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# TERMS AND CONDITIONS OF MEMBERSHIP AND EQA SCHEME PARTICIPATION

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## 1. CROSS REFERENCES

- DOC2918 – Materials Certificate of Destruction form
- DOC4351 – EMQN Privacy policy

## 2. SCOPE

This document contains the terms and conditions that member laboratories and associated individual account holders must read and accept before they can access the EMQN Website and participate in our EQA activities. Terms and conditions may be updated from time to time without prior notice as detailed in item 4 below. When the terms and conditions are updated, each account holder must read and accept the updated terms and conditions before they can access the website. This update process is automated and facilitated via a request (using the issue tracking system) to the QA Manager website hosting company (Certus Technology Associates Ltd).

## 3. BACKGROUND TO MEMBERSHIP

The EMQN is financially supported by subscription fees. An annual fee is charged to register a laboratory as a member of the network. The membership period runs from 01 January to 31 December and the fee is payable every year. As a member of EMQN, laboratories can participate in our EQA schemes and best practice meetings. Registered member laboratories must, as a default, provide a Primary Contact person. Additional contact persons (up to 20 different) may also be registered per member laboratory account. Each contact person receives a username and password which allows them to access the EMQN member-only services (such as EQA, best practice etc). The fee structure associated with EMQN membership is detailed on the EMQN website by visiting the following link: <https://www.emqn.org/participating-in-eqa/costs-of-participation/>.

## 4. TERMS AND CONDITIONS OF LABORATORY MEMBERSHIP

**To proceed please read and acknowledge acceptance of the following terms**

These are the terms and conditions which apply to EMQN member laboratories participating in EMQN EQA schemes and other associated activities (e.g., best practice). Please read them carefully. By proceeding with registering for any of the EMQN EQA schemes (and other associated activities) you are deemed to have accepted these terms and conditions. If you do not agree with these terms and conditions, then please do not proceed with a membership application. Should existing members disagree with any updates to terms and conditions as stated under item 2 above, they should contact the EMQN office ([office@emqn.org](mailto:office@emqn.org)) for advice on how to close their EMQN account.

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EMQN reserves the right at its discretion to amend, update, modify or replace these terms and conditions at any time without notice. Any such amendment, update, modification or replacement shall be effective once the revised terms and conditions have been posted on this website. You are responsible for checking the terms and conditions of this website each time you use this website and your use of this website indicates your acceptance of the terms and conditions applicable at the time you access the website.

These terms and conditions were last updated on 9<sup>th</sup> September 2019.

#### 4.1 EQA Scheme Registration

- 4.1.1 To participate in our EQA schemes and best practice meetings, a laboratory must be a registered member of EMQN.
- 4.1.2 There is an EMQN membership fee payable annually- this must be paid every year to ensure lab membership remains valid.
- 4.1.3 When registering for EMQN EQA schemes it is the responsibility of the person listed as the laboratory Primary Contact to provide the EMQN with valid, up to date contact and address details, which should include:
- Email and postal addresses for a Primary Contact person (this contact will be used for all routine EMQN correspondence),
  - Email address for named Head of Laboratory or Quality Manager (this contact will only be used in cases of poor performance),
  - A postal address for the registering Laboratory,
  - A delivery address for EQA materials,
  - An invoice address and named invoice contact with email address,
  - Any subsequent change in contact persons or address details **must** be communicated to EMQN as soon as possible. Users can update this information via their EMQN website account. Alternatively, users can contact the EMQN office ([office@emqn.org](mailto:office@emqn.org)).
- 4.1.4 Participants are responsible for ensuring that they have obtained any import or other permits required for delivery of the EQA materials, and for sending these to the EMQN office before the end of the EQA scheme registration period. EMQN accepts no liability should participants fail to comply with this requirement.
- 4.1.5 Postal/mailling charges (per scheme) for a single distribution of samples, are included in the cost of purchasing each EQA scheme. However, all subsequent orders (for example replacement or additional samples) will incur an additional postage charge (see the EMQN scheme catalogue for more details: <https://www.emqn.org/participating-in-eqa>). Any additional customs charges will be paid by the participant.
- 4.1.6 For participants that submit an EQA scheme order by the Registration deadline, invoices will be sent out within the proceeding three months. Invoices are payable as set out in 4.3 below.

