

# EACCME® CRITERIA FOR THE ACCREDITATION OF BLENDED LEARNING (Blended Learning)

*UEMS 2023.09.rev*



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## **I. The UEMS-EACCME®**

The **Union Européenne des Médecins Spécialistes (UEMS)** was founded in 1958 with the aim of representing the interests of specialist doctors at an international level. The UEMS is a non-governmental voluntary organisation whose members are the national medical organisations that represent medical specialists in the European Union and in associated countries.

In January 2000 the UEMS established the **European Accreditation Council for Continuing Medical Education (EACCME®)** with the aim of encouraging the highest standards in the development, delivery and harmonisation of continuing medical education (CME) and, later, of continuing professional development (CPD).

The purpose of the EACCME® was to provide accreditation of international CME/CPD in Europe and to facilitate the recognition of credits between the various countries in Europe. In order to reach this goal, the UEMS-EACCME® signed agreements of cooperation with countries in Europe, and also outside of Europe.

In order to support this recognition process the UEMS-EACCME® introduced a common “CME currency”: the **European CME Credit (ECMEC®)**.

In 2009, the EACCME® implemented criteria for the accreditation of e-learning materials.

In 2016, the EACCME® implemented EACCME® 2.0 including the accreditation of new forms of CME/CPD activities.

In 2023, the EACCME® implemented EACCME® 3.0 including the accreditation of blended learning and new forms of CME/CPD activities

### **Note:**

Both the EACCME® and the ECMEC® are registered trademarks of the UEMS and cannot be used without the prior authorization of the UEMS.

## II. Agreements with European and non-European accreditation bodies

### Europe

The EACCME® has signed agreements with the majority of European countries. For a full and updated list of signed agreements in Europe please visit [eaccme.uems.eu](http://eaccme.uems.eu)

The countries with which the EACCME® has signed agreements will recognise EACCME® credits. All the other countries may recognise EACCME® credits on a voluntary basis. For these countries you will also need to apply to the central or relevant regional accreditation authority.

### USA

The UEMS-EACCME® has had an agreement of mutual recognition of credits with the **American Medical Association (AMA)** since the year 2000. The agreement is for live educational events, e-learning materials and blended learning.

The issue of territoriality is very important; both organizations are fully responsible for the activities taking place or organized within their remit.

The UEMS-EACCME® is the central body for accrediting live educational events in Europe and the AMA is the central body for recognition of CME/CPD credits in the USA.

E-learning activities need to be certified for credit by the process in place where the CME/CPD provider is based, i.e., AMA PRA Category 1 Credit™ for U.S. CME/CPD providers and ECMEC® credit for organizations in countries that are represented by the UEMS.

AMA credit conversion is applicable only to physicians, defined as individuals who have completed an MD, DO or an equivalent medical degree from another country.

### Canada

The UEMS-EACCME® has an agreement of mutual recognition of credits with the **Royal College of Physicians and Surgeons of Canada (RCPSC)** for live educational events since the year 2011.

The issue of territoriality is very important; both organizations are fully responsible for the activities taking place or organized within their remit.

The UEMS-EACCME® is the central body for accrediting live educational events in Europe and the RCPSC is the central body for accrediting live educational events in Canada through its accredited providers.

### CONFEMEL (Confederación Médica Latinoamericana y del Caribe)

CONFEMEL is the organization that represents and is made up of all the titular medical institutions with national representation, the founding institutions and the adherents of the countries of Latin America and the Caribbean.

The countries of Latin America and the Caribbean within the scope of the agreement between UEMS-EACCME<sup>®</sup>, CONFEMEL and CGCOM-SEAFORMEC will be divided by regions for the operation of CONFEMEL, being the same: Andean Region: Bolivia, Colombia, Ecuador, Peru and Venezuela; Central American and Caribbean Region: Costa Rica, Guatemala, Haiti, Honduras, El Salvador, Mexico, Dominican Republic, Nicaragua, Panama and Puerto Rico, among others; South Region: Argentina, Brazil, Chile, Paraguay and Uruguay; European region: Spain and Portugal.

The EACCME<sup>®</sup> shall grant ECMEC<sup>®</sup> credits to national events taking place in Latin America and organised by Latin American providers part of or belonging to CONFEMEL. The applications related to national events shall be submitted through the SEAFORMEC/SMPAC platform for accreditation according to the agreement entered between UEMS-EACCME<sup>®</sup> and CGCOM.

### **III. Definitions**

#### **Actual Conflict of Interest:**

A real conflict of interest occurs when an individual or institution has two competing interests, one of which is likely to interfere with or undermine a researcher's/institution's ability to fulfil its responsibilities as a researcher or research institution.

#### **Bias:**

Bias is a term used to describe a tendency or preference towards a particular perspective, ideology or result, especially when the tendency interferes with the ability to be impartial, unprejudiced or objective. Bias may be scientific, political, economic and financial, religious, gender-related, ethnic, racial, cultural or geographical. Bias may occur in relation to a particular industry or commercial product such as a mechanical device or pharmaceutical agent, or in relation to a particular intellectual, political or other view, in situations where a range of products or views may be equally useful or valid.

#### **Blended Learning (BLD):**

An educational programme that combines obligatory participation in a live educational event and completion of an associated e-learning component.

#### **CME/CPD Provider:**

Individual / organisation whose mission is the development and provision of CME/CPD. They may receive independent financial support from various organisations including the pharmaceutical and medical devices industry (the sponsor). The sponsoring pharmaceutical/medical devices industry must have no input into or influence, at any point, on the educational programme. The scientific content of the educational material a CME/CPD provider delivers is developed by medical doctors, other healthcare professionals, scientists or educational professionals independently of the sponsor and the content is not reviewed and controlled by the sponsor.

#### **Commercial Interest:**

Any entity producing, marketing, re-selling, or distributing healthcare goods or services consumed by, or used on, patients.

#### **Conflict of Interest (COI):**

A set of conditions in which judgment or decisions concerning a primary interest (for example a patients' welfare, the validity of research and/or quality of medical education) is unduly influenced by a secondary interest (personal or organizational benefit including financial gain, academic or career advancement, or other benefits to family, friends, or colleagues).

**Continuing Medical Education (CME):**

Continuing Medical Education refers to the process through which healthcare professionals participate in activities aimed at advancing their ongoing professional growth. These activities span various instructional methods, prioritize the learner's needs, and enhance the professionals' ability to deliver high-quality, comprehensive, and continuous care to patients, as well as serve their community or profession. CME content encompasses not only clinical care but also the attitudes and skills essential for excelling as administrators, educators, researchers, and collaborative team members within the healthcare system.

**Continuing Professional Development (CPD):**

Continuing Professional Development for physicians designates all the professional development activities that occur after specialist qualification has been obtained. It includes many forms of education and training that allow individual doctors to maintain and improve standards of medical practice through the development of knowledge, skill, attitude and behaviour.

**E-learning Material (ELM):**

E-learning material described as "on-demand" refers to digital educational resources that are accessible anytime and anywhere, allowing learners to engage at their convenience rather than following a fixed schedule.

The accreditation of ELM is only for the educational content of the ELM and not the e-media used to deliver it.

**Faculty:**

Faculty includes invited speakers, session chairs, workshop trainers, round-table moderators, discussion facilitators, developers and presenters of educational content and format of e-learning material etc. It does not include abstract/open paper/slide/poster presenters, speakers in non-CME/CPD sessions, speakers in industry symposia and other non-accredited sessions.

**Hybrid Event:**

Educational event taking place at a physical venue and streamed / broadcast live simultaneously.

**Independent Support Grant:**

Monetary or in-kind contributions given by a commercial interest to a CME/CPD provider that is used to pay all or part of the costs of a CME/CPD activity where the education is independent of their control. The commercial interest is not allowed to have control or influence over the content of the CME/CPD activity nor is it allowed to receive any "benefits" for providing the support.

**Individual Module:**

An individual module is the basic unit of an ELM. It lasts between 30 minutes and 3 hours. To be considered an individual module, the content of the ELM has to be under the scope of the

same medical specialty. Individual modules are self-paced learning experiences that may include a combination of written content, audio, video, or other visual elements.

The content and format of an accredited module cannot change once accredited or for the period for which it is accredited. If the provider wishes to change the content or format, a new application needs to be submitted.

Individual modules lasting more than 3 hours must be split into smaller components with a maximum duration of 3 hours in order to be accredited. Individual modules lasting less than 30 minutes must be combined to create a new module with a minimum duration of 30 minutes to be accredited.

### **Institutional Organisation:**

Organisation linked to a national governmental or European/international institution.  
Eg. IAEA, national health ministries, European Commission DG Santé...

### **Live Educational Event (LEE):**

A live physical / virtual / hybrid meeting or webinar, the primary purpose of which is the provision of educational material of a medical nature to medical specialists, with the aim that they will achieve educational benefit. It requires presence of a participant on the event's site or a tele-presence when an event takes place via live-streaming. Each form of presence/participation requires a robust mechanism allowing confirmation of participation. It is expected that, as a result of this educational process, patients also will benefit from the lessons, applied in practice, that their specialist doctors have learned.

A live educational event can therefore be:

- ✓ held at a physical venue (on site);
- ✓ streamed live (virtual event or live webinar);
- ✓ hybrid (on site and via live-streaming).

All these formats must allow participants to submit questions and answers.

### **Medical Officer taking Responsibility for the Application:**

This person must be a specialist doctor in activity registered with his/her Medical Regulatory Authority.

The medical officer taking responsibility for the application may be the Head of the Scientific and Organising Committee, one of its members or any specialist doctor willing to take responsibility for the application. This person will be the one completing and signing the director's declaration to be provided at the time of the application (template available on the EACCME® platform for download).

### **Medical Regulatory Authority:**

By Medical Regulatory Authority we mean the authority in a country that delivers to doctors the license to practice medicine in that country.

**Micro-learning:**

A CME/CPD activity (LEE or ELM) lasting between 30 minutes and an hour.

