

MoniQA Association: Code of Business Practice (Version I)
Adopted by the Interim Supervisory Board on 14th July 2011.

1 Purpose

Some of the MoniQA-Association's activities require the participation of a limited number of its members. In such circumstances these members will often derive some form of benefit (usually financial and/or intellectual) over and above those of simple membership.

How particular members become involved in such activities and the role played by the management functions within the Association raises questions of transparency and impartiality. This is with particular regard as to how involvement is determined by the management of the Association as well as issues of confidentiality and/or ownership of intellectual property.

In order to maintain the confidence of the Association's membership and to operate in accordance with the general principles of good business, the Secretariat and Supervisory Board of the MoniQA-Association has adopted this code of practice.

2 Scope

This code of practice applies to all types of activities performed under the aegis of the MoniQA Association and which involve some form of financial or intellectual reward. Such activities can be broadly divided into six categories (Table 2.1).

	Descriptor	Example
1	Simple consultancy	Due to its reputation, the Association is approached by a third party to identify an individual or organisation competent to undertake a piece of work.
2	Local MoniQA event	Training course or symposium organised by one or more Association Members and delivered under the Association's brand.
3	International MoniQA event	International Conference
4	Contract Services	Method validation (e.g. rapid test kits)
5	Complex consultancy/Grants from external agencies	EU Commission funded projects
6	Outsourced Services	Another organisation is contracted to undertake a piece of work to further the aims and objectives of the Association.

The code of practice does not apply to instances where, no direct fee or other benefit is accrued for the service provided. One such example would be if officers of the Association are asked to recommend an individual to speak at a conference.

This document addresses the following:

- General Principles
- Commissioning and tendering within/by the Association
- Confidentiality/Conflicts of Interest. & Intellectual Property

It presupposes the existence of:

1. A simple data bank containing relevant information concerning the resources that individual Association Members are willing to make available to the activities of the Association;
2. A web-page whereby Association Members can gain information on current opportunities to take part in such activities.

Furthermore it is assumed that for the purposes of this document, actions undertaken by “The Association” as opposed to “Association Members” are considered to be executed by the Secretary General and/or his staff, based in Vienna and acting on the instructions of the Association’s Supervisory Board.

3 General Principles

3.1 Human Rights

In any activity that it is involved in, the MoniQA-Association will not act in a manner prejudicial to the principles of the European Convention on Human Rights. This is irrespective of whether or not the country where the activity takes place is a signatory to the convention.

3.2 Gifts/Financial Inducements

- i. Officers and staff of the Association may accept gifts of modest value offered as a token of gratitude or courtesy, however consideration should be given to monetary value, how frequently they are offered and at what stage in the course of any work they are offered.
- ii. Officers and staff of the Association may also offer modest gifts for the same reasons and subject to the same conditions.
- iii. Under no circumstances shall officers or staff solicit gifts or gratuities, either by asking directly or making a suggestion.
- iv. Under no circumstances shall officers or staff accept gifts, gratuities and/or, excessive hospitality which could be construed as an inducement to provide preferential treatment or influence decision making or results.
- v. Unless under circumstances of personal duress, officers and staff of the Association may not offer any form of inducement to secure any business or other service. In the event of such duress being experienced and a financial inducement being made, details of the payment and the circumstances under which it was made must be reported to both the Secretary General and President of the Association.
- vi. Nothing in this section shall be construed as preventing officers or staff of the Association:
 - a. requesting or accepting travel and subsistence expenses when invited to participate in an event not organised by the MoniQA Association.
 - b. offering on behalf of the Association to meet reasonable expenses incurred by others in contributing to the Association's activities.

3.3 Interactions with Association Members' Business Activities

- i. Generally, the Association will facilitate rather than initiate activities which would be of benefit to a limited number of its members.

