

I. TYPES OF ACCREDITATIONS AND CERTIFICATIONS

A. ESHRE® certification for embryologists ('Embryologists'): a CESMA recognized certificate to be obtained by an embryologist (being an ESHRE®-member) upon fulfillment of the objective criteria laid down in these T&C and passing the ESHRE®-exam for embryologists. There are two versions of the ESHRE® certification for embryologists in existence, namely: (i) the clinical embryologist certification for holders of a BSc in natural sciences demonstrating basic knowledge of clinical embryology and (ii) the senior clinical embryologist certification for holders of a MSc or PhD in natural sciences demonstrating advanced knowledge of clinical embryology.

B. ESHRE® certification for reproductive endoscopic surgeons (ECRES) ('Reproductive Endoscopic Surgeons'): a certificate to be obtained by a reproductive endoscopic surgeon (being an ESHRE®-member) upon fulfillment of the objective criteria laid down in these T&C and passing the ESHRE®-exam for reproductive endoscopic surgeons. There are two versions of the ESHRE® certification for reproductive endoscopic surgeons in existence, namely (i) the primary level certification in reproductive endoscopic surgery certifying theoretical knowledge and practical skills to enter an

endoscopic OR training programme and (ii) the master level certification in reproductive endoscopic surgery certifying the ability to practice endoscopic surgery independently within the field of reproductive medicine and granting the title of Master Reproductive Endoscopic Surgeon.

C. ESHRE® certification for nurses and midwives ('Nurses and Midwives'): a certificate to be obtained by nurses and midwives (being ESHRE®-members) upon fulfillment of the objective criteria laid down in these T&C and passing the ESHRE®-exam. The certificate certifies the demonstration of a high professional standard on all competencies and requirements for professional practice in the different nursing roles within a fertility clinic.

D. ESHRE®/EBCOG EFRM exam for European fellows in reproductive medicine ('Obstetrician-Gynaecologists'): a certificate to be obtained by an obstetrician-gynaecologist (being an ESHRE®-member) upon fulfillment of the objective criteria laid down in these T&C and passing the ESHRE®/EBCOG-exam. The

certificate grants the obstetrician-gynaecologist the title of European fellow of reproductive medicine ESHRE®/EBCOG.

E. ESHRE®/EBCOG centre accreditation of subspecialist training programme in reproductive medicine ('Training Centres'): an accreditation to be obtained by a training centre upon fulfillment of the objective criteria laid down in these T&C and approval by the ESHRE® Executive Committee and EBCOG Board. The accreditation grants the training centre the right to act as an official ESHRE®/EBCOG training centre of subspecialist training in reproductive medicine for 2 years in case of a provisional approval and 5 years in case of a full approval.

F. ART centre certification for good clinical practice ('General Centres'): a certification to be obtained by a centre upon fulfillment of the objective criteria laid down in these T&C, as evaluated during a site visit by inspectors-assessors appointed by ESHRE®. The certificate certifies the demonstration of a high professional standard on safety and quality.

II. GENERAL PROVISIONS

Section II applies to 'Embryologists', 'Reproductive Endoscopic Surgeons', 'Nurses and Midwives', 'Obstetrician-Gynaecologists', 'Training centres' and 'General Centres'.