**Perceived conflict of interest:**

A perceived conflict of interest occurs when an individual or institution may reasonably be understood by a third party as having two competing interests, one of which is likely to interfere with or undermine a researcher's/institution's ability to fulfil its responsibilities as a researcher or research institution.

**Physician Organisation:**

Entity or group formed by physicians to collaborate, represent their interests, deliver healthcare or education services.

**Principal Intended Recipients:**

Specific group or groups of specialist doctors identified as the intended recipients of a CME/CPD activity.

**Professional Congress Organiser (PCO):**

Individual / organisation who has been contracted out by a CME/CPD provider to organise the logistics of the event.

**Recording:**

Recording of a whole live educational event made available on-demand during or after an EACCME<sup>®</sup>-accredited event.

The EACCME<sup>®</sup> does not accredit recordings *per se* but as the extension of an EACCME<sup>®</sup>-accredited live educational event.

**Scientific and Organising Committee:**

The people responsible for or who have contributed to the design of the event, selection and preparation of the format and the content of the programme, selection of the faculty etc. This does not include the non-medical staff responsible for the logistical part of the organisation of the event, nor does it include the event faculty members who have not been involved in the preparation of the event.

**Sponsor:**

An individual, group, corporation or organization (for-profit and not for-profit) who provides financial (exhibition booth, commercial symposium, advertisements outside the scientific programme, among others) support of educational activities. For further details on the type of sponsorship, see [Chapter VII, criterion 17](#).

**Sponsorship:**

Monetary contribution given in exchange for a specific benefit e.g., exhibition booth, space for a commercial symposium, and advertisements outside the scientific programme. The sponsor is not allowed to influence the CME/CPD activity at any level and not allowed to have control over the content. The “benefit” in exchange for the sponsorship must relate to a non-educational component of the meeting.

**Virtual Event:**

Educational event streamed / broadcast live in real time lasting more than 2 hours.

**Webinar:**

Educational event streamed / broadcast live in real time lasting between 30 minutes and 2 hours.

## IV. Who is eligible to apply for CME/CPD accreditation?

The EACCME® considers for accreditation events submitted by a physician organisation such as:

- an individual medical specialist;
- a university or hospital department;
- a scientific medical society;
- a national medical association;
- a CME/CPD provider;
- an institutional organisation;
- applications by other types of providers will be considered on a case-by-case basis.

As long as the application is supported by an appropriate medical specialist in activity who will take responsibility for the application. This person must be registered with his/her National Regulatory Authority.

For any other types of providers not listed above, and who do not participate in the marketing or promotion of pharmaceuticals and/or medical devices, it is possible to co-develop an event: co-development is when two or more organizations, at least one of which must be a physician organisation (see list above), work together to develop a CME/CPD activity to be accredited.

Examples of organisations that must co-develop a CME/CPD activity with a physician organisation:

- a professional congress organiser (PCO).

The EACCME® will **NOT** consider for accreditation events where the content, format or faculty is influenced by industry, submitted by industry or where the industry is the CME/CPD provider.

Types of organizations that are not considered for accreditation:

- Pharmaceutical companies or their advisory groups;
- Medical/surgical devices companies;
- Medical technology companies;
- Medical/surgical software companies;
- Other industry;
- Medical communication agencies.

## V. Types of CME/CPD activities

### **Which process do I use?**

<b>Type of application</b>	<b>Format</b>	<b>Duration</b>	<b>Number</b>	<b>Criteria</b>
LEE*	- Live on site - Streamed live - Hybrid - Individual live webinar	Min. 30 minutes	1 application per LEE/live webinar	UEMS 2023.07.rev
WEBPACK*	- Streamed live	Min. 30 minutes – Max. 2 hours	Minimum 2 webinars per application	UEMS 2023.07.rev
ELM	On-demand only	Min. 30 minutes – Max. 3 hours	See types of ELMs in UEMS 2023.08.rev	UEMS 2023.08.rev
BLD*	Combination of two components: ELM + LEE	Min. 1 hour in total	1 application per BLD	UEMS 2023.09.rev

\* Possibility to add the Recording option at any stage of the process of accreditation.

#### **Live educational event (LEE)**

- ✓ For all live educational events, either held at a physical venue, streamed live, or hybrid, or for individual webinars;
- ✓ The Recording option can be requested at any stage of the process of accreditation.

#### **Webinar Package (WEBPACK)**

- ✓ For live webinars lasting between 30 minutes and 2 hours;
- ✓ All in the same medical specialty;
- ✓ Minimum 2 webinars;
- ✓ The Recording option can be requested at any stage of the process of accreditation.

#### **E-learning material (ELM)**

- ✓ For on-demand material

#### **Blended learning (BLD)**

- ✓ For CME/CPD combining one/several LEEs and one/several ELM module(s);
- ✓ Minimum one hour in total;
- ✓ ELM is linked to the specific LEE and is available for a maximum period of 12 months;
- ✓ One single registration fee for the entire educational material;
- ✓ Participants must attend all sessions;
- ✓ The educational activity takes place within a period of 12 months;
- ✓ The Recording option can be requested at any stage of the process of accreditation.

## **VI. EACCME® general principles**

The UEMS-EACCME® provides accreditation for medical education of the highest quality, thus supporting the best and most up-to-date patient care in Europe. In order to guarantee this high-level education, the EACCME® has set the following principles:

### **Commercial influence and bias**

- the education provided must be free of any commercial influence or bias;
- the education provided must be free of any form of advertising;
- commercial funding should be provided in the form of an independent support grant. The EACCME® will also accept funding from other sources, eg. fees for exhibition booths (see full list under criterion 17);
- educational materials provided entirely by a pharmaceutical or medical equipment industry will not be considered for accreditation;
- as a general principle, all scientific content of an activity must be clearly separated from commercial component.

### **Educational needs and learning objectives**

- a needs assessment has to be performed prior to the educational material;
- learning needs and educational outcomes have to be defined.

### **Conflict of interest and resolution of conflict of interest**

- perceived or actual conflicts of interest will need to be disclosed by the Scientific and Organising Committee and the faculty;
- any actual conflict of interest will need to be resolved prior to the educational material.

### **Learners' monitoring and feedback**

- learners' attendance will need to be monitored by the provider;
- learners are expected to provide feedback on the educational material;
- the provider must submit an event report based on the learners' feedback.

### **Quality control**

- the UEMS-EACCME® will randomly perform quality controls of any type of accredited events to ensure compliance with EACCME® accreditation criteria. The provider will need to provide free access to the entire event for the persons indicated by the EACCME® as its representatives.

### **Other healthcare professionals**

- the EACCME® will consider supporting accreditation for other healthcare professionals (other than medical specialists) in collaboration with their relevant professional bodies.

## **VII. Requirements for the accreditation of a CME/CPD activity**

All the criteria below are ESSENTIAL criteria.

### **THE PROVIDER MUST:**

#### **1. Structure the educational material to fulfil defined educational needs.**

This confirmation must demonstrate that a “needs assessment” process has been performed, that these educational needs have been defined, and will be fulfilled.

A needs assessment must be carried out prior to the development of a CME/CPD activity. The process of a needs assessment is designed to identify the gap between a current situation and a desired situation.

There are different types of needs assessment:

- Evaluation results from a previous activity
- Surveys of potential participants
- Publication of a new clinical guideline or new research
- Legislative/regulatory/organizational changes affecting patient care...

The discrepancy between the current situation and desired situation must be measured to appropriately identify the need. The need can be a desire to improve current performance or to correct a deficiency.

A short description of this needs assessment process and derived educational needs must be provided.

#### **2. Identify and communicate the expected educational outcome(s) of the educational material.**

An expected educational outcome is a formal statement of what participants are expected to learn in an activity. Expected learning outcome statements refer to specific knowledge, practical skills, areas of professional development, attitudes, higher-order thinking skills, etc. that faculty members expect participants to learn, develop or master after attending the activity.

When defining an activity’s learning outcomes, action verbs must be used to express what participants will be able to do. eg. analyse, create, compare, evaluate.

*Example: “After attending the event, participants will be able to + action verb + something.”*

A list of educational outcomes must be provided.

#### **3. Define the “principal intended recipients” for whom the educational material is most likely to be suitable.**

The principal intended recipients must fall within the remit of the UEMS-EACCME® (fully qualified medical specialist doctors). The principal intended recipients must therefore be explained in terms of medical specialty and seniority of the learner.

The UEMS (recognized) medical specialities can be found on the UEMS website ([www.uems.eu](http://www.uems.eu)).

In addition to fully qualified medical specialist doctors, an EACCME® accredited activity is open to all interested medical and other healthcare professionals.

EACCME® certificates can therefore be distributed to any other healthcare professional attending the accredited activity (i.e. nurses, pharmacists, clinical scientists ...) who wishes to benefit from EACCME® credits. It is expected that the healthcare professional's association will recognise the EACCME® credits on a voluntary basis.

EACCME® certificates can also be distributed to speakers for the duration of their attendance as any other participant. They may also request credits for delivering a presentation (see UEMS document UEMS 2023.10.rev "Recognition of CME/CPD activities" – Learning by Teaching).

**4. Submit information regarding the expected total number of participants taking part in the educational material and the schedule of registration fees for these learners.**

***Expected total number of participants:***

This number includes all participants in the educational material whether they are specialist doctors or not. It also includes speakers and exhibitors/sponsors participating in the educational material.

The applicant will have no right to reduce the expected number of participants after submission of the application.

***Registration fee:***

A registration calendar and related fees must be provided upon submission of the application.

A LEE may be provided free of charge but only if all participants are admitted without fee (supported for example by an independent support grant or subsidised by a scientific society...).

EACCME® does not allow providers to charge an additional fee to participants to issue their EACCME® certificate.

**5. Provide detailed information on the duration of the educational material.**

**For live educational events (LEEs):**

The provider will need to state the starting time and ending time for each day of the programme (including lunch breaks and coffee breaks), together with the number of educational hours per day and for the whole event.