#### 4.2 Laboratories from Evolving / Developing Economies

- 4.2.1 Laboratories from countries defined and listed in the International Monetary Fund (IMF) World Economic Outlook as emerging and developing economies can apply for a reduction of the EQA fees. These laboratories can take advantage of a significant reduction in EQA fees for a period of 4 years, provided the laboratories agree to continue to participate in EQA at full cost thereafter. The reduction of fees does not apply to the annual EMQN membership registration fee which must be paid in full.
- 4.2.2 The [IMF policy document lists](#) the current countries defined as emerging and developing economies.
- 4.2.3 In order to apply for the reduction in fees, the laboratory should submit a formal online application to EMQN (<https://www.emqn.org/participating-in-eqa/discounted-costs-participation/>) together with the following evidence:
- Number of years the laboratory has been operating,
  - Number of tests undertaken annually in the relevant EQA category,

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- Main source of laboratory funding, and
  - Approximate turnover in local currency.
- 4.2.4 The information provided will be reviewed and verified by the EMQN Office and, if applicable, a formal note of acceptance will be sent to the laboratory. The final decision regarding fee reduction lies with the EMQN Director. A laboratory in receipt of a fee reduction is obliged to inform the EMQN Office of any significant changes to the criteria listed under 4.2.3 above within one calendar month of a change. Once the agreed period of fee reduction has expired, the laboratory will be invoiced the full cost for EQA participation.
- 4.2.5 The laboratory must pay the minimum annual EMQN registration fee each year.
- 4.2.6 The laboratory must participate for 5 consecutive years in each EQA scheme that they register for.
- 4.2.7 The laboratory agrees to pay the full EQA scheme fees after the agreed period of fees reduction has expired. If the laboratory fails to participate in any of the four years without first notifying EMQN, then the full cost of participation for those years is payable.

### 4.3 Invoices and Payments

- 4.3.1 If your hospital or laboratory procedures require a Purchase Order number on the invoice, this should be added to the registration form.
- 4.3.2 Invoices will be sent by email only to the primary, secondary and invoice contacts for each laboratory. It is the responsibility of the primary laboratory contact to provide a valid invoice address, invoice contact name and invoice email address.
- 4.3.3 The participant must check the information given on the invoice. If all details are correct the invoice should be passed for payment to the appropriate finance department. If any details on the invoice are not correct the EMQN Finance office ([finance.EMQN@mft.nhs.uk](mailto:finance.EMQN@mft.nhs.uk)) should be notified within 21 days of invoice issue, and a revised invoice will be issued.
- 4.3.4 The invoice payment date will be stated on the invoice but for orders submitted within the registration period, invoice payments must be received by EMQN within 30 days of the invoice being issued, unless an earlier date (due to late payment of a previous invoice) or later date (due to late registration) is specified.
- 4.3.5 For participants that submit a late registration request any invoices will be dated with the issued date and the payment date will be 30 days from the issued date.
- 4.3.6 It is the responsibility of the participant laboratory to ensure that the EMQN invoice is paid.
- 4.3.7 EMQN currently accepts payments in GB pounds only and it is important that the correct bank account is used for payments in each currency. Any exchange rate charges must be borne by the participant.
- 4.3.8 EMQN is responsible solely for paying its own bank charges. Any other charges related to invoice payments must be paid by the participant (see 4.2.8 above).
- 4.3.9 Penalties for late payment of invoices are:
- Interest (Bank of England base rate plus 1%), charged per month, will be applied to outstanding balances after the invoice payment date. When interest is added to the outstanding balance an updated invoice with a new version number will be generated;
- 4.3.10 If there is still an outstanding invoice balance after 90 days since invoice issue:
- Access to the EQA scheme results will be restricted until the invoice has been paid, and
  - In the following year the invoice payment date of any invoices will be 30 days post invoice issue, and the dispatch of samples to the laboratory in the that year will be delayed until ALL outstanding invoices have been paid;
  - If there is still an outstanding invoice balance after 180 days, in the same year as the scheme participation, the laboratory will not be eligible to register for any EMQN EQA schemes until all outstanding invoices and any accrued interest have been paid and a Certificate of Participation for the current scheme year will not be issued.