1. Definitions

- 1.1. **Applicant:** The embryologist, reproductive endoscopic surgeon, nurse, midwife, obstetrician-gynaecologist, training centre for subspecialist training or general centre applying for the ESHRE®/EBCOG accreditation/certification.
 - 1.2. **Controller:** the entity, which determines the purposes and means of the Processing of Personal Data.
 - 1.3. **Data subject:** a natural person to whom the Personal data relates.
 - 1.4. **EBCOG:** an international non-profit organization named the European Board & College of Obstetrics and Gynaecology, a body of the "Union Européenne des Médecins spécialistes" ('UEMS'), an international scientific organisation duly established and validly existing under the laws of Belgium, with its registered office at 1040 Brussels, Nijverheidsstraat 24, VAT BE-0469.067.848, RPR Brussels.
 - 1.5. **EBCOG Website:** <https://www.ebcog.org/>
 - 1.6. **ESHRE®:** an international non-profit organization named the European Society of Human Reproduction and Embryology with its registered office at 1852 Grimbergen, Meerstraat 60, Belgium, VAT BE-0430.069.888, RPR Brussels.
 - 1.7. **ESHRE® Website:** <https://www.eshre.eu/>
 - 1.8. **Personal data:** any information relating to an identified or identifiable natural person.
 - 1.9. **Privacy Legislation:** (i) the General Data Protection Regulation of 27 April 2016 ("the Regulation of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC"), (ii) the Belgian Privacy Act of 30 July 2018 and/or (iii) all (future) Belgian laws regarding the implementation of this Regulation.
 - 1.10. **Process/Processing:** any operation or set of operations which is performed upon Personal data or sets of Personal Data, including but not limited to: collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of Personal Data.
 - 1.11. **Reference:** a professional (i) in the field of reproductive medicine who knows the Applicant and whom ESHRE® can contact in case there is a problem with the application to verify any declarations and (ii) preferably an ESHRE® member resp. an ESHRE® certified clinical embryologist. He/she should be different from the Supervisor(s).
 - 1.12. **Supervisor:** a laboratory professional with the ability to guarantee the correctness of the logbook data and who should preferably be an ESHRE® member and an ESHRE® certified clinical embryologist.
 - 1.13. **Rules & Requirements:** specific rules and requirements for accreditation and certification published on the relevant section of the ESHRE® Website on the date of the application.
 - 1.14. **T&C:** the ESHRE® general terms and conditions for accreditation and certification.
2. **Applicability of the T&C**
 - 2.1. All transactions concluded between ESHRE® and the Applicant shall be governed by (in hierarchical descending order):
 - (i) The Rules & Requirements;
 - (ii) These T&C;
 - (iii) The ESHRE® Privacy Declaration;
 - (iv) Belgian law.
 - 2.2. By submitting an application for either (i) the ESHRE® certification for embryologists, (ii) the ESHRE® certification

for reproductive endoscopic surgeons, (iii) the ESHRE® certification for nurses and midwives, (iv) the ESHRE®/EBCOG EFRM exam for European fellows in reproductive medicine, (v) the ESHRE®/EBCOG centre accreditation of subspecialist training programme in reproductive medicine or (vi) the ART centre certification for good clinical practice, the Applicant acknowledges to have taken notice of these T&C, and to accept them. These T&C shall always take precedence over those of the Applicant, even if the latter state to be the only valid terms.

2.3. The Applicant accepts and agrees to either (i) accept these T&C online or (ii) to submit a copy of these T&C signed by a person who can legally represent the Applicant, according to the instructions published on the ESHRE® Website, before submitting the application cf. Art. 3.1.

2.4. ESHRE® can, at its own discretion, decline an application when the Applicant has not accepted these T&C before submitting the application.

2.5. The invalidity of one or more provisions of the T&C or any part thereof shall not affect the validity and enforceability of the other clauses and/or the remainder of the provision in question. In case of invalidity, ESHRE® and the Applicant shall negotiate to replace the invalid provision by an equivalent provision in accordance with the spirit of these terms and conditions. If ESHRE® and the Applicant do not reach an agreement, the competent court may mitigate the invalid provision to what is (legally) permitted.

3. Application

3.1. Submitting the application

3.1.1. The ESHRE® examinations are, except if stated otherwise in these T&C, available for ESHRE® members only. The ESHRE® evaluations are open to all European centres.

3.1.2. All applications need to be submitted online and in a timely manner. Paper submissions will not be accepted.

3.1.3. The Applicant needs to fill in the application form to the best of his/her abilities and submit it together with the relevant attachments proving its fulfilment of the required criteria set out below. Unless specified otherwise, the Applicant guarantees its fulfilment of the required criteria upon submitting the application.