Only purely scientific sessions will be considered for accreditation.

Therefore, commercial sessions, coffee/lunch breaks, opening/closing ceremonies, assessments etc. will not be awarded ECMEC®s.

For e-learning materials (ELMs):

The provider must clearly state, in a readily-accessible manner, the likely duration that the Learner will need to engage with the ELM in order to fulfil the educational objective(s).

This must be a minimum of 30 minutes (30 mins of actual educational activity excluding introductions etc.).

It is the provider's responsibility to determine the time needed to go through the ELM and to determine the corresponding number of credits. No rounding-up of EACCME® credits will be allowed (eg. 45 min is equal to 0.5 credits and not 1 credit).

**6. Provide the title of the LEE, its venue, date(s), and a clear description of the nature of the whole educational material.**

***Title:*** must be identical with the title used in all materials related to the educational material. It is not permissible to have an industrial sponsor's or a commercial product's name in the title of the educational material.

***Venue:***

- Town, country where the event will take place in the case of a physical event
- Town, country where the CME/CPD provider is located in the case of a virtual event/webinar

In the case of multiple event dates, the town/country of the first event will apply to all event dates.

Events held in the facilities of any commercial company, such as a pharmaceutical/medical/surgical devices/software company, are not eligible for EACCME® accreditation.

When the LEE is virtual and taking place on a member-only website/platform, the provider must provide login details so that the EACCME® is able to assess the LEE content.

The EACCME® deals with the accreditation of international events in Europe and outside of Europe (with the exception of the USA and Canada with which the EACCME® has agreements of mutual recognition of credits).

For international events in Europe the EACCME® will seek to have the approval from the National Accreditation Authority of the country where the event takes place and with which the EACCME® has a signed agreement.

For all those countries with which the EACCME® does not have a signed agreement, the EACCME® strongly recommends to also apply for accreditation with the National Accreditation Authority of that country to ensure that local participants receive their credits.

The list of countries with which the EACCME® has signed an agreement is available on the EACCME® platform under the section related to "Collaborations".

For international events outside of Europe the EACCME® accepts to consider such applications if European participants and/or faculty attend the event.

However, the EACCME® encourages the accreditation of international events outside of Europe even though there are no European participants and no European faculty. In this case EACCME® accreditation is considered as a “mark of excellence”. For those events the EACCME® will apply the EACCME® criteria. These events should attract participants from several countries. The application and programme must be submitted in English.

***Date:*** EACCME® will accept one set of consecutive dates per event. A separate application must be submitted for each repetition of the same event.

Courses run on non-consecutive dates will be accepted as one application if the course meets the following conditions:

- One single registration fee for the entire course;
- Participants must attend all sessions;
- The course takes place within a period of 12 months.

All individual dates must be provided on the application form at the time of submission.

The EACCME® will not accept any change except for one postponement. Any other change will be evaluated on a case-by-case basis and may require a new submission.

The applicant will notify the EACCME® about the postponement before the original dates of the activity. The applicant will have to provide the new date(s) of the postponed activity within 12 months of notifying the EACCME® office of the postponement and at least 6 weeks before the new starting date of the activity. The applicant will upload the Director’s Declaration with the new activity dates and the new programme with changes highlighted (if any) at least 6 weeks before the new dates of the activity. Failure to do this will result in the application being automatically rejected.

If the application is in review or in accredited stage and changes have been made to the programme, a new application will have to be submitted.

***Nature of the educational material:*** You will need to state whether the educational material is a combination of:

- Course
- Conference
- Hands-on workshop
- Webinar

with

- E-learning module
- E-learning app
- Other: applicant needs to clarify

The content of an ELM needs to be interactive and the use of voice-recording is encouraged. As such the content of an ELM can be a recording, a video, a practical case study, a clinical case or any other format or combination of formats provided that interactivity tools are implemented.

The EACCME® will **NOT** consider for accreditation commercial/industry-sponsored satellite symposia even if it is stated that they are supported by an independent support grant.

The applicant will also have to confirm whether the live event is physical / virtual or hybrid.

The EACCME® will not accredit parts of a blended learning activity. The application will have to be for the whole educational activity.

If the application is submitted 6 weeks (or less) prior to the event, providers are required to submit the final version of the programme as provided to participants at the event.

**7. Provide the latest version of the programme of the educational material at the time of application.**

When applying, the programme that providers have to upload is the document intended for the participants.

The programme must contain as a minimum:

- ✓ title of the LEE/ELM
- ✓ venue of the LEE
- ✓ date(s) of the LEE
- ✓ link to the ELM
- ✓ duration of the ELM
- ✓ short description on how the ELM interacts with the LEE as a way to better achieve the learning outcomes
- ✓ titles of individual sessions / lectures, etc.
- ✓ start and end time of individual lectures, workshops and sessions, etc. In cases in which the event is held in more than one time zone, this information should be provided in the CET time zone.
- ✓ name and affiliation of faculty members (including chairpersons, moderators, presenters...) alongside their respective sessions. This information must also be provided in the application in the designated field.
- ✓ overall expected learning outcomes.

Sessions for which these details have not been provided will not receive accreditation.

As a general rule, it is not permissible for a member employed by, in contractual relationship with or otherwise representing the industry to be on the scientific programme.

In specific situations, dependent on the approval of the EACCME®, representatives from industry may be exceptionally allowed to be on the scientific programme:

1. Where the content of the talk is not related to the business lines or products of their company, or
2. The content of the accredited activity is limited to basic science research, such as preclinical research and drug discovery, or the methodologies of research, and they do not make care recommendations.

In this case, the speaker's affiliation must be clearly presented at the beginning of the session, under the form of a COI declaration.

If the event is organised in parallel sessions, a summary programme at-a-glance (table form) needs to be submitted to clearly show how each day is organised.

Sessions developed for allied healthcare professionals (nurses, psychologists, physiotherapists, etc.) should be stated as such in the scientific programme.

**Non-exhaustive examples** of sessions that will not be entitled to credits:

- opening / closing sessions
- industry symposia / commercial sessions
- satellite symposia
- poster sessions (unless if part of the scientific programme with a clear timeframe, structure and monitoring)
- oral sessions (if no details are provided)
- awards sessions
- examinations / completion of participants' feedback forms
- coffee / lunch breaks
- hospital visits (unless if part of the scientific programme with a clear timeframe, structure and monitoring)
- committees or annual general meetings
- social events and/or networking opportunities
- sessions developed for allied healthcare professionals (nurses, psychologists, physiotherapists, etc.)
- etc.

It is the provider's responsibility to ensure that the latest version of the programme is, at all times, made available to the EACCME® via the application page.

Following confirmation of accreditation and before the beginning of the educational material, providers are obliged to inform the EACCME® of any changes made to the programme. The EACCME® will evaluate the new programme and, if deemed necessary, a new application will have to be submitted by the provider.

Once the final version of the programme is available, the provider will upload it on the application page no less than one week before the start of the event.

Once the final version of the programme is available, the EACCME® will not permit further changes to the programme. Changes made at this time might lead to removal of accreditation.

When an event website exists, it must contain the event programme.

#### **THE EDUCATIONAL MATERIAL MUST:**

##### **8. Be presented in a manner suitable for an international audience.**

The EACCME® will not consider for accreditation purely local/national events with only local/national participants attending. This is the remit of a National Accreditation Authority. However, a national event attracting foreign participants may be considered for accreditation by the EACCME®.

The EACCME® accredits international events in the whole world (except for the USA and Canada as long as the event attracts participants from several countries and the programme submitted with the application is available in English.

International terminology for procedures and therapeutic agents must be used.

**9. Include methods to promote active, adult learning to achieve the educational objective(s).**

The EACCME® encourages the use of methods promoting adult active learning.

The methods used can be one or a combination of the following:

For live educational events (LEEs):

- ✓ Discussion time
- ✓ Quiz
- ✓ Q&A session
- ✓ Training session
- ✓ Groups
- ✓ Open space
- ✓ Electronic communication
- ✓ Other: applicant needs to clarify.

For e-learning materials (ELMs):

- ✓ Problem-orientated learning
- ✓ Task-based learning
- ✓ Case-based learning
- ✓ Reflective learning
- ✓ Performance improvement CME/CPD

The EACCME® also strongly recommends feedback be provided on the learner's engagement with the material, such as an explanation of why a response to the self-assessment component was incorrect.

**THE PROVIDER MUST:**

**10. Clearly state, in a readily-accessible manner, compliance of all educational material with all relevant ethical, medico-legal and legal requirements.**

Where applicable, these must include: consent by patients and other participants to inclusion in the ELM, confirmation of confidentiality for patients and other participants, compliance with research ethics requirements, compliance with data- protection legislation, and copyright arrangements for the ELM. It is essential to ensure that patients are not, and cannot be identified in any of the materials presented.

**11. Indicate the mechanism(s) by which it will be verified that the learner has engaged with the educational material in order to fulfil the educational objective(s).**

For live educational events (LEEs):

Simple registration of attendance at the event is not sufficient.

As the CME/CPD provider must deliver the number of credits to participants based on their actual attendance, providers are required to monitor the presence of each participant for each session of the event. Different methods can be used: attendance list, scanning system, ...

For virtual events, the participant's online attendance must also be monitored through a tracking system. Further methods could include pop up questions during the event, short evaluation questionnaire after each session, etc.

Providers will need to explain how the participants' attendance is monitored during the event and to include in the learner's feedback form questions related to the relevance of the content and speakers.

For e-learning materials (ELMs):

The assessment component must be of quality, duration and content appropriate to the ELM and the educational objective(s), and it must be integral to the ELM and available online. It may be based on multiple-choice questionnaire or other self-assessment methodologies but must have clearly stated assessment criteria (e.g. pass mark). This should be set by the provider of the educational content (as distinct from the provider of the product).

This self-assessment component must comprise a minimum of 10 questions per educational hour (i.e. 5 questions per half-hour).

The assessment component must be available at the end of each individual module of the ELM.

