

**Environmental Quality Testing Laboratory: Standard Terms and Conditions**  
Effective August 15, 2016

**Sample Submission:** Customers must provide, together with the submission of their samples, a completed and signed Chain of Custody form with adequate instructions describing the type of analysis requested and a complete and thorough written disclosure of the known or suspected presence of any hazardous substances.

**Acceptance of Samples:** The Environmental Quality Testing Laboratory (EQTL) at the University of the District of Columbia (UDC) will accept samples and perform services in accordance with these terms and conditions. No modifications to these terms and conditions will be valid or binding unless in writing and signed by authorized representatives of both the Customer and EQTL management. Managed by the Water Resources Research Institute (WRRRI), the EQTL reserves the right to refuse or revoke receipt of any sample due to insufficient sample volume, improper sample container or risk of handling for any health, safety, regulatory, environmental, holding time issues or any other reason, at the discretion of the EQTL management.

**Quoted Fees:** The customer may request for a quote. Written quoted fees for all services to be performed by the EQTL management is valid for a period of thirty (30) days from the quotation date unless otherwise specified by the EQTL in writing.

**Payment:** All services are billed directly to the customer. All invoices are due upon the submission of the samples with guaranteed service. We accept checks or money orders. **The checks should be written to UDC account # 3901C and deposited at the Cashier's Office, Building 39, 2<sup>nd</sup> floor.** If the customer is not satisfied with the service, he/she can request for reanalysis at no cost. The billing of a third party will not be accepted without a signed statement from the third party in which the third party acknowledges and accepts responsibility for payment.

**Staff Services:** The customer will be responsible for all cost associated with compliance with any subpoena for documents, testimony, or assistance relating to work performed by EQTL for the customer. The requesting party will be required to pay and/or reimburse the EQTL for all costs incurred.

**Use of Data:** The EQTL will provide data or information related to data interpretation, recommendations or opinion. The Customer accepts all responsibility for determining what actions to be taken. The Customer assumes sole responsibility for determining whether the nature, type and quantity of work requested by the Customer is adequate and sufficient for the Customer's intended purpose.

**Reports:** EQTL will deliver approved final reports to the Customer. There is an additional charge for raw data collection and copying. The lab retains copies of reports for no more than 1 (one) year, unless there is written agreement. Reports will not be provided to any person or representative other than the Customer without the Customer's authorization, except as required by law.

**Confidentiality:** EQTL maintain the **strict confidentiality** regarding all Customer information and results unless it is required by law. If the disclosure of the result is requested, the Customer will be promptly notified.

**Sample Disclosures:** Customer agrees to disclose the presence of any contaminated, toxic or hazardous substances known or suspected to be contained in samples listed in the properly completed chain-of-custody.

**Holding Times:** All samples must be delivered in a timely manner to EQTL within 48 hours of sampling. EQTL assumes no responsibility for missed holding times for samples submitted outside this criterion without prior notification, acceptance, and approval of EQTL management.

**Sample Retention and Disposal:** Samples submitted by the Customer are routinely stored for 30 days upon transmitting final analytical results to the Customer. After 30 days, samples are disposed of properly. However, Customer may request additional storage time at a storage fee of \$40 per month per sample.

**Turn around Time (TAT):** Turn around times (TAT) are based on full "working days" which are defined as 9:00 A.M. to 5:00 P.M. Monday through Friday, excluding holidays. Standard TAT is 10 to 12 working days after sample receipt, depending upon the tests requested and the sample matrix. Expedited service is available upon approval by EQTL management. Surcharges will be applied to the invoice.

**Non-Standard Services:** With agreement of the Customer, EQTL may offer laboratory service for sample matrices or analytes for which no official certified method exists. Approval by the Customer of the alternate method obligates the Customer for payment for that work, regardless of whether an acceptable result can be obtained.

**Warranty:** Where applicable, EQTL will use analytical methodologies in accordance with the U.S. Environmental Protection Agency (EPA) or other recognized and approved source. EQTL warrants that it possesses and maintains accreditations and certifications that are required to perform services under these terms and conditions, provided that such requirements are documented in writing to EQTL prior to sample delivery acceptance. EQTL will notify the Customer in writing of any decertification that affects work in progress. No representative of EQTL is authorized to give or make any other representation or warranty or modify this warranty in any way. The EQTL accepts no legal responsibility for the purposes for which the Customer uses the test results.

**Liability:** Customer agrees that the liability of EQTL, and Customer's sole remedy, on all claims of any kind or nature whether based on contract indemnity, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from the performance or breach thereof, or from any goods or services covered by or furnished under these terms and conditions or any extension or expansion, is limited to a refund of payments made by the Customer for said services. If for any reason the successful analysis of a sample fails, the total liability of the EQTL will not exceed the amount charged for the analyses or services provided.

**Equal Opportunity Affirmative Action Notice:** UDC is an equal opportunity/affirmative action employer and complies with all the regulations of federal executive order 11246 and the regulations promulgated there under.