3.1.4. If (i) the Applicant did not fulfil the required criteria upon application, or (ii) if the Applicant submitted the application too late, or (iii) if the Applicant submitted an incomplete application, the Applicant will not be allowed to take the forthcoming exam. The Applicant can, however, submit an application for the subsequent exam.

3.1.5. If the submitted information turns out to be incorrect or false, the application will be considered null and void and will be considered as fraud and thus rejected. The Applicant will no longer be allowed to take the exam, to be evaluated, and/or every certificate/ accreditation issued by ESHRE® to the Applicant will irrevocably be withdrawn. The relevant Certification Steering Committee will have the authority to impose at its own discretion adequate sanctions on the fraudulent Applicant.

3.1.6. ESHRE® reserves the right to impose a maximum capacity of Applicants, in which case Applicants will be admitted on a first come first serve basis.

3.1.7. The submission term of applications for natural persons opens several months before the day of the examination, unless stated otherwise, and ends upon termination of the application period or reaching the maximum capacity of Applicants, whichever comes first. The termination of the application period is final and no exemptions shall be permitted. The applications for centres can be submitted at all times.

3.1.8. The opening and termination dates of the application period for natural persons will be announced in advance on the ESHRE® Website.

3.2. Attachments to the application

3.2.1. Applicants must provide ESHRE® with the originals or validated copies of degrees, authorizations or any other requested documentation in English upon or after application according to the instructions published on the ESHRE® Website and in the Rules & Requirements.

3.2.2. ESHRE® can, at its own discretion, request the Applicant to submit additional documents during the application or certification process, in case it would detect any objective need therefor. If the Applicant does not provide ESHRE® with the requested documents upon application or within 7 calendar days as of such a request by ESHRE®, ESHRE® has the right to terminate the application. The Applicant will not be allowed to take the forthcoming exam and will not be evaluated.

3.2.3. The attachments need to be submitted according to the instructions published on the ESHRE® Website. Degrees or academic transcripts in other languages will have to be translated to English by an official body before submission to ESHRE®. As official bodies are accepted under these T&C: (i) university, (ii) official translator and (iii) notorious publicus.

3.2.4. The Applicant accepts that (i) all relevant degrees (including academic transcripts) and (ii) a CV in English and according to the Europass format, as submitted with the application, may be forwarded by ESHRE® to EP-NUFFIC (the Dutch organization for international cooperation in higher education, <http://www.epnuffic.nl> and <http://www.epnuffic.nl/en>) for validation. The Applicant acknowledges that other formats than the Europass format for the CV shall not be accepted.

3.2.5. The validation is a written statement, which indicates the value of a foreign degree or study programme by comparing it with the Dutch educational system.

3.2.6. The fee for the validation by EP-NUFFIC is included in the application fee. The credential evaluation by EP-Nuffic is based on the criteria and procedures to be considered as 'good practice' in the Lisbon Recognition Convention. The validation process will be coordinated by ESHRE® but the validating decision shall be made at EP-Nuffic's own discretion and be final. Some courses do not fit the criteria of official national degree, therefore not all courses will be validated by EP-Nuffic.

3.2.7. The name stated on the ID/passport/extract from the crossroad Bank for Enterprises of the Applicant should at all times be the same as the one on the submitted documents. All name changes need to be clarified with official documents.

3.3. Application fee

3.3.1. All application fees are in euro (inclusive VAT and any similar tax) and are non-refundable even if the application is declined.

3.3.2. For each examination/evaluation, specific (categories of) application fees will apply. Hence, the application fee shall only be valid for the specific examination/evaluation to which they refer.

3.3.3. The applicable application fee for each examination/evaluation will be indicated on the ESHRE® Website.

3.3.4. Every application fee applies to one single Applicant only and is not transferable, unless permitted in writing by ESHRE®.

3.4. Payment

3.4.1. The following payment procedure shall apply, with the following payment options. Please note, that not all payment options may be available for all applications.

- (i) Payment by credit card or online payment via the online payment platform. After payment, an invoice shall be provided to the Applicant (as confirmation of the transaction). In case the payment by credit card or online payment is not successful/refused, ESHRE® shall

send a pro forma invoice to the Applicant, and payment by bank transfer shall apply.