**12. Provide a short description of the provider organisation(s).**

The applicant must submit a short description of the CME/CPD provider, and any other organisation the CME/CPD provider is working with in regard to the LEE. Where the provider is a CME/CPD company producing a programme on behalf of or supported by another organisation, their relationship must be fully disclosed and any funding should be in the form of an independent support grant although it is also acceptable for some funding to come from other sources, eg. fees for exhibition booths (see full list under criterion 17).

Educational materials submitted by a CME/CPD provider on behalf of industry (eg. pharmaceutical or medical device companies) **will NOT** be considered for accreditation by EACCME®.

Educational materials submitted by industry (eg. pharmaceutical or medical device companies) **will NOT** be considered for accreditation by EACCME®.

**13. Provide the name, title and contact details of a medical officer who will take responsibility for the application for accreditation of the educational material.**

The medical officer must be a specialist doctor in activity and his/her registration number with a Medical Regulatory Authority must be provided as well as the name of that authority.

By Medical Regulatory Authority we mean the authority in a country that delivers to doctors the license to practice medicine in that country.

The medical officer) taking responsibility for the application may be the Head of the Scientific and Organising Committee, one of its members or any specialist doctor willing to take responsibility for the application.

From the EACCME®'s point of view, this person is responsible for the educational material.

This person will be the one completing and signing the director's declaration to be provided at the time of the application (template available on the EACCME® platform for download).

The medical officer taking responsibility for the application declares, on behalf of the Director of the CME/CPD programme, that:

- The scientific programme was developed under his/her supervision and responsibility, and presents a scientifically balanced perspective of the subjects included;
- The programme complies with all relevant ethical, medico-legal, regulatory, industry-based and legal requirements applicable in the country where it is being held;
- All members of the Scientific and Organising Committee have provided a declaration of perceived or actual conflict of interest;
- The Scientific and Organising Committee has determined the content of all aspects of the educational material to be free of any attempt by sponsors to influence the Committee's decisions;
- He/she is aware of the source and form of any funding received to develop this programme and confirm that any educational material is free of any form of advertising and any form of bias;
- All faculty and other speakers at this scientific event have disclosed, or will disclose, any perceived or actual conflict of interest. This will be published, and stated at the beginning of their presentation(s);
- He/she will ensure that the applicable national rules, regulations and industry standards regarding exhibition areas where companies are permitted to present their products will be enforced;
- He/she is a medical practitioner, registered with a Medical Regulatory Authority and has provided his/her registration details to the EACCME.

**14. Provide the name(s), job title(s) and contact details of the head, and all other members of the Scientific and Organising Committee of the LEE and the names and qualifications of the individual(s) involved in preparing the content of the ELM.**

For live educational events (LEEs):

This includes the members of the Scientific and Organising Committee listed on the event website.

No member of staff/doctor/professor working for the industry is allowed to be on the Scientific and Organising Committee.

For e-learning materials (ELMs):

The EACCME® requires that all individuals who have contributed to the preparation and presentation of the material(s) are mentioned.

As a general rule, it is not permissible for a member employed by, in contractual relationship with or otherwise representing the industry to be involved in the ELM. In specific situations (ground-breaking scientific investigation, exceptional scientific merit, etc.), dependent on the approval of the EACCME<sup>®</sup>, a member employed by, in contractual relationship with or otherwise representing the industry may be exceptionally allowed to be involved.

### **ELM authors from commercial organisations**

#### **Ineligible organisations**

The EACCME<sup>®</sup> does not accept applications for CME/CPD accreditation from organisations involved in producing, marketing, re-selling or distributing healthcare goods or services consumed by or used on patients. These organisations include:

1. Pharmaceutical companies
2. Device companies (manufacturers or distributors)
3. Biotechnology companies
4. Growers, distributors, manufacturers or sellers of medical foods and dietary supplements
5. Manufacturers of health-related wearable products
6. Reagent manufacturers or sellers
7. Companies developing or marketing health-related IT solutions

#### **E-learning authors or editors**

Accredited e-learning applications must have no authors or editors from commercial organisations (as defined above).

The only exceptions to this would be for authors where both A and B below are satisfied:

- A. *The ELM is organised by an independent educational provider (see eligible organisations).*
- B. *One of the following criteria applies to the author concerned:*
  1. The topic is a recognised area of expertise for the speaker and the content of the talk is not related to the business lines or products of their company, or
  2. The content of the activity is limited to basic science research, such as preclinical research, drug discovery, or the methodologies of research, and the author does not make care recommendations.

Where a provider includes an author from a commercial organisation, they should submit a COI declaration signed by the author concerned.

- 15. Ensure that all members involved in the preparation and presentation of the educational material (Scientific and Organising Committee and faculty) provide written declarations of perceived or actual conflicts of interest.**

**Conflict of interest:** A set of conditions in which judgment or decisions concerning a primary interest (example a patients' welfare, the validity of research and/or quality of medical education) is unduly influenced by a secondary interest (personal or organizational benefit)

including financial gain, academic or career advancement, or other benefits to family, friends, or colleagues).

**A perceived conflict of interest:** A perceived conflict of interest occurs when an individual or institution may reasonably be understood by a third party as having two competing interests, one of which is likely to interfere or undermine a researcher's/institution's ability to fulfil their responsibilities as a researcher or research institution. Whereas **an actual conflict of interest** occurs when an individual or institution has two competing interests, one of which is likely to interfere or undermine a researcher's/institution's ability to fulfil their responsibilities as a researcher or research institution.

At the time of application, only the Head of the Scientific and Organising Committee and the medical officer taking responsibility for the application must submit a completed conflict of interest form. The medical officer in charge will declare, in the Director's declaration, that he/she has received and reviewed the conflict of interest forms from all other members of the Scientific and Organising Committee and faculty.

Each form should include the individual's perceived or actual conflicts of interest for the last three years. The COI forms must be dated and signed by hand or an authenticated or certificate-based electronic signature. COI declarations signed more than 6 months before the date of the blended activity will not be accepted.

The EACCME® will accept documents electronically signed as long as they meet the European requirements for advanced electronic signatures AdES.

The list of perceived or actual conflicts of interest of the members of the Scientific and Organising Committee must be made available online on the educational material's website. The COI template is available on the EACCME® platform for download.

Providers who have been granted the status of "Trusted Provider" do not need to supply the COI forms at the time of submission of the application but the forms have to be completed before the educational material takes place and have to be available for an on-site control by the EACCME®.

All members of the faculty must provide written declarations of COI. These declarations do not need to be submitted at the time of the application but must be made available in case of control by the EACCME® or its reviewers. Reviewers may ask for the COIs of any of the known speakers at the time of submission if needed.

#### **16. Confirm that all actual conflicts of interest have been resolved.**

This criterion is applicable to all members of the Scientific and Organising Committee and faculty (including chairpersons, moderators, presenters...) and is the personal responsibility of the Head of the Scientific Committee.

The provider must ensure that all actual conflicts of interest have been resolved. This can be done in several ways:

- Every faculty member must provide a declaration of perceived or actual conflicts of interest as a second slide of his/her presentation.

- The feedback form completed by participants must include a question on the faculty's bias.
- The list of perceived or actual conflicts of interest of all members of the Scientific and Organising Committee and faculty must be made available on the educational material's website.
- Member of the Scientific and Organising Committee or faculty who has a conflict is excluded from the preparation of the scientific programme.

**17. The source(s) of all funding for the educational material must be declared, and be made available to learners in a readily accessible manner.**

The source of all funding must be declared. The name of the sponsors and the type of financial support and sponsorship, confirmed or pending, must be declared.

Funding can occur via:

- ✓ provider's own funds
- ✓ participants' registration fees
- ✓ an independent support grant
- ✓ exhibition booths during the event
- ✓ commercial symposia organised during the event (not eligible for ECMEC®s)
- ✓ advertisements outside the scientific programme
- ✓ provision of a range of tools during the event
- ✓ if other: please specify

**Independent support grant:** Monetary or in-kind contributions given by a commercial interest to a CME/CPD provider that is used to pay all or part of the costs of a CME/CPD activity where the education is independent of their control. The commercial interest is not allowed to have control or influence over the content of the CME/CPD activity nor is it allowed to receive any "benefits" for providing the support.

**Sponsorship** is a monetary contribution given in exchange for a specific benefit e.g., exhibition booth, space for a commercial symposium, and advertisements outside the scientific programme. The sponsor is not allowed to influence the CME/CPD activity at any level and not allowed to have control over the content. The "benefit" in exchange for the sponsorship must relate to a non-educational component of the meeting.

To ensure full transparency for learners, all sources of funding must be declared at the start of the activity (full instructions on the acknowledgement of sponsors in the event material are available in [Chapter XII](#)).

For the ELM, the EACCME® will allow one single page acknowledgement at the end of the module where the sponsor is recognised for their support.

The EACCME® reserves the right to ask for the contractual arrangement between the provider and the sponsor(s). Providers are entitled to redact any financial information.

Tobacco/alcohol industry sponsorship of CME/CPD activities will not be permitted.

As far as sponsorship items are concerned, the EACCME® places trust in providers to adhere to relevant ethical codes, such as the "EFPIA Code of Practice on Relationships Between the

Pharmaceutical Industry and Patient Organizations” or the “MedTech Europe Code of Ethical Business Practice”, just to cite two examples.

The EACCME®’s primary focus lies in ensuring the scientific integrity of events. This entails maintaining meeting rooms free from commercial influence, including advertising and sponsors’ branding. For instance, sponsor-branded lanyards and advertisements between scientific sessions will not be permitted within meeting spaces. However, outside of these areas, providers can allow their sponsors to promote their products as desired.

**18. All educational material must be free of any form of advertising and any commercial or other forms of bias.**

Live educational events (LEEs):

The EACCME® will reject any application that, in its opinion, includes advertising of any product or company directly related to any educational material.