- ii. The Association shall not initiate any activity under its own auspices which could be construed as being immediately commercially competitive to an Association-Member's current activities in that member's home country.
- iii. A member's home country is that country where it is officially registered or, alternatively, a particular country so designated by the Association Member.
- iv. Nothing in this section shall be construed as preventing the Association and Association Members from submitting bids in competition with each other for new contracts (e.g. EU project proposals). Nor do the provisions of this section prevent the Association from working with one or more members in preference to others in any particular country.

3.4 Conflicts of Interest

- i. The nature of the Association means that it is inevitable that potential conflicts of interest will arise at various levels of its operations.
- ii. When a conflict of interest is believed to have occurred; Members, Officers and Staff of the Association will advise the Secretary General (or the President, where the conflict relates to the Secretary General) at the earliest possible moment.
- iii. A decision will be made as to whether a conflict of interest actually exists. This decision and the reasons for it will be recorded. In the case of the Supervisory Board any decision will be arrived at by resolution of the Board with the reasons minuted.
- iv. Members of the Supervisory Board who have a potential or actual conflict of interest:
 - a. May not receive any documentation relevant to that particular piece of business subsequent to declaration;
 - b. May not canvass other members of the board in favour of a particular course of action;
 - c. Must physically absent themselves from any discussions or decisions relating to the tender;
 - d. May not cast a vote on any resolution relating to that piece of business.

3.5 Breach of Code Practice

- i. Any person and/or organisation found to be in breach of this code of practice shall be considered to have failed to exercise their duties as set out in the Association's statutes.
- ii. Breaching this Code would therefore result in individuals and/or organisations being at risk of having their membership terminated or (in the case of Supervisory Board members) to be subject to a General Assembly resolution for their removal.

- iii. Depending on the nature of the breach they might also be at risk of being reported to the appropriate Austrian legal authority.

4 Protocols for Tendering within/by the Association

The basic protocols to be followed for each type of activity described previously in Table 2.1 are listed below.

4.1. Simple Consultancy

In the case of the Association being approached to identify a single individual or organisation to perform a particular task (e.g. advice on best management practices for a laboratory) for a fee; the process for handling such enquiries can be summarised as.

- The Association receives the enquiry and a description of the work to be tendered for.
- The Association consults its data-bank and advises the appropriate members of the existence of the enquiry. Simultaneously it also publishes details on the appropriate page of the website.
- Individual Association Members respond as appropriate and negotiate directly with the enquirer.

Observations:

- a. Circulation of this information is seen as a member-benefit and costs incurred in making members aware of such enquiries are considered to be borne as an Association overhead.
- b. The ability of Association Members to have access to these 'invitations to tender' is entirely dependent on them. In order to be alerted of the invitation they need to have made an appropriate entry into the data-bank, when they applied to join the Association. Even if they do not receive an alert they can become aware of the information through the Association's web site.
- c. In the event that an Association Member is successful, the work represents a business arrangement between the member and the original enquirer. The MoniQA Association therefore bears no financial liability in the event of a failure on the part of either party actually involved in the business.

4.2 Local MoniQA Event (e.g. FST)

One of the successes of the original MoniQA consortium was its provision of high quality training courses, usually as the result of collaborations between a small number of consortium members. The current business plan foresees a continuance of this aspect of the consortium's activity within the business of the Association. The Association's main activity in these events will concern the promotion and administration (collection of registration fees etc.) of the course.

A simplified process by which such courses could be provided is as shown below:

- One or more Association Members (the organisers) submit a proposal to the Association to hold a local MoniQA event.
- The Association considers the proposal and decides whether or not the event should be supported.
- If it is agreed that the course is supported by the Association; an agreement is made as to how income from the activity should be divided. Normally this would be between the Association (who would receive an administration fee) and the organisers. If it is considered that Association's support will not be given; the applicants will be advised as to the reasons for the decision.
- The event takes place and income is distributed as previously agreed .