(ii) Payment by bank transfer, in which case a pro forma invoice shall be provided to the Applicant before payment. After full payment an invoice shall be provided (as confirmation of the transaction).

3.4.2. For the processing of the online payments, ESHRE® uses external professional and specialized partners who manage a payment platform. The financial data of the Applicant entered in the framework of online payment shall only be exchanged between the external partner and the financial institutions concerned. ESHRE® shall not have any access to the confidential data of the Applicant.

3.4.3. Online payments take place using secured protocols. The general terms and conditions of the external payment platform shall be applicable to the online payment. The external payment platform is solely responsible for the correct execution of all online payments.

3.4.4. Any protest with regard to an invoice shall only be valid in case the protest is submitted in writing within 10 working days as of the invoice date, including specification of the invoice date and number and a detailed substantiation of the protest.

3.4.5. The unconditional payment of a part of the amount of the invoice implies the explicit acceptance of the entire invoice.

3.4.6. Partial payments shall be accepted with all reservations and without prejudice, and shall be allocated in the following order to: the collection expenses, the indemnity, the accrued interest and the outstanding invoice amount, whereby priority is allocated to the oldest outstanding invoice amount.

3.5. Consequences of non- or late payment

3.5.1. In case the payment by bank transfer cf. Art. 3.4.1. remains fully or partially unpaid upon the due date of the pro forma invoice, the application process will be - automatically and without any notification - suspended until ESHRE® has received full payment.

3.5.2. Notwithstanding Art. 3.5.1, ESHRE® has right to cancel the application at its own discretion when it has not or not timely received payment. In such case, the provision cf. Art. 3.6 shall apply.

3.6. Cancellation of the application

3.6.1. Except if stated otherwise in these T&C, the application fee(s) will not be refunded in case of (i) cancellation of the application by the Applicant or (ii) cancellation of the application by ESHRE® due to reasons attributable to the Applicant.

3.6.2. Furthermore, ESHRE® will at all times have the right to - at its own discretion - cancel or postpone the exam/evaluation. If the exam/evaluation is cancelled by ESHRE® due to reasons solely attributable to ESHRE®, ESHRE® will reimburse the Applicant's exam application fee.

3.6.3. In the event that an examination/evaluation is cancelled or is postponed due to a situation of force majeure or hardship, ESHRE® shall not be liable to any reimbursement of application fees or other costs or suffered losses. Force majeure or hardship is considered to be: all circumstances (i) that are reasonably unforeseeable at the time the application was confirmed, (ii) which are unavoidable, and (iii) that create the inability for the parties to carry out its obligations, or that would make the execution of its obligations significantly more difficult than normally anticipated, financially or otherwise (such as but not limited to war, strikes, lock-out, diseases, epidemic/pandemic, shortage of personnel, organizational conditions, confiscation, political, social or economic boycott, any restrictions/measures imposed by governmental authorities, threat or acts of terrorism, natural disasters, fire, bankruptcy).

3.7. Confirmation

3.7.1. Upon termination of the application period resp. reaching the maximum capacity of Applicants (whichever comes first) (for natural persons) or within four weeks after application (for centres) the authority concerned will review their applications. All Applicants will be informed whether their applications to sit the exam (for natural persons) resp. to be evaluated (for centres) has been accepted in due time. The decision to let an Applicant sit the exam/to be evaluate (or

not) is made at the sole discretion of the relevant authority and is non-negotiable.

3.7.2. The accepted Applicants will receive a letter with further practical instructions for the examination/evaluation closer to the exam date/assessment visit. If the Applicant has not received this letter at least two weeks before the examination (for natural persons), or at least four weeks before the assessment visit (for centres), the Applicant can contact ESHRE® via the following email address: certification@eshre.eu.

4. Accreditation and certification

4.1. When the authority concerned has – at its own discretion – come to the decision that the Applicant has fulfilled all objective criteria (cf. Art. 16, 19, 24, 28, 41 and 45) in order to obtain the accreditation/certification concerned, it will award the Applicant with an accreditation/certificate.