Specific examples that will lead to automatic rejection of an application include:

- the use of a sponsor’s name, brand name or product name in the title of the scientific programme, a scientific session or a scientific lecture;
- the display of brand names and/or individual company logos in scientific lectures or in the scientific programme;
- the name of a speaker from industry in the scientific programme, a scientific session or a scientific lecture except in specific circumstances as mentioned under criterion 7;
- the brand or product name of the equipment used during hands-on sessions of the scientific programme.

The EACCME® strongly encourages providers to produce two programme booklets:

1. one for the scientific programme
2. one for the industry-sponsored events and industry acknowledgement/information

When this is not possible, the acknowledgement of sponsors for their financial or material support, the details of industry satellite symposia (title, speakers, sessions, sponsors...) and all advertising components (including the listing of exhibitors) must be placed at the end of the scientific programme booklet, on separate pages from the scientific content.

The event website cannot be hosted on any commercial company website and cannot bear any commercial company logo. The acknowledgement of sponsors for their financial or material support, the details of industry satellite symposia (title, speakers, sessions, sponsors...) and all advertising components (including the listing of exhibitors) will only be allowed under a separate tab “sponsorship”.

Full instructions on the acknowledgement of sponsors and sponsored symposia in the educational material are available in chapter XVII.

E-learning materials (ELMs):

The EACCME® will reject any application that, in its opinion, includes advertising of any product or company directly related to any educational material.

Where there is a valid evidence base for a specific therapy or agent, this may be stated, but must be referenced in a manner that is appropriate for a scientific journal. The EACCME® will reject any application that, in its opinion, includes biased information.

Specific examples that will lead to automatic rejection of an application include:

- the use of a sponsor’s name, brand name or product name in the title of the ELM;
- the display of brand names and/or individual company logos in any component of the ELM;
- the presence of a speaker from industry in any component of the ELM (see exceptions above).

The material can therefore not be hosted on the sponsor’s website, nor contain the sponsor’s logo on any page of the material. The EACCME® will allow one single page acknowledgement at the end where the sponsor is recognised for their support.

Should medical devices/software/equipment appear in the LEE or ELM, it is mandatory to use the following statement at the beginning and at the end of the LEE/ELM:

*“Commercial names of medical devices/software/equipment may appear in this content because they are linked to specific medical procedures, which are the focus of this training material. Other products in the market can be used to perform the aforementioned medical procedures. The educational provider does not endorse any particular product.”*

#### **THE PROVIDER MUST:**

- 19. Provide a reliable and effective means for the learners to provide feedback on the educational material, including the extent to which the educational objectives of the educational material were met. The provider must commit to make available to the EACCME® a report on this feedback and on the provider’s responses to this.**

Providers must ensure that a feedback form is completed by the participants at the end of the educational material. Providers must use the EACCME® template of the feedback form as a minimum for their post-activity forms. Additional feedback questions may be added by the provider if deemed necessary.

The applicant will provide a copy of the feedback form<sup>1</sup> that will be distributed to participants at the end of the educational material upon submission of the application.

Participants will only be able to receive their EACCME® accreditation certificate once they have completed the feedback form. They can only receive the number of ECMEC®s corresponding to their actual attendance.

Based on the participants’ individual feedback, the provider must complete the EACCME® event report<sup>2</sup> within four weeks of the completion of the event on their application page. Failure to provide feedback could jeopardise recognition of any future applications.

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<sup>1</sup> Appendix 1: see EACCME® participant’s feedback form in the “Resources” section on the EACCME® website.

<sup>2</sup> Appendix 2: see EACCME® event report in the “Resources” section on the EACCME® website.

If accreditation has been requested for the recording of the BLD, the event report will be submitted to EACCME® seven months after the completion of the BLD.

Upon completion of the EACCME® event report, if the number of participants reported exceeds by 10% or more the initial number provided at the time of submission, a complementary invoice will be produced.

Providers cannot deliver a higher number of certificates than the number of feedback forms received.

EACCME® certificates can be distributed up to 6 months after the event has taken place.

#### **THE INDIVIDUALS INVOLVED IN THE PREPARATION OF THE WHOLE EDUCATIONAL MATERIAL MUST:**

##### **20. Ensure that the educational material will provide a programme that presents a scientifically balanced perspective of the subjects included.**

This must include impartiality in the scheduling of subjects, lecturers and opportunity for discussion.

Where there is a valid evidence base for a specific therapy or agent, this may be stated, but this must be referenced in a manner that is appropriate for a scientific journal. Only generic names will be permitted.

The EACCME® encourages programmes using a number of speakers adequate to the size of the educational material. The EACCME® strongly encourages providers to promote diversity and inclusion when choosing the faculty of the educational material in order to adequately represent society.

##### **21. Confirm that it has determined the content of all aspects of the educational material to be free of any attempt by sponsors to influence the Committee's decisions.**

All funding must be provided free of any attempt to influence the programme, individual sessions, subjects for discussion, content or choice of faculty members.

In the case the sponsor is a pharmaceutical or medical device industry, the sponsor cannot be directly involved in the provision of the educational material. **The sponsor therefore cannot:**

- Invite or select participants and speakers;
- Cover travel/accommodation/registration costs of participants and speakers;
- Take part in the organisation of the educational material (invitation of participants, registration of participants, staffing, catering, speaker's fees...);
- Take part in the development of the scientific programme (no funding company member on Organising/ Scientific Committee, no influence on the choice of the speakers/selection of topics...);
- Be on the scientific programme (no speaker from the industry will be allowed on the scientific programme, except in the cases described above);
- Advertise and promote the educational material via mailing;
- Be involved in any way in the preparation of the ELM...

**THE PROVIDER MUST:**

- 22. Ensure that all content within the educational material is evidence-based. This includes but is not limited to notes on the level of evidence (where applicable), and suitable references.**

For the ELM, this means that it must be to the standard required for a publication in a scientific journal.

- 23. Provide confirmation that it has had the educational material assessed using the EACCME® criteria prior to application to the EACCME® for accreditation.**

- 24. Confirm that it will comply with the applicable national rules, regulations and industry standards regarding exhibition areas where companies are permitted to present their products.**

The provider has a duty to check if special arrangements regarding accreditation and recognition of CME credits apply in the country/region where the LEE takes place. The EACCME® strives to monitor local regulations but it is not always notified of local changes in a timely manner and the provider has the responsibility to make sure that participants, particularly local participants, will have their CME credits recognised.

- 25. Respect and confirm the privacy and confidentiality of the learner, and confirm that any information provided by the learner will only be utilised for the specific purposes of completing the educational material.**

The only permitted exception to this will be with the valid consent of the learner.

- 26. Clearly state, both in the application and in the e-learning material, in a readily-accessible manner, the date of preparation and expiry date of the ELM.**

- 27. Clearly state, both in the application and in the e-learning material, in a readily-accessible manner, the required format for use of the ELM, (e.g. Windows/MacOS), and must provide contact details for the provision of assistance.**

All the criteria below are DESIRABLE criteria.

- 28. All content of the ELM should be easy to use.**

- 29. The ELM should provide links to further relevant information.**

Links to commercial sites are not allowed.

- 30. The provider should make available for the learner technical support related to the ELM.**

## **VIII. Submission/evaluation/accreditation/appeal processes**

The deadline for the receipt of a fully completed application form, all supporting documents, and confirmed payment of the EACCME® fee is as follows:

- **6 weeks** before the event for a complete and paid application.
- **5 weeks** before the event for a complete and paid application, with late fees applied.
- **5 weeks** before the event for trusted providers for a complete application.
- **4 weeks** before the event for trusted providers for a complete application, with late fees applied.

These deadlines apply to ensure timely processing ahead of the event's scheduled start date.

For submissions at 5 weeks or 4 weeks for trusted providers, a late fee will be applied.

These submission deadlines only apply to providers with a validated user account on the EACCME® platform.

### **IMPORTANT NOTICE:**

Every time there is a delay in the process for which the applicant is responsible (i.e. the EACCME® admins/reviewer(s) have questions for the applicants for which an answer is pending...), the clock stops and the delay is not included in the above schedule.

Moreover if an application is not fully complete at the latest 2 weeks prior to the start of the CME/CPD activity, the application will be automatically rejected with no refund and no possibility to appeal.

### **Submission process**

- ✓ The only application form that will be accepted is that made available at <https://eaccme.uems.eu>;
- ✓ No applications sent on paper or by email will be considered.
- ✓ As applications can only be received in English, applicants will be responsible for the translation of all submitted materials.
- ✓ For some countries or specialties specific regulations might apply. Please check our website for further information.

**In order to have an application for accreditation considered by the EACCME®, the applicant must:**

- ✓ submit a fully completed application, in English, using the specific EACCME® application form with all relevant attachments and full payment for the application;
- ✓ ensure that suitable information has been provided for each of the essential criteria;
- ✓ provide confirmation by the medical officer who is taking responsibility for the application.
- ✓ provide confirmation by the Head of the Scientific and Organising Committee who is taking responsibility for the scientific programme.

### **The EACCME® commits to:**

- ✓ providing, on its website, an EACCME® application form, based on the criteria set out in this paper;
- ✓ ensuring confidentiality regarding the application submitted;
- ✓ confirming for the applicant the following dates:
  - on which the EACCME® application was made,
  - on which the EACCME® application was complete,
  - on which the application fee was cleared,
  - the “starting date” – on which the EACCME® has begun its evaluation
  - completing the accreditation process within the time specified;
- ✓ following its published accreditation process;
- ✓ providing, via the EACCME® website, a progress record that is accessible by the applicant;
- ✓ publishing, on the EACCME® website, the list of accredited educational materials.

### **Criteria and decision-making for accreditation**

1. The Material and the application form will be reviewed simultaneously by the two EACCME® designated evaluation bodies:
  - a. the National Accreditation Authority (NAA) of the country within which the LEE will be held; and
  - b. the relevant Speciality-based organisation, whether UEMS Section and Board, or partner European Speciality Accreditation Board (ESAB).

The EACCME® will be solely responsible for appointing these designated evaluation bodies.