Observations:

- a. The initiative for this type of activity comes from the actions of individual Association Members, whose day-to-day activities are not the responsibility of the Association. The failure or otherwise to include another Association Member who claims to have an interest is a matter for the individual members and not the Association.
- b. In deciding whether or not to provide MoniQA endorsement for a local event, the Association must act in what is considered to be to the greatest benefit of its members. It may therefore suggest or require the participation of other Association Members as a requirement for endorsement. Such a decision would have to be taken after careful thought, in particular since it must also be remembered that for the foreseeable future, the Association will be unable to underwrite such events. Consequently the financial risk associated with the activity lies primarily with the proposers.

4.3 MoniQA Association International Events

This description encompasses events such as the MoniQA International Conference but would also include regional meetings which were the subject of initiatives arising from the Secretariat. In this event, heavy reliance is placed on voluntary efforts from organising committees, membership of which may entitle one to free registration or recovery of incidental expenses - but little more. Composition of such groups depends on relevant scientific expertise and experience.

Given the above, it is considered unlikely that involvement by Association Members would incur financial benefit except where a specialist skill might be needed.

4.4 MoniQA Contract Services

The term 'Contract Services' describes those activities for which the MoniQA Association is directly commissioned by a third party to provide. Examples include but are not limited to test-kit validation. Such activities involve a number of Association-Members with specified competencies. Composition of the group will be determined by the nature of the work to be done and the amount of money the Association is willing to pay a member to undertake the task.

The process by which a contract service is provided can be envisaged as described below:

- The Association agrees to undertake a piece of work for a particular price. Work will be started after receipt of a partial down payment (usually 50% of the agreed price), the final payment will be invoiced at the completion of the project.
- The attributes (e.g. ISO 17025 accreditation in the case of certain laboratory-based projects) necessary for a Member to take part in the work and the fee to be paid is decided on by the Association.
- The Association consults its data-bank and invites appropriate members to take part. Simultaneously it also publishes details on the appropriate page of the website.
- The Association selects those Association Members it considers appropriate and advises those not selected as to the reason why.
- The work takes place and the results reported.
- The MoniQA Association invoices the client and is paid.
- Once payment has been received and processed by the Association, those participating are paid the agreed fee.

Observations:

- a. In order to avoid accusations of bias, the Association will state at the outset the amount of money it is willing to pay participating members for taking part. This fee must be the same for all members undertaking the same type of work and is non-negotiable.
- b. Participating members do so at their own risk, In the event of the client defaulting, the Association has no liability in respect of those taking part and thus no obligation to pay the agreed fee.

4.5 Complex consultancy/Grants from external agencies

This description applies to work where the Association is involved in the formation of a consortium, which subsequently applies to undertake work on behalf of a third-party (e.g. as part of an EU framework programme). Three possible scenarios are envisioned

Scenario I The Association is approached to identify candidates capable of fulfilling specific tasks within an external consortium.

Scenario II The Association is invited by a third party to join a particular consortium

Scenario III Association Members initiate a consortium in response to a particular grant call and wish to involve the MoniQA-Association.

Scenario I: In terms of transacting business, this is considered to be similar in principle to 'Simple Consultancy' activities (Section 4.1) and the Association will operate in the same manner.

Scenario II: Any approach made to the Association for it to join a particular consortium will be made to the Secretary General; no other officer of the Association may act in this capacity.

- a. The Secretary General will respect the confidential nature of such an invitation.
- b. The Secretary General will decide whether or not to recommend acceptance of the invitation to the Supervisory Board.
- c. In deciding whether to recommend acceptance or not, the Secretary General will determine whether the secretariat has sufficient resources and whether assistance from other Association Members is needed.
- d. In the event that assistance from other Association Members is required, the Secretary General will ask the third party to identify those Association Members,

they consider suitable. The Secretary General may recommend others to the enquirer until a definitive list is agreed.