4.2. The publication of the accreditation and certification by the Applicant shall always be in conformity with (i) the deontology by which the Applicant is bound and (ii) what is to be expected of a "proper" Applicant.

4.3. The Applicant is obliged to clearly inform all its patients of the restricted liability of ESHRE® as mentioned below cf. Art. 5 by clearly mentioning the relevant disclaimer whenever it makes a reference to the accreditation/certification. ESHRE® will make the relevant disclaimers, which state that the accreditation/certification is merely a confirmation that the Applicant was compliant with certain objective criteria at the time of the examination or evaluation, available for the Applicants on the ESHRE® Website. The Applicant is obliged to clearly mention the relevant disclaimer whenever it makes a reference to the accreditation/certification.

5. Liability

5.1. The Applicant acknowledges that the awarded accreditation/certification does not guarantee any result with regard to the performance of treatments in the future or any standard of quality of the provided future healthcare by an accredited/certified Applicant. As the medical clinical practice is no exact science, the medical result of treatments can never be guaranteed and the possible complications can never be ruled out. The accreditation/certification is merely a confirmation that the Applicant was compliant with certain objective criteria at the time of the examination or evaluation. The Applicant is solely responsible for the provided healthcare towards its patients.

5.2. The Applicant agrees that ESHRE®, its authorized representatives and any of its personnel, shall not be liable in any way, for any (indirect or consequential) damages that might occur following this contractual relationship and/or the awarding of the accreditation/certificate (such as but not limited to damages to third parties or loss of income) to the extent permitted by law.

5.3. The Applicant shall be liable for any damages, including but not limited to direct, indirect, consequential, special, additional, physical, moral, property and immaterial damage, suffered by ESHRE®, its authorized representatives and/or its personnel, within the framework of these T&C, which is caused by the Applicant, his/her/its personnel, collaborators and/or authorized representatives, without prejudice to any other rights and remedies of ESHRE®.

This liability is, in any case, unlimited for personal injuries.

5.4. The Applicant shall hold harmless and/or indemnify ESHRE®, its authorized representatives or any of its personnel, against all claims of whatever nature that might arise from the existence of the accreditation/certificate and this contractual relationship in its entirety and which have been caused by its own negligence, fault or carelessness or by any of its personnel, collaborators and/or authorized representatives. For example: the improper performance of certain treatments, complications, the non-achievement of certain results, ...

6. Data privacy

DATA PROCESSING BY ESHRE®

6.1. ESHRE® strives at all times to act in accordance with the Privacy Legislation and the ESHRE® privacy declaration.

6.2. The Applicant gives ESHRE® the right to publish its name, country of citizenship/registered office and year of certification/accreditation on the ESHRE® Website in order to inform ESHRE® members and third parties of who is

considered certified/ accredited. If the Applicant wishes to invoke its privacy rights as defined in the ESHRE® privacy declaration, the Applicant should contact privacy@eshre.eu or complete the form for exercising its privacy rights and deliver it to ESHRE® by email or post. In case the Applicant is a legal entity that allows ESHRE® the right to publish information of any of its stakeholders (Data Subject) on the ESHRE® website, ESHRE® may assume that sufficient consent from the stakeholder concerned was obtained by the Applicant. ESHRE® will not under any circumstance be obliged to verify the consent.

DATA PROCESSING BY THE APPLICANT

6.3. The Applicant accepts and acknowledges that the Processing of Personal Data within the framework of the accreditation/certification procedure or, relating to ESHRE® and its members, authorized representatives or personnel, shall take place in accordance with the provisions of the ESHRE® privacy declaration and Privacy Legislation.

6.4. Moreover, the Applicant, in its capacity of Controller, acknowledges and accepts to comply with all obligations imposed on Controllers, such as but not limited to: the conclusion of data processing agreements and the creation of a data register. In particular, the Applicant accepts and acknowledges to comply with the specific obligations imposed on controllers of patient data (knowing that the Personal Data concerning patients is a special category of Personal Data which merits a higher protection under the Privacy Legislation).

