

Important Note:

- i. Relevant Laboratories reserve the right to decline samples sent for analysis if samples do not fulfill the relevant laboratories acceptance criteria.
- ii. The terms and conditions stated in this form will apply when the relevant Laboratory agrees to perform the analysis.

1. Analysis Request

Kindly refer to relevant Laboratory(ies) sample submission requirements.

2. Mode of Analyst Report / Certificate Collection

Kindly be informed that the mode of collection is by Self-Collect at relevant branches of the Department of Scientific Services, Ministry of Health, Brunei Darussalam. Other mode of collection may be arranged by client upon agreement with relevant Laboratory(ies).

3. Terms and Conditions**3.1 Request Procedure**

- (a) Samples submitted for analysis must be accompanied by adequate documentation with identification/markings.
- (b) Samples submitted must be sufficient depending on the type and number of analysis requested.
- (c) Samples must be submitted physically by an authorized person to the relevant Laboratory at relevant branches of the Department of Scientific Services during working hours.
- (d) Disposition of any remaining portion(s) of the sample(s) will be managed by the relevant Laboratory.
- (e) A laboratory reference number will be assigned by the relevant Laboratory to each sample when the request for analysis is accepted. The laboratory reference number shall be referred to in all subsequent communications.
- (f) The relevant Laboratory will select the most appropriate method(s) to be used for this test request as long as the scope of analysis is still maintained.
- (g) **The relevant Laboratory will not issue any statement of conformity to a specification or standard for the test performed. Such actions fall outside the laboratory's jurisdiction.**

3.2 Client's Charter (Tekad Pemedulian Orang Ramai – TPOR)

Please refer to relevant Laboratory(ies)'s TPOR. In the event that the allocated TPOR or the agreed TPOR are not met, the relevant client will be informed accordingly.

3.3 Fees and Payments

- a) Fees are chargeable to private clients for all testing services performed. Payment must be done before the testing services commence on working days. In the event where testing services must commence immediately, payment must be cleared before the release of results with the approval from the Director.
- b) Payment shall be made either by:
 - Cash or
 - Cheque - Payable to “Government of Negara Brunei Darussalam”. The cheque should be crossed and endorsed by the issuing bank.
 - Any authorized form of payment provided by the Government of Brunei Darussalam from time to time.
- c) All cash and cheque payments are to be done at:
Department of Scientific Services (Main Branch)
Ministry of Health,
Commonwealth Drive, Jalan Menteri Besar
Berakas, Brunei Darussalam
- d) In the event of instrument breakdown and the sample is no longer valid to be used for analysis, the Laboratory will inform the relevant client on the issue. The client may resubmit the same request with a different sample at a later date. As for paying clients, the Laboratory will offer one (1) analysis free of charge for the next samples (must be the same test request), provided that the sample is submitted within 12 months from date of notification.

3.4 Analyst Report / Certificate

- a) For Self-Collection, Analyst Report/ Certificate will be issued and can be collected by an authorized person. The client will be informed when the report is ready for collection.
- b) For paying clients, original receipt must be shown for verification purposes.
- c) Please note that the results in the Analyst Report/ Certificate are specific to the particular sample(s) supplied for analysis by the customer. The relevant Laboratory cannot guarantee that the same results can or will be obtained from any test carried out on subsequent samples that are similar or equivalent.
- d) The Analyst Report/ Certificate does not constitute and no part of it may in any circumstance be construed as an endorsement by the relevant Laboratory of the sample(s) or any manufacturing process or products(s).
- e) The Analyst Report/ Certificate shall not be reproduced or distributed, except in full, without written permission.
- f) This Analyst Report/ Certificate shall also not be used for advertising or product endorsement purposed or in any publicity material.

- g) The Analyst Report/ Certificate may not include the date(s) of performance of the laboratory activity, unless otherwise requested by the customer.

3.5 Liability

- a) The relevant Laboratory shall under no circumstances be liable to you or your agents, servants or representatives, in contract, tort (including negligence or breach of statutory duty) or otherwise for any direct or indirect loss or damage suffered by you, your agents, servants or representatives howsoever arising, irrespective of its connection with the services provided by the relevant Laboratory herein and regardless whether the relevant Laboratory has been advised of the possibility of such loss or damage.
- b) The relevant Laboratory reserves the right to decline to carry out any test or, if the test has been commenced, to stop the test immediately, if it is or becomes apparent to the relevant Laboratory that it will be inappropriate, whether for legal or any other reason, for the relevant Laboratory to carry out or continue with such test.
- c) The relevant Laboratory reserves the rights to refuse to provide any future testing service to any customer who has breached any term or condition herein unless the test is required by law or any regulatory, judicial or other competent authority.
- d) In the event that the resources of the relevant Laboratory have been diverted for use for reasons of or concerning national interest or pursuant to any request by or requirement of the Government or any Government agency, the relevant Laboratory may not be able to carry out any test requested for by you in good time or at all. The relevant Laboratory shall not be responsible in any way for any delay or failure to carry out the test in such event.

3.6 Disclaimer

- a) All information obtained and created during the performance of laboratory activities shall be kept confidential by any individual involved in the relevant Laboratory.
- b) When the Department of Scientific Services is required by law or authorized by contractual arrangements to release confidential information, the customer or individual concerned shall, unless prohibited by law, be notified of the information provided.
- c) Information about the customer obtained from sources other than the customer (e.g. complainant, regulators) shall be confidential between the customer and the laboratory. The provider (source) of this information shall be confidential to the laboratory and shall not be shared with the customer, unless agreed by the source.