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#### 4.4 EQA Scheme Participation

- 4.4.1 The Primary Contact, or Head of the Laboratory, or Quality Manager is responsible for registering the laboratory with the EMQN as a participant in the appropriate EQA Schemes. Any changes in the laboratory's requirements in this respect must be notified in writing to the EMQN office ([office@emqn.org](mailto:office@emqn.org)) as soon as possible.
- 4.4.2 EQA samples must be treated in the same way as clinical samples.
- 4.4.3 EQA materials are supplied under the strict condition that they are used by the registered participant laboratory for EQA only. The materials supplied must not be used as internal controls or for any other purpose. Participant laboratories undertake to destroy EQA materials (please email [office@emqn.org](mailto:office@emqn.org) and request a DOC2918 Materials Certificate of Destruction form) or return them to EMQN within eight weeks of the published date of the closure of the scheme.
- 4.4.4 Participants must not collude with other laboratories on the results of their EQA scheme participation:
- Laboratories which have been found to have colluded and/or falsified results will be excluded from participating in future EQA schemes and where necessary, the relevant competent authority will be notified.
  - In cases where collusion is strongly suspected, EMQN reserves the right to withhold the certificate of participation for the specified scheme year from the relevant laboratories.
- 4.4.5 All participating laboratories are given a unique EMQN reference/laboratory ID number which should be used on all invoice payments and in all correspondence with EMQN. The identity of participants (name of laboratory and Head of Laboratory) and the tests for which they are registered (but not details of performance, or the EQA code number of the lab) will be shared with the curators of the Orphanet Quality Assurance Database (<http://www.orpha.net/consor/cgi-bin/ClinicalLabs.php?lng=EN>). If a lab does not wish this information to be shared, then they must notify the EMQN office ([office@emqn.org](mailto:office@emqn.org)) in writing as soon as possible.
- 4.4.6 The EMQN sometimes collaborates with other EQA providers, for example, GenQA, RCPAQAP, CSCQ, CF Network etc. When this occurs, participant confidentiality is maintained.

#### 4.5 EQA Scheme Withdrawal

- 4.5.1 Withdrawal from an EQA is considered to be "late" when it is after the start of an EQA. A laboratory may withdraw at a late stage from any EQA they are registered for but there is no refund of any EQA or administrative fees apart from the following exceptions:
- Force majeure events (e.g. damage to laboratory)
  - Test no longer offered.
- 4.5.2 In all other cases payment will not be refunded but on the QA Manager the reason for non-compliance will be registered under the specific EQA from which the laboratory has withdrawn without incurring a Poor Performance. The laboratory will still have access to all the completed summary letters/documents for this EQA except their ILR will state withdrawn.
- 4.5.3 Once the EQA has started, laboratories can withdraw for the following reasons without incurring a Poor Performance:
- Events beyond their control (e.g. damage to laboratory)
  - Test no longer offered.
- 4.5.4 In all other cases a withdrawal at that stage will result in a Poor Performance.

#### 4.6 Performance Evaluation

- 4.6.1 The fact that your laboratory participates in EMQN schemes is not confidential, however, the raw data and performance scores are confidential and will only be shared within EMQN for the purpose of evaluating your laboratory's performance, except in these circumstances:
- Individual participants' performance information may be shared with national/regional authorities with responsibility for laboratory standards and/or

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patient safety following approval by the EMQN Scientific and Strategic Advisory Board (SSAB).