2. **For a positive decision** by the EACCME® designated evaluation bodies, **all essential criteria set out in this document must be confirmed**. The two designated evaluation bodies also will be required to confirm whether, according to their assessment of the information provided, the application is for an activity that fits within the UEMS definition of a BLD, and whether the stated learning objectives are likely to be achieved.

The NAA role is first and foremost to check if the application is compatible with the regulations in place where the LEE is held while the UEMS Section/Board or relevant ESAB conducts the scientific specialist review.

3. In order for the EACCME® to accredit the material, both designated evaluation bodies must support the application.

### **Amendment Procedure**

1. The EACCME® recognises that some applications will fulfil almost all the criteria needed for accreditation but may not achieve the standard required for a small number of criteria. In accordance with its remit to encourage the improvement of the quality of CME/CPD, the EACCME® will permit the applicant, following request by the EACCME®, one opportunity to provide additional information.

2. Following activation of the amendment procedure, the clock for the processing time will stop pending receipt of the requested information or documents from the applicant, and the

deadline for EACCME® to provide their decision will be extended accordingly. Other than through the mechanism of appeal (see below), this decision by the EACCME® shall be final.

### **Automatic Reconsideration**

Should the two EACCME® designated evaluation bodies differ in their assessments, an automatic reconsideration will be triggered by the EACCME® system. This automatic reconsideration will be performed at no further cost to the applicant and will be completed within the timescale applicable for a regular review. Automatic reconsideration will involve review by the two EACCME® designated evaluation bodies and the Secretary-General of the UEMS (or his/her nominee).

### **Appeal**

1. Should both EACCME® designated evaluation bodies reject the application, the applicant may still appeal.

A decision to appeal must be lodged within one week and must be accompanied by full payment of the appeal fee. The appeal process will require a further two weeks from the date that the appeal was received.

The fee will be € 288 for all such appeals. In the case of a positive appeal, the appeal fee will be refunded.

2. The mechanism of the appeal will be:

- the Secretary General of the UEMS (or his/her nominee) will review all the information provided on the application form, any supplementary permissible correspondence and may ask for additional information to all parties involved. The Secretary General will discuss the application with the two EACCME® designated evaluation bodies for the initial review, if needed;
- the appeal decision of the EACCME® will be final.

## IX. Outcomes

1. Until confirmation of accreditation has been sent to the provider, the only permissible statement that can be made by the CME/CPD provider on material related to the educational material is **“An application has been made to the UEMS EACCME® for CME/CPD accreditation of this educational material”**.

2. Confirmation of accreditation of the educational material by the EACCME® will permit the Provider to use a statement to this effect (prepared by the EACCME®) on and within the material. This will be confirmed on the EACCME® website, where the maximum number of ECMEC®s granted will be stated. **Only after confirmation of accreditation has been received can the provider use the UEMS-EACCME® logo on material related to the educational material.**

The UEMS-EACCME® logo may only be used in conjunction with, and in proximity to, the EACCME® accreditation statement and must not be associated with any commercial logo.

The UEMS-EACCME® logo cannot be used in notices, advertising, or promotion of activities other than in association with the EACCME® accreditation statement.

**3. Accreditation by the EACCME® of an educational material will be for the specific educational material designated on the application form.** It is not permissible to transfer this accreditation to any other educational material.

4. Where a website, an electronic communication or a printed material lists EACCME®-accredited educational materials along with non-accredited educational materials, the provider must assure that learners can easily recognise the accreditation status. Listing an educational material not accredited by the EACCME® in a misleading way, suggesting that EACCME® has also accredited it, will lead to withdrawal of accreditation.

## **X. Major causes for rejection of an application at the level of initial review**

1. Failure by a provider to disclose the means of funding of an educational material will lead to rejection of the application.
2. Grossly or significantly inaccurate attendance declarations will lead to automatic rejection of the application and any future application.
3. The Applicant must not attempt to influence the decision of the EACCME®. Specifically, any attempt to contact the reviewers of the application will result in automatic rejection of the application and forfeiture of the fee.
5. The use of any statement by the provider that suggests that accreditation has been granted, or has been provisionally granted while the application review process is not yet completed with positive outcome will result in automatic rejection of the application.
6. Any unauthorised/inappropriate use of the UEMS-EACCME® logo will result in action being taken by the UEMS.

## XI. Allocation of European CME Credits (ECMEC®s)

### Live educational events (LEEs):

The EACCME® awards ECMEC®s on the following basis:

30 minutes (30 minutes of educational activity) = 0.5 ECMEC®

Each additional half hour will be granted 0.5 ECMEC® with a maximum of 8 ECMEC® per day of the LEE.

*Doctors must only claim ECMEC®s for those LEEs, or parts of LEEs that they have attended, and should ensure that they do so in accordance with their home country's criteria.*

### E-learning materials (ELMs):

The EACCME® awards ECMEC®s on the following basis:

30 minutes (30 minutes of educational activity) = 0.5 ECMEC®

Each additional half hour will be granted 0.5 ECMEC® with a maximum of 3 ECMEC® per module.

## XII. EACCME® fees

The fee for an application to the EACCME® for the accreditation of Blended Learning is determined in accordance with the expected total attendance of Learners and is not dependent on the number of ECMEC®s awarded. As with any contractual agreement, all invoices must be paid.

The EACCME® scale of fees for Blended Learning is:

<b>From 1 to 50 participants</b>	863 €
<b>From 51 to 100 participants</b>	974 €
<b>From 101 to 250 participants</b>	1,092 €
<b>From 251 to 500 participants</b>	1,465 €
<b>From 501 to 1,000 participants</b>	1,890 €
<b>From 1,001 to 2,000 participants</b>	2,976 €
<b>From 2,001 to 5,000 participants</b>	4,696 €
<b>More than 5,000 participants</b>	6,985 €

The EACCME® scale of late fees for Blended Learning is:

<b>From 1 to 50 participants:</b>	980 €
<b>From 51 to 100 participants</b>	1,150 €
<b>From 101 to 250 participants</b>	1,321 €
<b>From 251 to 500 participants</b>	1,869 €
<b>From 501 to 1,000 participants</b>	2,524 €
<b>From 1,001 to 2,000 participants</b>	3,839 €
<b>From 2,001 to 5,000 participants</b>	6,416 €
<b>More than 5,000 participants</b>	9,849 €

The **Recording option** is available for the regular application fee and the late application fee and is **25% of the total fee**.

The above fees are VAT excluded.

In some specialties, the UEMS-EACCME® has particular agreements with European Specialty Accreditation Boards (ESABs). Through mutual agreements with each of these, the UEMS-EACCME® will submit all eligible applications in these fields to the relevant ESAB for their specialist review (see EACCME® website).. Accordingly, ESABs are entitled to issue an invoice to providers in order to cover for their specific administrative tasks and provisions for quality assurance in their CME/CPD events.

The applicant will have no right to reduce the expected number of participants after submission of the application.

The EACCME® reserves the right, in its sole discretion, to change its fees at any time. An application already submitted will be charged at the rate applicable at the time that it was made.

### **XIII. Trusted Provider status**

The EACCME® recognises the outstanding quality of CME/CPD BLDs organised by a number of providers over many years and trusts that such providers will continue to maintain a record of excellence in CME/CPD activities. Therefore, providers with sufficient experience and a satisfactory history of EACCME® applications may apply for the status of Trusted Provider.

The Trusted Provider status is about a faster and simpler process, and not about lowering the EACCME® standards and the quality of the accreditation process.

#### **BENEFITS OF TRUSTED PROVIDER STATUS:**

The trusted providers will benefit from an expedited process for some fields of the criteria. The applicant enjoying the Trusted Provider status will be relieved from providing certain documents during the submission process but will need to have these available at the time of the event.

For trusted providers:

- ✓ The evaluation process is reduced to 4 weeks.
- ✓ COI forms do not need to be submitted at the time of the application but must be available at the time of the event for possible monitoring. This applies to the members of the Scientific and Organising Committee and to the faculty;
- ✓ Application sent for review without waiting to receive the payment. However, the payment must be received before the finalisation of the procedure. In case of cancellation, if the application is already reviewed, the payment is due.

#### **CRITERIA TO BE FULFILLED IN ORDER TO OBTAIN THE STATUS OF “TRUSTED PROVIDER”**

##### **1. Minimum of 10 applications/year during the last 2 years**

The applicant for Trusted Provider status will have to provide the UEMS-EACCME® with their track record of applications submitted. The UEMS-EACCME® will check the applicant's list against its own records.

##### **2. Consistent record of high-quality applications:**

- ✓ Application form completed correctly
- ✓ Application accurately completed and paid on time
- ✓ All supporting documents complete and submitted on time
- ✓ Positive final UEMS-EACCME® decision for all applications received
- ✓ Event material (booklet, website, app...) compliant with UEMS-EACCME® criteria

##### **3. If amendments have been required to the applicant's applications:**

- ✓ These have been performed rapidly (consistently in less than one week)
- ✓ The amendments fully addressed the concerns raised

**4. The applicant has provided feedback on his/her applications to the EACCME®:**

- ✓ Scientific programme distributed to participants at the meeting in a printed or electronic form
- ✓ Event feedback report provided for every accredited activity (within one month). For events with the Recording option, event report provided within seven months.

**In addition to these criteria, the applicant must answer the following questions:**

- a. How can/do participants register in advance for an event?
- b. Demonstrate that for each activity a needs assessment process has been completed, how that process was performed and what relevant educational needs have been identified from that process.
- c. Explain how actual conflicts of interest are resolved in the case of an actual conflict of interest of a member of the Scientific and Organising Committee and/or of a speaker.
- d. Explain how attendance is monitored at each session of an event and how EACCME® certificates are delivered to participants.

**GRANTING OF THE “TRUSTED PROVIDER” STATUS**

When the application for Trusted Provider status is complete, it is presented to the UEMS EACCME® for decision. The Trusted Provider status is granted for a defined period of 3 years.