- e. Persons on the definitive list are contacted subject to normal terms and conditions.
- f. The composition of the final MoniQA-led group will be decided by negotiation between the Secretary General and the enquirer.
- g. The final decision ultimately rests with the enquirer.

Scenario III: is similar to scenario II, however in this case the initiative comes from part of membership itself. A similar protocol to that for scenario II therefore applies.

It must also be remembered that the initiative for this type of activity comes from the actions of individual Association Members, whose day-to-day activities are not the responsibility of the Association. The failure or otherwise to include another Association Member who claims to have an interest is a matter for the individual members and not the Association.

Observations (Scenarios I – III)

- a. Membership of the Association does not, *a priori* grant entitlement to become a member of any project consortium.
- b. In addition, membership of the association does not preclude a member from joining a rival consortium.
- c. One of the benefits of the Association is as a networking resource; consequently it is possible that members may form consortia which do not include the Association.
- d. The nature of the Association inevitably gives rise to potential conflicts of interest. Where such conflicts occur they will be dealt with as described in section 3.4.
- e. Decisions concerning actual membership of consortium are considered to be tactical rather than strategic. They therefore fall within the purview of the Secretary General, rather than the Supervisory Board.
- f. Notwithstanding point e, the decision to join or abstain from a consortium is the responsibility of the Supervisory Board.

4.6 Outsourced Services

The Association's current policy is to outsource for all of its activities, its principal contractor being ICC who provides the Association's secretariat. There are however services which the secretariat cannot directly provide. Typically these would be the legal and auditing aspects of the business, but might, for example extend to provision of specialist expertise for database

management and marketing. Irrespective of the service the Association will chose its outsourcing partners on a 'value for money' as opposed to lowest cost basis. In doing so the Association will consider (as appropriate) past history of service, the overall quality of the service to be provided in the future and cost.

Observations

- a. Membership of the Association does not prevent one or a group of members from tendering to provide a service to be outsourced. However membership does not *a priori* mean that such a bid is necessarily accepted. The reason for this is that the Association, as a principle chooses its outsourcing partners on a 'value for money' basis.
- b. In seeking outsourcing partners therefore the Secretary General will use the same mechanism as described in Section 4.1 to make Association Members aware of any invitations to tender. He may also use what other means (e.g. personal contacts, advertisements in relevant media) he considers fit.
- c. The choice of outsourcing partner will be determined by the Supervisory Board.
- d. The Supervisory Board's decision is final and it is under no obligation to explain its decision except by resolution of the General Assembly.

5.0 CONFIDENTIALITY/INTELLECTUAL PROPERTY

1. Any negotiations between the Association with individual members and/or third parties shall be considered to be confidential. The Secretary General shall provide members of the Supervisory Board with only such information as is necessary for them to undertake their duties.
2. In the event that a member of the Supervisory Board is also the member of a rival consortium competing for the same business, he/she has a conflict of interest and is subject to the provisions of Section 3.4 of this code of practice.
3. The Association is committed to respecting any confidentiality agreement it enters into. It therefore follows that membership of the MoniQA Association does not *a priori* give right of access to information generated by the Association's activities and in particular where it is a member of consortium undertaking work for a third party.
4. Notwithstanding point 3, as an association dedicated to scientific research, the MoniQA-Association will, wherever possible encourage those working with it to disseminate the results of scientific research to the broader community.
5. It therefore follows that, at the discretion of the Supervisory Board, the Association will, wherever possible, ensure that rights to intellectual property rest with those who undertake work on its behalf.
6. Where intellectual property is acquired by the Association, and subject to any contractual confidentiality agreements, the Association will grant Members a licence free of charge to use such intellectual property for their own use.
7. Association Members which are themselves membership based (e.g. trade associations, research associations, scientific societies and organisations) are reminded that any confidential information provided by the Association is for their use of that organisation only. Further dissemination is therefore subject to prior intellectual property agreements or the granting of permission by the Association.