- Aggregate performance information may be shared with relevant national coordinators following approval by the EMQN SSAB.
- Performance information of Australasian laboratories registered with the RCPA Quality Assurance Programs (QAP) is shared with RCPAQAP.
- Performance information of Swiss laboratories is shared with CSCQ.
- Performance information of United Kingdom laboratories is shared with NQAAP.

- 4.6.2 Laboratories that have unsatisfactory performance will be sent a Poor Performance Letter by EMQN. If a laboratory does not respond to this letter, or has persistent unsatisfactory performance, EMQN reserves the right to contact the Head of the Laboratory or Quality Manager.
- 4.6.3 Laboratories that do not submit any results, or do not submit sufficient results for their performance to be evaluated, will be classified as a poor performer due to non-participation. These laboratories will be sent a Poor Performance Letter. If a laboratory does not respond to this letter, or persistently does not submit sufficient results for their performance to be evaluated, EMQN reserves the right to contact the Head of the Laboratory or Quality Manager.
- 4.6.4 If a laboratory does not supply the contact details for the Head of the Laboratory or Quality Manager, EMQN reserves the right to withhold the laboratory's Certificate of Participation until such time as the contact details are supplied.
- 4.6.5 Satisfactory performance in an EQA scheme is based solely on the laboratory's performance when analysing the QA samples supplied in that scheme year. By participating in EMQN schemes participants agree to these terms and conditions. A copy of the full criteria for EQA performance are available on request from the EMQN office ([office@emqn.org](mailto:office@emqn.org)). EMQN is not responsible for the performance of participating laboratories when offering a clinical diagnostics service.

#### 4.7 Data Protection & Privacy

- 4.7.1 Any personal information an EMQN member supplies to EMQN via this website will be treated in accordance with the EMQN Privacy Policy (which can be found on [www.emqn.org](http://www.emqn.org)) and the EU General Data Protection Regulation (GDPR).
- 4.7.2 By using the EMQN website, EMQN members consent to EMQN processing any data they provide in line with the EMQN Privacy Policy and confirm that all data provided by them is accurate. If there are any changes to the data provided, it is the EMQN member's responsibility to update such data. EMQN will not be held liable for, and the EMQN member will indemnify EMQN against, any actions which may result from an EMQN member failing to notify it of any changes.

#### 4.8 Problems & Complaints

- 4.8.1 Problems relating to EQA Schemes, including complaints from participating laboratories should be referred directly to the EMQN Office ([office@emqn.org](mailto:office@emqn.org)).

#### 4.9 Use of data derived from EMQN EQA Materials

- 4.9.1 Data derived from the use or analysis of EMQN EQA materials must not be used in written publications or oral presentations unless the explicit prior consent of EMQN has been granted.
- 4.9.2 If a participating laboratory wishes to use such data in a publication or presentation, they must contact the EMQN Office ([office@emqn.org](mailto:office@emqn.org)) before submitting any documents for publication.
- 4.9.3 For EQA materials based on real clinical samples, permission to use the data will be dependent on the appropriate consent being in place.
- 4.9.4 If permission to use the data is granted: a) EMQN must be acknowledged in the publication or presentation using a standard acknowledgement sentence which will be provided by the EMQN Office, and b) after the data has been published a copy of the publication, with full reference/citation information, should be sent to the EMQN Office.