In recognition of the high quality of the LEEs, ELMs and BLDs organised by trusted providers, the EACCME® offers a bronze (up to 10 applications per year), silver (more than 10 and up to 20 applications per year), gold (more than 20 and up to 30 applications per year) and platinum (more than 30 applications per year) Trusted Provider status. The EACCME® will present the trusted providers and their status (bronze, silver, etc.) in a prominent page on its website and the trusted providers can also present their status on their own websites and LEEs, ELMs and BLDs.

If the Board’s decision is negative the applicant can submit a written reasoned appeal to the UEMS Secretary General within 2 weeks of receiving the EACCME®’s decision. The Secretary General can ask the EACCME® for reconsideration of the application within 2 weeks or confirm the decision in which case the decision becomes final. The decision taken by the EACCME® after reconsideration of the application is final.

If the UEMS EACCME® decision on trusted provider status is negative, a renewed application can be submitted no earlier than after 1 year.

**LOSS OF THE STATUS OF “TRUSTED PROVIDER”**

The UEMS-EACCME® will monitor randomly selected activities organized by a Trusted Provider. Should the outcome of monitoring of the activity not be satisfactory, the report from the monitoring will be submitted to the EACCME® that will consider retraction of the Trusted Provider status. The EACCME® may ask the provider in question to provide additional information and explanations. If the Board finds the provider in breach with the UEMS

EACCME® rules, the provider will lose the status of Trusted Provider for a defined period, not shorter than 1 year.

## **XIV. Quick application checklist for providers**

The following information is necessary to complete the application form template:

### **Description of the educational material**

- ✓ Educational material title
  - Please note that the use of an industry sponsor's or a commercial product's name in the event title will lead to automatic rejection of your application.
  
- ✓ Educational material website
  - The educational material's website cannot be hosted on the industry sponsor's website and cannot bear the industry sponsor's logo (except under a separate tab "sponsor" where the sponsor will be acknowledged).
  - If there is no website for the educational material, the provider must explain how they are promoting their LEE as well as how they are handling the registration.
  
- ✓ Venue
  - List each venue per LEE component.
  
- ✓ Start date – end date
  - Only one date or set of dates is permitted for each event.
  - A separate application must be submitted for each repetition of the same event.
  
- ✓ Duration of the LEE component
  - Please state starting time and ending time for each day of the programme (including lunch breaks and coffee breaks), together with the number of educational hours per day and for the whole event.
  
- ✓ Principal intended recipients
  - Specify the speciality and seniority of the doctor(s) most likely to benefit.
  
- ✓ Main specialty of the educational material
  - Please select the main specialty of the educational material. The EACCME® reserves the right to change the specialty of the educational material.
  
- ✓ Expected total number of participants
  
- ✓ Educational needs
  
- ✓ Expected educational outcomes
  
- ✓ Clear description of the nature of the educational material
  
- ✓ Methods to promote active learning
  
- ✓ Confirmation of learner engagement

- ✓ Compliance with all relevant ethical, medico-legal, regulatory, industry-based and legal requirements
- ✓ International audience
- ✓ Main language of the educational material
- ✓ Simultaneous translation

### **Details of the provider**

- ✓ Short description of the provider organisation(s)
  - The provider must submit a short description of their own organisation, and any other(s) with which they are working
- ✓ Medical officer who will take responsibility for the application
  - This specialist doctor must be registered with a Medical Regulatory Authority and his/her registration details must be provided

### **Scientific and Organising Committee**

- ✓ Name, professional affiliation(s) and contact details of the Head of the **Scientific and Organising** Committee who will be personally accountable for the educational content of the event.
- ✓ Name professional affiliation(s) and contact details of the members of the **Scientific and Organising** Committee
- ✓ Please explain how any actual conflicts of interest involving members of the **Scientific and Organising** Committee have been resolved

### **Faculty**

- ✓ Confirmation that all members of the faculty have provided written declarations of perceived or actual conflicts of interest

### **Funding of the activity**

- ✓ Sources of all funding
  - Name of sponsor(s) (confirmed and unconfirmed)
  - Type of funding
  - Details of pending applications for funding
- ✓ Schedule of fees for learners
- ✓ Confirmation that all funding is provided free of any attempt to influence the programme, individual sessions, subjects for discussion, content or choice of faculty members

### **Promotional material**

- ✓ Confirmation that all the educational material is free of any form of advertising and any form of bias

- ✓ Confirmation that the event complies with the applicable national rules, regulations and industry standards regarding exhibition areas where companies are permitted to present their products

### **Review by learners**

- ✓ Means for the learners to provide feedback on the educational material
- ✓ Commitment to making available to the EACCME® a report on the learners' feedback and on the provider's responses to these (tick box)

### **Contact and billing information**

- ✓ Contact person for the application
- ✓ Billing information

### **Documents to be uploaded in addition to the application form template**

- ✓ Latest version of the **programme** including
  - details of faculty members
  - titles of lectures, etc.
  - start and end time of individual lectures, workshops and sessions
  - overall expected learning outcomes
  - Name of every speaker(s)/teacher(s) for each lectures, workshops and session
- ✓ **Programme overview** (if available)
- ✓ **Director's declaration**
  - To be completed and signed by the medical practitioner taking responsibility for the application
- ✓ **Template Organising/Scientific Committee**
  - To be completed with the names and details of all the members of the Organising/Scientific Committee
- ✓ **Conflict of interest disclosure form**
  - To be provided, completed and signed, for the Head of the Scientific and Organising Committee and the medical practitioner taking responsibility for the application
- ✓ **Learner's feedback form**
- ✓ **Event report**
  - To be completed on the application page no later than 4 weeks after the event has taken place (or after the recording option is no longer available)

- ✓ **Final version of the programme** to be uploaded on the application page no less than one week before the start of the event)

## **XV. Quick application checklist for Trusted Providers**

Please see “quick application checklist for providers”.

### **Trusted providers do not need to provide:**

- COI disclosure forms for all the members of the Scientific and Organising Committee at the time of the application. However, these must be available at the time of the event for possible control by the EACCME®.
- ✓ Payment of the accreditation fee at the time of the application. However, the payment must be received before the finalisation of the evaluation procedure. In case of cancellation, if the application is already reviewed, the payment is due.

## **XVI. Sanctions**

### **Sanction if the final programme of the educational material is not compliant with EACCME® criteria**

If the final programme that will be distributed to the participants in the educational material in a printed or electronic form differs from that accredited by EACCME® for this educational material and is not compliant with the EACCME®'s criteria, the provider will be fined (€ 500) and will not be allowed to apply for accreditation for

- The following edition of its event in the case of an annual event
- The next 6 months in the case of any other event

## XVII. Instructions regarding event material such as announcements, posters, programme booklets, websites, website programmes, etc.

### INDUSTRIAL SPONSORS

*All educational material must be free of any form of advertising and any form of bias.*

The EACCME® will reject any application that, in its opinion, includes advertising of any product or company directly related to any educational material (essential criterion).

Specific examples that will lead to automatic rejection of an application include:

- the use of a sponsor's name in the title of the scientific programme, a scientific session or a scientific lecture;
- the display of brand names and/or individual logos in scientific lectures or in the scientific programme.

The EACCME® will accept a single page acknowledgement, in the scientific programme, where all sponsors are recognised for their support of the LEE at the end of the programme booklet, after the scientific programme. The details of industry satellite symposia (title, speakers, sessions, sponsors...) may only be published in a separate section after the scientific programme. All advertising components (including the listing of exhibitors) must be clearly separated and distinguished from the scientific/educational components of the programme and identified as such.

In case of sponsorship being in the form of material used for hands-on courses (i.e. surgical instruments and equipment etc.), the providers need to include in the programme a statement informing the participants that there is a variety of different similar products that they can use beyond the ones provided at the event.

#### 1. Programme booklet

Adverts and names of companies must not appear next to scientific and educational information. The booklet should be divided into two parts:

I. A first section for all the scientific/educational information, such as:

- President's foreword, invitation, scope of the event, Scientific and Organising Committees, list of faculty, programme overview, scientific programme etc.
- Within the scientific programme and overview, sponsored symposia should be identified as such, but the names of the sponsors must not be mentioned, neither the details such as title, speakers, etc. You therefore indicate them with a formula such as "industry-sponsored symposium";
- Within this first "scientific" section, must not appear adverts, acknowledgements of sponsors etc.

II. A second section for all the other information, such as:

- Registration, venue, etc.
- Acknowledgement of sponsors, where the names and logos of sponsors may appear;

- (detailed) list of sponsored sessions, with the titles, speakers, names and logos of sponsors;
- Advertisement from industry.

Industry names/logos may also not appear in the vicinity of the EACCME® accreditation statement.

Sponsors' names and logos as well as commercial adverts may not be printed on the front/back covers, on the second page (inside front cover) and inside the first section (scientific/educational information section) of the programme booklet.

## 2. Online content (Website, social media, etc.)

The same principle applies, whereby industry names/logos may not appear alongside scientific/educational information. In this respect:

- I. All versions of the programme (pdf and other “uploads”, as well as programmes as webpages) must respect the rules above;
- II. Sponsors' names and logos, as well as adverts from industry, may not appear on the home page, on all the pages with scientific/educational information, and ideally should be placed under a separate tab dedicated to sponsors; again, do not have commercial logos where you will place the EACCME® accreditation statement.

Regarding the communication about the event from external parties, the EACCME® accepts that when a commercial company supports a LEE, they can announce the event via their website or social media but not via mailing.

## **XVIII. Terms and Conditions**

By applying for an accreditation on this website, you are deemed to have read and agreed to the following Terms and Conditions (as defined hereafter):

### **TERMINOLOGY AND INTERPRETATION**

Unless the context otherwise requires, each of the following words and expressions in these Terms and Conditions shall have the following meaning:

**“Terms and Conditions”** refers to the present terms and conditions with all schedules and annexes (if any).

**“Applicant”**, **“You”** and **“Your”** refer to the natural person or legal entity accessing this website and applying for the UEMS-EACCME® accreditation system of educational materials pursuant to the online process provided on the website <https://eaccme.uems.eu>.

