

## Confidentiality Agreement

### 1. Parties

Whereas \_\_\_\_\_, hereinafter referred to as the “Laboratory” wishes to participate in proficiency tests;

Whereas HN Proficiency Testing, Inc. offers such tests on a commercial basis;

Now therefore, to be considered eligible to participate in proficiency tests organized by HN Proficiency Testing, Inc., the Laboratory agrees to the following:

### 2. Confidentiality

#### 2.1 Confidential Information

“Confidential Information” shall mean all information and data, which may be disclosed to the Laboratory or acquired by the Laboratory from HN Proficiency Testing, Inc., its customers, suppliers, employees or agents with respect to the business and operations of HN Proficiency Testing, Inc., its customers or suppliers in the course of participating in proficiency tests organized by HN Proficiency Testing, Inc.

Confidential information may be disclosed to the Laboratory, for example, for the purpose of facilitating the logistics in proficiency testing or for the purpose of enabling the Laboratory to correct potential errors in reported results.

Examples of confidential information are:

- The identity of other laboratories participating in a given proficiency test.
- Reference values for proficiency tests that are currently underway.

#### 2.2 Confidentiality Agreement

It is understood and agreed that Confidential Information is proprietary to HN Proficiency Testing, Inc., its customers or suppliers, as applicable and that the misuse or disclosure of Confidential Information may be detrimental to HN Proficiency Testing, Inc., its customers or suppliers. Accordingly, during the term of the Laboratory’s participation in proficiency tests organized by HN Proficiency Testing, Inc., and at all times thereafter, the Laboratory shall:

1. Not use Confidential Information for any purpose other than participation in proficiency tests organized by HN Proficiency Testing, Inc.
2. Ensure that all of its employees, customers or suppliers, to whom Confidential Information is disclosed abide by this confidentiality agreement.



### **3. Anonymity**

It is understood that the fact that the Laboratory participates in proficiency testing, as well as the Laboratory's performance in said proficiency testing is sensitive information.

HN Proficiency Testing, Inc. is responsible for seeing that confidentiality is maintained by its employees, advisors, customers and suppliers concerning the identity of participating laboratories and their performance in proficiency tests.

HN Proficiency Testing, Inc. will:

- Disclose the identity of laboratories participating in a proficiency test to other laboratories participating in the same test, solely as needed to facilitate shipping of artifacts, i.e. the Laboratory will learn the identities of the laboratory from which it receives the artifacts and the laboratory to which it ships the artifacts. *The Laboratory will advise HN Proficiency Testing in writing, if these arrangements are not acceptable.*
- Release reports and other information that allow the identification of the Laboratory's proficiency test results to third parties only upon written request from the Laboratory.

HN Proficiency Testing, Inc. will not:

- Confirm or deny the fact that the Laboratory participates in proficiency testing to third parties unless directed in writing to do so by the Laboratory.

### **4. Ownership of Artifacts and Shipping Cost**

The laboratory acknowledges that the artifacts used for the proficiency tests are the property of HN Proficiency Testing and are to be returned to HN Proficiency Testing or forwarded to the next participant pursuant to HN Proficiency Testing's instructions at the cost of the laboratory. The artifacts are to arrive at the designated destination at the agreed upon time, generally the Friday of the test week, unless prior arrangements have been made. If the artifacts are not shipped in a timely manner, a late fee applies and all reports will be withheld until such fees are paid.

### **5. Sharing of Information With Accreditation Body**

I hereby authorize HN Proficiency Testing to disclose my proficiency testing results to my accreditation body.    Yes                       No                       (initial the appropriate box)

My accreditation body is: \_\_\_\_\_

### **6. Signatures**

For the Laboratory:

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

For HN Proficiency Testing, Inc.:

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_