#### 4.10 Copyright and other intellectual Property Rights

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- 4.10.1 All documents, EQA cases, report and the data they contain, issued by EMQN are copyright and may not be distributed, published or used for publicity and promotion in any form without the written consent of the EMQN Office on each and every occasion, though aggregated performance data may be shared with individual clients (e.g. GPs, clinicians, pharmaceutical companies) without consultation. Members should contact the EMQN Office ([office@emqn.org](mailto:office@emqn.org)) for more information.
- 4.10.2 EMQN owns the copyright for content and images and all other intellectual property rights existing on or within the website.
- 4.10.3 Unless otherwise expressly permitted, EMQN members are not permitted to download, print, redistribute or extract any information from the website other than for a user's personal, non-commercial use, and not for any purpose that damages the reputation of EMQN or takes advantage of it.
- 4.10.4 EMQN members must not modify the paper or digital copies of any materials they have printed off or downloaded in any way and must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 4.10.5 EMQN members may link to the website, provided they do so in a way that is fair and legal and does not damage EMQN's reputation or take advantage of it, but they must not establish a link in such a way as to suggest any form of association, approval or endorsement on EMQN where none exists. EMQN reserves the right to withdraw this linking permission without notice. The website must not be framed on any other website.
- 4.10.6 The EMQN logo is copyright. It must not be used on laboratory documents, promotional material or websites without the written consent of the EMQN Office. A special EMQN logo may be used on participants' publicity materials or web sites if permission has been granted by the EMQN. Members should contact the EMQN Office ([office@emqn.org](mailto:office@emqn.org)) for permission.
- 4.10.7 No part of the participants' manual/guide (contained within the scheme catalogue) may be copied, distributed or published in any form without the written permission of the EMQN Office on each and every occasion.
- 4.10.8 Intellectual Property rights associated with this EMQN's activities shall remain the sole and exclusive property of EMQN.

#### 4.11 Delivery/Non-Delivery of EQA samples – Customs, Taxes, Licences and Poor Performance

- 4.11.1 EMQN dispatch samples to the Delivery Contact and Delivery Address provided by the Primary Contact. The Primary Contact is responsible for keeping these details up to date and any costs incurred where these details are incorrect will be passed on to the receiving organisation.
- 4.11.2 EMQN follows global regulations on the description and classification of goods. Typically goods are Exempt from Dangerous Goods Regulations and therefore are described as **Exempt Human Specimens**. Laboratories are responsible for ensuring they can receive samples for this nature and are further responsible for securing any permits or licences required to import or receive such goods. EMQN can provide information in advance to any participating organisation by request. EMQN will still charge the full price of samples where they have been held by customs and the receiving organisation fails to secure release.
- Countries where EMQN has goods held up by customs are: India, Peru, Colombia, Argentina, Taiwan, Chile, Malaysia, Russian Federation, Mexico and Vietnam.
- 4.11.3 The receiving organisation must inform EMQN if the samples are not received. The receiving organisation will be charged the full cost of the samples unless EMQN is wholly responsible for non-delivery (e.g. error in dispatch) in which case the charges will be removed or reduced. Not informing EMQN of the non-receipt of samples may also lead to a Poor Performance notification.
- 4.11.4 Any additional taxes, customs fees or duties owed are to be paid by the receiving organisation. EMQN will not reimburse for any fees charged locally.

## 5. TERMS AND CONDITIONS OF INDIVIDUAL MEMBERSHIP

In addition to the terms and conditions outlined in section 4, individual account holders / members (Primary Contact, Quality Manager, Laboratory Staff Member, Accountant) associated with an EMQN

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Member laboratory, must also abide by the terms and conditions of the Laboratory Membership, and must not do anything that may breach the Laboratory Membership terms and conditions.

### To proceed please read and acknowledge acceptance of the following terms

This following information contains the terms and conditions that individual account holders must read and accept before they can use the EMQN Website for the first time in each scheme year. When the terms and conditions for individuals are updated, each account holder must read and accept the updated terms and conditions before they can access the website.

These are the terms and conditions which apply to your use of the EMQN website. Any reference in these terms and conditions to this website shall include password-protected services available through this website. Please read them carefully. By proceeding with access to this website you are deemed to have accepted these terms and conditions. If you do not agree with these terms and conditions, then please refrain from using this website.