Notwithstanding the foregoing and where appropriate, the Applicant undertakes, prior to submitting any Personal Data within the framework of the accreditation/certification procedure, to (i) inform each patient in a thorough, clear and written manner of its intention to use the patient's data, (ii) to receive from each patient a prior written and informed consent regarding the use of that patient's data, and (iii) to limit the Personal Data by referring to each patient solely by its initials and birthday.

6.5. The Applicant explicitly accepts and acknowledges that it shall be its sole responsibility to act compliant with Articles 6.3 and 6.4. In case of non-compliance by the Applicant, the Applicant agrees (i) that ESHRE® can never be held liable for any damage that would occur from such non-compliance, and (ii) the Applicant will safeguard ESHRE® for any claim from a patient and/or third party due to such non-compliance.

7. Intellectual Property

7.1. All materials, whether printed or electronic, made available or handed over to the Applicant in connection with an application, examination, evaluation, accreditation or certification, are and shall remain the intellectual property of ESHRE®. In no event shall the Applicant have the right to copy, retain, publish or distribute such materials in part or as a whole without prior written notice of ESHRE®.

7.2. The Applicant has no right to use the ESHRE® trademarks and/or trade names unless explicitly confirmed in writing by ESHRE®.

8. Complaints

8.1. Under penalty of disallowance of the claim, the Applicant must inform ESHRE® of any complaints no later than two months after the occurrence of the claim via the following email address: certification@eshre.eu.

8.2. Upon receipt of the claim, ESHRE® undertakes to inform the Applicant about the validity of the claim and, when applicable, the actions it will take, within a period of one month following the receipt thereof.

9. Jurisdiction and applicable law

9.1. Disputes shall fall under the exclusive competence of the courts of the district where ESHRE® has its registered office, unless ESHRE® expressly states otherwise.

9.2. Belgian law shall govern the contractual relationship between ESHRE® and the Applicant.

10. Language

The original language of these T&C is English. Unless expressly agreed otherwise, the Applicant recognizes that the language of T&C shall also be the working language in all contractual relations with ESHRE®.

III. SPECIFIC CONDITIONS APPLICABLE TO NATURAL PERSONS

Section III. applies on natural persons who apply for the ESHRE® certification

Title A. contains the general provisions on examination applicable to 'Embryologists', 'Reproductive Endoscopic Surgeons', 'Nurses and Midwives' and 'Obstetrician-gynaecologists'.

Title B. contains the specific provisions applicable to Embryologists.

Title C. contains the specific provisions applicable to Reproductive Endoscopic Surgeons.

Title D. contains the specific provisions applicable to Nurses and Midwives.

Title E. contains the specific provisions applicable to Obstetrician-Gynaecologists.

courses. The fee for pre-exam courses will not be included in the examination fee. The place and the dates of the pre-exam courses will be announced well in advance on the ESHRE® Website.

11.2. The pre-exam courses are merely meant as a preparation for the actual exam and shall not, under any circumstance, guarantee any result with regard the actual examination.

11.3. Please note that only the online courses announced on the ESHRE® Website and/or communicated to the Applicant by e-mail through certification@eshre.eu, are officially approved by ESHRE®. Other courses and/or apps are not approved/supported by ESHRE®, hence the use/following thereof shall be at the Applicants own risk and decision.

12. Online "test-exam"

12.1. Except if stated otherwise in these T&C, Applicants will be exposed to an online "test-exam" in due time. The online "test-exam" is not mandatory, but highly recommended as Applicants will have the opportunity (i) to familiarize themselves with the examination process and (ii) to confirm the compatibility of their electronic devices with the online

system in the event Applicants are obliged to bring their own device to take the exam (cf. Art. 13.7).

