforceability of any other provisions of the Terms and Conditions.

Entire Agreement
These Terms and Conditions, together with the accepted quotation, contain the entire Agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. These Terms and Conditions together with the quotation supersede any prior written or oral agreements between the parties.

No Waiver
No waiver of any breach of the Terms and Conditions shall operate as a waiver of any similar subsequent breach or of the breach of any other provision of this Agreement. No provision of the Terms and Conditions shall be deemed to be waived and no breach excused unless such waiver or consent excusing the breach is in writing and signed by the Party that is purporting to have given such waiver or consent. No delay or omission on the part of any Party to this Agreement shall constitute a waiver of any such right. No waiver or failure to enforce any part of the Terms and Conditions shall in any way affect the validity of this Agreement or any part of it.

CHECKING (ELECTRONICALLY) THE "I AGREE TO ACCEPT THE QUOTATION AND THE ENTIRE TERMS AND CONDITIONS" BOX CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS AND THE QUOTATION.