EMQN reserves the right at its discretion to amend, update, modify or replace these terms and conditions at any time without notice. Any such amendment, update, modification or replacement shall be effective once the revised terms and conditions have been posted on this website. You are responsible for checking the terms and conditions of this website each time you use this website and your use of this website indicates your acceptance of the terms and conditions applicable at the time you access the website.

These terms and conditions were last updated on 9<sup>th</sup> September 2019.

## 5.1 General

- 5.1.1 The website is provided by EMQN CIC (registered in England Number: 12020789. VAT Registration Number: 329563282).
- 5.1.2 The registered address of EMQN CIC is C/O Trustech, Citylabs 1.0, Nelson Street, Manchester, M13 9NQ, United Kingdom. Full contact details can be viewed at <https://www.emqn.org/contact-us/>.
- 5.1.3 This website may also contain hypertext links to websites operated by third parties. The responsibility for those websites belongs to the third parties who are identified as operating those websites. Separate terms and conditions will also apply to those websites and you are encouraged to read those if you access those links.

## 5.2 Availability

- 5.2.1 EMQN will endeavour to ensure that the website, including any password-protected services, is accessible for 24 hours a day but will not be liable if, for any reason, the website, including any password-protected services, is unavailable at any time or for any period. EMQN will have the right to suspend access to this website, including any password-protected services, temporarily or permanently and without notice.
- 5.2.2 EMQN will not be liable for any losses, damages, liabilities or costs of any kind (whether direct, indirect or consequential) arising in contract, tort, negligence or otherwise, if the website, including any password-protected services, is unavailable or is suspended for any reason.

## 5.3 Information

- 5.3.1 EMQN will use reasonable care and skill to ensure that the information contained on the website is accurate at the date of publication. However, because of the nature of the internet, there may be circumstances in which errors occur within the information. Consequently, EMQN makes no warranty as to the accuracy, suitability or completeness of any information on this website, including any information available through password-protected services, and cannot accept liability for any errors or omissions within it.

## 5.4 Security

- 5.4.1 EMQN will take all reasonable steps to ensure that any information you provide via email on this website is kept secure, but please remember that, because of the nature of the internet, the security of emails cannot be guaranteed. Consequently, your privacy cannot be guaranteed. There is no guarantee that any emails sent will be received by EMQN, and if you are expecting a reply to your email you should contact us by telephone.
- 5.4.2 If you have registered for any password-protected services available through the website, you agree to keep your password secret. You agree to notify EMQN immediately at

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[office@emqn.org](mailto:office@emqn.org) if you suspect any unauthorised use of your password or account. You are solely responsible for the use of your account.

## 5.5 Liability

- 5.5.1 EMQN accepts no responsibility for the content of or your use of any website which is accessed via a hypertext link from the website, except where responsibility is accepted by EMQN expressly within the terms and conditions applying to any such website which is provided by EMQN.
- 5.5.2 EMQN cannot warrant that this website is free of viruses or technical defects of any description, and accepts no responsibility for any technical problems arising from your use of the website.
- 5.5.3 EMQN shall not be liable for any losses, damages, liabilities or costs of any kind (whether direct, indirect or consequential and whether arising in contract, tort, negligence or otherwise) arising from your use of, reliance upon or inability to use the website or any information contained on the website (including any password-protected services), including without limitation any loss of use, loss of profits, loss of anticipated savings or loss of data.

## 5.6 Data Protection and Privacy

- 5.6.1 EMQN members will abide by the terms and conditions outlined in section 4.7.

## 5.7 Copyright and other intellectual Property Rights

- 5.7.1 EMQN members will abide by the terms and conditions outlined in section 4.10.

## 5.8 Applicable Law

- 5.8.1 By accessing this website EMQN members agree that these terms and conditions shall be subject to English law and the Courts of England and Wales shall have exclusive jurisdiction over all claims or disputes arising in relation to, out of or in connection with them.

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