**“The UEMS-EACCME®”**, **“Ourselves”**, **“We”** and **“Us”** refer to the Belgian international non-for-profit organization Union Européenne des Médecins Spécialistes AISBL, having its registered seat at B-1040 Brussels (Belgium), Rue de l’Industrie, 24 and registered under the legal entity register (RPR Brussels) of the Crossroads Bank for Enterprises under no. 0469.067.848.

**“Party”**, **“Parties”**, or **“Us”**, refer to both the Applicant and Ourselves, or either the Applicant or Ourselves.

Unless the context otherwise requires, (i) words importing the singular shall include the plural and vice versa, (ii) all references to a provision of law include a reference to that provision as amended or re-enacted, (iii) all references to a "party" include references to its permitted assigns and transferees and its successors in title, and (iv) headings contained herein are for ease of reference only.

### **SCOPE**

These Terms and Conditions shall apply to the accreditation application made by the Applicant through the UEMS-EACCME® website (<https://eaccme.uems.eu>) and shall govern any service or any product supplied by the UEMS-EACCME® to the Applicant in this framework, unless specifically agreed otherwise in writing by the Parties.

By making an application, the Applicant, to the fullest extent permitted by law, waives irrevocably and unconditionally the application of its own terms and conditions to the UEMS-EACCME® accreditation application launched by it.

### **INTELLECTUAL PROPERTY RIGHTS**

Copyrights and other relevant intellectual property rights exist on all text relating to the UEMS-EACCME®’s services and the full content of this website. These rights shall always remain the exclusive and entire property of the UEMS-EACCME®.

The UEMS-EACCME®’s logo, brand names and specific services featured on this website are registered trademarks of the UEMS-EACCME® in the European Union.

Only after confirmation of accreditation has been made can the Applicant use the UEMS and EACCME® logos on material related to the educational material. Any unauthorized use of these logos will result in action being taken by the UEMS, including, but not limited thereto, legal proceedings.

## **CONFIDENTIALITY**

The Applicant commits not to inform or disclose to third parties any confidential information regarding the UEMS-EACCME®, its contractors, employees, suppliers, representatives, advisors, agents and/or any related company, except in case of a prior express consent in writing by the UEMS-EACCME®. This obligation shall apply throughout the duration of the contract between the UEMS-EACCME® and the Applicant as well as for a period of five years following the end of the contract.

Confidential information is all information and documents that are exchanged between the UEMS-EACCME® and the Applicant, either oral or spoken, regardless of their nature, and whether or not these are marked as confidential.

## **PRICES**

The fee for a UEMS-EACCME® accreditation application relating to an educational material is determined in accordance with the principles set forth in the “Accreditation of Blended Learning by the EACCME®” document which is available through this following weblink: <https://eaccme.uems.eu>.

This document is an integral part of the present Terms and Conditions. The Applicant acknowledges that it has read such documents and undertakes to comply with their applicable terms.

The fee for a UEMS-EACCME® accreditation application relating to an educational material is determined in accordance with the expected total attendance of learners. The Applicant shall submit in good faith the number of learners expected to attend the accredited educational material. When the Applicant submits a number of learners below the number of actual learners, the UEMS-EACCME® will send an additional invoice based on the actual number of learners who attended the educational material.

Any tax of any kind on the fee payable to us shall be borne by the Applicant in accordance with any applicable regulation.

The Applicant shall provide correct billing information, and in case of a VAT exemption, the certifying documents proving such exemption.

The UEMS-EACCME® reserves the right, in its sole discretion, to change its fees at any time. A UEMS-EACCME® accreditation application submitted before a modification of the fee will be charged at the rate applicable at the time that it was made.

The Applicant acknowledges and agrees that the review by Us of an UEMS-EACCME® accreditation application shall only start if the fee has been entirely paid.

## **PAYMENT**

Bank transfers and online payments are acceptable methods of payment. In the case of a bank transfer our terms are payment in full and free of bank charges within seven days of the date of receipt of the invoice. In the case of an online payment the service fee will be borne by the applicant. Provision of service by the UEMS-EACCME® will only be performed upon receipt of the full payment upon submission.

Any delay in payment shall give rise to interests on the account of late payment, at the statutory rate in accordance with Belgian law. We reserve the right to seek recovery of any monies remaining unpaid sixty days from the date of invoice via debt collection agencies and/or through court. In such circumstances, you shall be liable for any and all additional administrative and/or court costs.

If the Applicant fails to pay an invoice at its due date, the UEMS-EACCME® reserves the right to suspend the processing of any pending or future application until full payment.

## **LIABILITY**

To the fullest extent permitted by law, except in the case of intentional negligence or misconduct on its part, the UEMS-EACCME® excludes all liability for damages arising out of or in connection with your application and/or the use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised the UEMS-EACCME® of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

To the fullest extent permitted by law, the Parties agree that the total liability of the UEMS-EACCME® for damages that are the consequence of its failure to fulfil the contract shall, in any case, be limited to DATA.

The Applicant shall indemnify and hold harmless the UEMS-EACCME®, its employees and its contractors and agents from and against any and all liability to a third party, if exceeding or different from its liability to the Applicant.

## **TERMINATION OF AGREEMENTS AND REFUNDS POLICY**

The Applicant has the right to terminate any service agreement for any reason, at any time, including the ending of services that are already underway in accordance with the rules contained in this section of the Terms and Conditions. No refund will be provided.

In case of serious breach of these Terms and Conditions which is not remedied within 5 days of notice by the UEMS-EACCME® by the Applicant, the UEMS-EACCME® shall have the right to terminate a service agreement without compensation. This termination shall be notified in writing to the Applicant. No refund shall be offered, and the UEMS-EACCME® reserves the right to claim an additional compensation from the Applicant by reason of any loss caused by his/her misconduct.

## **CANCELLATION POLICY**

The UEMS-EACCME® will permit an application to be withdrawn within one week of submission for any reasonable reason provided by the Applicant and will return the application fee if it was already paid, unless the application has already been sent to review. The Applicant will be charged with the processing fee and any bank charges that are incurred.

After one week, it will not be possible to withdraw the application or receive reimbursement for cancellation except in exceptional circumstances to be duly justified by the Applicant and upon written acceptance of the UEMS-EACCME®. However, in accordance with the amendment procedure it will be permissible to make necessary and appropriate changes to the information submitted.

If an application is not fully complete at the latest 2 weeks prior to the start of the CME/CPD activity, the application will be automatically rejected with no refund and no possibility to appeal.

## **REJECTION POLICY**

In the case of rejection of an application, the UEMS-EACCME® will not refund the fee paid at the time of application.

## **POSTPONEMENT POLICY**

Before an application has been sent to review, whether it has already been paid or not, it is possible to postpone it upon written notice to the UEMS-EACCME® without any additional charge or fee.

Once the application has been sent to review, the UEMS-EACCME® will not accept any change except for one postponement. Any other change will be evaluated on a case by case basis and may require a new submission.

## **INCOMPLETE APPLICATION POLICY**

If the Applicant does not complete his/her application within the deadlines set by the UEMS-EACCME®, the application will be automatically rejected without any reimbursement.

## **PERSONAL DATA PROCESSING**

The Applicant shall obtain the consent of its members to the processing by the UEMS-EACCME® of their personal data, in accordance with the UEMS-EACCME® Privacy Policy and any applicable privacy regulation. The UEMS-EACCME® reserves the right to suspend the processing of any application until all necessary data has been provided. The UEMS-EACCME® excludes all liability for any damage arising from the delay in the processing of the application due to non-compliance with this provision.

## **FORCE MAJEURE**

Neither party shall be liable to the other for any failure to perform any obligation under any agreement which is due to an event beyond the control of such party including but not limited to any terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military

authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of his/her control, which causes the failure to perform any obligation or the termination of an agreement or contract entered into, nor which could have been reasonably foreseen.

Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any agreement contained herein. The obligations of the affected Party shall be reduced and deadlines shall be prolonged for the duration of the force majeure. Both Parties shall use all reasonable endeavours to limit the consequences of the force majeure on the contract or the agreement as much as possible.

#### **WAIVER**

Failure of either Party to insist upon strict performance of any provision of this or any agreement contained in these Terms and Conditions or the failure of either Party to exercise any right or remedy to which it is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any agreement. No waiver of any of the provisions of these Terms and Conditions or any agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

#### **SEVERABILITY**

If any of the present provisions are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these Terms and Conditions and the remaining provisions will continue to apply. The Applicant and the UEMS-EACCME® shall negotiate in good faith in order to replace the invalid or unenforceable provision by a valid and enforceable one, which should be as close to the purpose of the original one as possible.

Failure of the UEMS-EACCME® to enforce any of the provisions set out in these Terms and Conditions and any agreement, or failure to exercise any option to terminate, shall not affect the validity of these Terms and Conditions.

#### **COMMUNICATION**

We have several different e-mail addresses for different queries. These, and other contact information, can be found on our Contact Us link on our website or via UEMS-EACCME® literature or via the UEMS-EACCME®'s stated telephone number.

The UEMS-EACCME® is registered in Belgium under the registration number: 0469.067.848

The registered office is located at Rue de l'Industrie, 24, BE-1040 Brussels.

#### **AMENDMENTS**

These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorized representatives of the UEMS-EACCME®.

The UEMS-EACCME® reserves the right to change these Terms and Conditions from time to time as it sees fit it being specified that an UEMS-EACCME® accreditation application submitted

before a modification of the present Terms and Conditions shall remain governed by the Terms and Conditions applicable at the time that it was made.

#### **CHOICE OF LAW AND JURISDICTION**

The laws of Belgium govern exclusively these terms and conditions and all relationships between the UEMS-EACCME® and the Applicant.

Any disputes arising from any agreement subject to these Terms and Conditions are under the exclusive jurisdiction of the courts and tribunals of Brussels.

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