



**By joining the External Quality Assurance Program for Diagnostic Immunology Laboratories (hereinafter GECLID) run by the Fundación de Hemoterapia y Hemodonación de Castilla y León under the auspices of the Spanish Society for Immunology and the Iberian Society of Cytometry, the PARTICIPATING INSTITUTION (hereinafter the PARTICIPANT) accepts the following CONDITIONS:**

### **First: Legality**

In the development of the agreed collaborative activities, both parties undertake to comply with each and every one of the conventions, laws, regulations, legislation, guidelines and ethical standards applicable to the specific activities and services.

### **Second: Confidentiality**

Both parties agree to treat as confidential any information that the other discloses to them in the course of this collaboration and that the disclosing party has designated as confidential or proprietary, or that by its nature should be treated as confidential or proprietary ("confidential information") and not to disclose such confidential information to third parties unless expressly agreed by both parties. This shall not prevent the analysis and publication of information for scientific or academic purposes whenever the identification of participants is impracticable, both by reference and by inference.

Specifically, GECLID assumes the following commitments:

1. GECLID expressly undertakes to use the information provided or generated during the interlaboratory comparison exercises solely and exclusively within the framework of the work requested by the PARTICIPANT.
2. GECLID will inform the PARTICIPANT in advance about the information it intends to make public. Except for information that the PARTICIPANT makes available to the public or when so agreed between GECLID, any other information will be considered protected and must be treated as confidential.
3. The identity of the participants in the GECLID program will be confidential and known only to the persons involved in the operation unless the PARTICIPANT waives confidentiality.
4. GECLID will not disclose any information provided by the PARTICIPANT or generated other than to those of its employees who may need to examine it. In any case, it will limit the number of people who have access to the information to the essential number. GECLID undertakes to ensure compliance with this commitment by its employees who have signed confidentiality agreements on similar terms to this one.
5. Whenever GECLID were required by law, regulation, rule, act or order of any governmental authority or agency to disclose any information regarding this collaboration, it should have the right to do so, provided that it first notifies the PARTICIPANT of such request, unless prohibited by law or otherwise stated in the request itself.

6. If there were any information about the PARTICIPANT that had been obtained from external sources, GECLID will also keep this information confidential. GECLID will also maintain confidentiality about the identity of the source and it will not be shared with the PARTICIPANT unless agreed with the source.
7. GECLID will ensure that committee's members, subcontractors or any external personnel that are necessary to operate the program also maintain the confidentiality of the information obtained or generated.
8. These confidentiality commitments will be indefinitely valid.

### **Third: Data protection.**

GECLID and THE PARTICIPANT expressly acknowledge that the data processing carried out in the development of this collaboration is governed by the General Data Protection Regulation (GDPR).

The biological samples used in the interlaboratory comparisons will be at least pseudonymised, and GECLID will not request nor will the collaborating center supplying the samples provide in any case information that allows access to and knowledge directly or indirectly of the identification data of the source subjects of the samples. Therefore, to the extent that it may be applicable, CHEMCYL as the holder of the GECLID programme and the collaborating center that supplies the samples, are both considered data controllers and in this capacity undertake to observe at all times the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on data protection and the free movement of this data, as well as on Organic Law 3/2018, of 5 December, on the Protection of Personal Data and guarantee of digital rights. As a result:

**GECLID** guarantees the strictest confidentiality and express compliance with the duty of professional secrecy in relation to the personal data that it processes due to the development of the existing relationship between the parties, expressly guaranteeing the confidentiality of the data, results and evaluations of the PARTICIPANT in the program.

The personal data of the representatives of the participating institutions, as well as of their employees and other contact persons who may be involved in this agreement will be processed, respectively, by both parties, who will act independently as data controllers. These data will be processed to comply with this collaboration, without automated decisions being taken that may affect the interested parties.

In compliance with the requirement set out in **Article 32 of the GDPR**, both parties must ensure the permanent confidentiality, integrity, availability and resilience of the processing systems and services, for which they must establish the capacity of a system to withstand and recover from attacks. In any case, they must verify, evaluate and assess, on a regular basis, the effectiveness of the technical and management measures implemented to guarantee the security of the processing.

In addition, any of the parties may exercise their rights of access, rectification, deletion, opposition, as well as other rights developed in the General Data Protection Regulation, by writing to the addresses specified in the registration form.

Valladolid, September 27, 2024