

# Terms and Conditions of National Metrology Institute of Malaysia (NMIM) Proficiency Testing Activities

## 1. The service

Proficiency testing activities are programs conducted by National Metrology Institute of Malaysia (NMIM) to assess the ability of laboratories to competently perform specific calibration and/or measurements. Proficiency testing activities include Proficiency Testing (PT) and Measurement Audit (MA) programs.

## 2. NMIM Obligations

NMIM will conduct the PT activities in accordance with our Instruction to Participant which draw upon the requirements set out in ISO/IEC 17043.

## 3. Participant Obligations

3.1 Participant shall follow all instructions stated in the Instruction to Participant.

3.2 Participant shall arrange for report collection. Should participant request for NMIM to courier the report, a minimum of RM20 will be charged.

## 4. Fee and Payment

### 4.1 PT Program:

NMIM will issue a proforma invoice to applicant upon acceptance of the PT application form. Applicant shall pay the participation fee in full within 15 days of the proforma invoice date.

### 4.2 MA Program:

NMIM will issue an invoice to applicant after completion of the program.

4.3 Payment of the service rendered shall be made payable to SIRIM Berhad. NMIM will accept payment of the fee either via electronic fund transfer (EFT), credit/debit card or bank cheque (upon cheque clearance).

## 5. Cancellation

5.1. NMIM reserves the right to cancel, postpone or reschedule any program due to unforeseen circumstances. If NMIM exercises this option, participant will be notified the soonest possible to minimize any inconvenience. NMIM will not accept any responsibility for any costs incurred.

### 5.2. PT Program:

5.2.1 If the payment of program participation fee has not been received within the stated period, the registration may be cancelled. A registered participant will always be notified prior to this occurring.

5.2.2 A full refund is available if:

5.2.2.1 The program is cancelled by NMIM.

5.2.2.2 Cancellation by the applicant is made not less than 20 working days prior to the measurement date.

5.2.3 Cancellation made less than 20 working days prior to the measurement date is subject to a full fee to cover for the fixed cost commitment. NMIM cannot accept responsibility for changes to applicant work commitments or personal circumstances.

5.2.4 In the event when a refund is due for the participant, a full refund will be made within 30 days.

5.3. If the participant fails to submit the results for a program, the fee will not be refunded, and the notification letter will be issued to the participant.

## 6. Test Item

### 6.1 Delivery of Test Item(s)

Participant shall pay the cost of the test item transportation to and from NMIM.

### 6.2 Lost & Damaged Test Item(s)

Participant is responsible for the risk of any loss, destruction or damage to the test item(s) resulting from:

6.2.1 neglect, carelessness, or misuse including without limitation any use which is not in accordance with the instructions issued with the test item(s) or its appendices, or improper or inadequate maintenance of the test item(s);

6.2.2 modification, tampering or repair of the test item(s) by the participant;

6.2.3 any electrical surges or voltages exceeding those outlined in the user manual or installation guide;

6.2.4 any damage caused by mishandling of the test item(s) during the transportation or relocation by the participant;

6.2.5 any damage resulting from the use of bleach or other cleaning reagent on the test item(s);

6.2.6 any other defect or damage on the test item(s) due to the negligence of the participant

Participants shall promptly notify NMIM in writing for any loss or damage. If proven that the loss and damage are caused by the participant due to the above-mentioned reasons, participants shall pay the current value of the test item(s) to NMIM or replace the test item(s) with an equipment that has similar specification and well functioned.

## 7. Participant Collusion and Falsification of Results

7.1 Confidentiality: Participant shall keep all the details regarding the program as confidential. Seeking any information on test item(s) prior to the participation in a PT program is strictly prohibited. Participant will be allowed to share the data only with the NMIM PT Coordinator or NMIM Technical Expert. Sharing any information of the test item(s) or measurement results between participants, which is provided in the reports, are strictly prohibited.

7.2 NMIM reserves the right to terminate any participation if the participant has violated any quality policies, procedures for care and handling of test item(s), repeated technical delays, or other technical issues that could potentially adversely affect the results of for the other participant.

7.3 NMIM reserves the right to terminate any participation if there is clear evidence of collusion or falsification of results by the participant.

## 8. Confidentiality of Results

All data and information received by NMIM from the participant are considered confidential unless the participant has given written permission to pass on the information.

## 9. Use of Report

The participant shall not use any report issued by NMIM for any purposes other than the internal measurement assurance or accreditation/recognition activities. The report whether in whole or any part thereof, or short abbreviations shall not be published or used in any manner by the participant or its representative to advertise the products on the print and electronic media generally or in brochures and advertisements especially without specific written permission of Senior Director, National Metrology Institute of Malaysia, SIRIM Berhad (NMIM), of which the Senior Director has the right to give consent to all statements in any form of publicity given the possibility of truth.

## 10. Appeal of Performance Assessment

Participants may appeal against the evaluation of their performance in PT or MA program as stated in the Instruction to Participant. The appeal shall be forwarded to NMIM PT Coordinator, in writing.