12.2. Relevant information and instructions relating to the online "test-exam" will be sent to Applicants by email.

12.3. Applicants who have not tried out the online "test-exam" will receive a reminder before the examination. It is, however, the sole responsibility of the Applicants to confirm the compatibility of their electronic device by taking the online "test-exam". ESHRE® does not bear any responsibility if Applicants are not able to take the examination due to incompatibility with the online system. The Applicant will not receive extra time to complete the exam and the application fee will not be refunded.

13. Examination regulations

13.1. The examination will be conducted online and in English only. The Applicant may not appeal to an interpreter for the translation of the examination.

13.2. Unless stated otherwise on the ESHRE® Website, the examination will take place on the day and location of the ESHRE® annual meeting. ESHRE® can decide, at its own

A. General provisions on examination

11. Pre-exam courses

11.1. ESHRE® may at its own discretion decide to organize pre-examination preparatory courses several months before the exams. It is not mandatory for the Applicants to attend the

discretion, that the examination will take place at a second venue simultaneously (and thus not the location of the ESHRE® annual meeting). It is the Applicant's sole responsibility to verify the practicalities of the examination 48 hours before the start of the exam to make sure it is aware of the latest information on exam practicalities. If the Applicant is late for any reason it will not get any extra time to complete the exam and ESHRE® reserves the right to prohibit the Applicant take the exam upon late arrival.

Notwithstanding the above, Applicants who arrive late will not be allowed to take the exam after the first Applicant has left the examination venue. Except for the ESHRE®/EBCOG examination – part 2 for European fellows in reproductive medicine cf. Art. 30.4.4, Applicants are not allowed to leave the examination room the first hour after the start of the exam.

- 13.3. Applicants should arrive at the examination location well in advance and should take into consideration that the waiting times for the required registration and identification before the exam can be long. ESHRE® will not be liable if the Applicant is late for the exam due to waiting times in the examination location.
- 13.4. Switching to another exam level on the day of the exam will not be allowed.
- 13.5. Personal belongings of Applicants – including but not limited to mobile phones, watches, coats, bags, books and (other) electronic devices (except for the electronic device(s) which are essential to take the exam in the event of Art. 13.7)) – are not permitted in the examination room. It is therefore highly recommended not to bring these personal belongings to the examination venue. Applicant can however - at its own responsibility - make use of the foreseen cloakrooms. Applicant accepts and agrees that ESHRE® will not be liable for any theft or damage to personal belongings caused by any factor whatsoever, unless the theft/damage is due to a severe fault, intent or deliberate recklessness on the part of ESHRE® (cf. Art. 5).
- 13.6. Electronic device provided by ESHRE®
- 13.6.1. In principle, ESHRE® provides the Applicants with an electronic device (tablet/pc) to enable them to take the exam, except (i) if stated otherwise in these T&C, or (ii) in case of Art. 13.7.
- 13.6.2. Applicants explicitly acknowledge that (i) the electronic device is provided by ESHRE® to the Applicants for the sole purpose of taking the exam and (ii) it shall not require any rights thereto. Applicants shall return the electronic device to ESHRE® after the exam in the same condition as it was handed over to the Applicants. Applicants shall be liable for all damages to the provided electronic device caused by their own fault and/or negligence.
- 13.7. Electronic device of the Applicant
- 13.7.1. Solely when ESHRE® notifies Applicants in writing to bring their own electronic device to take the exam, Applicants are entitled to use such electronic devices to take the exam.
- 13.7.2. Applicants acknowledge that they are able to previously test the compatibility of the electronic devices with the examination format during the online test exam (cf. Art. 12). Applicants should also bring their power cable with appropriate power sockets and European adaptors. Power supply to connect their electronic devices will be available in the examination room.
- 13.7.3. ESHRE® does not bear any responsibility if Applicants miss the examination due to incompatibility with the online system or because of non-compliance with Art. 13.7. The Applicant will not receive extra time to complete the exam and the application fee will not be refunded.
- 13.8. To prevent fraud (i) ESHRE® shall take necessary precautions and (ii) Applicants should only connect to the wireless network as provided by ESHRE® in the examination room. Non-compliance with this article will be qualified as fraud in which case Art. 13.14 will apply.
- 13.9. Applicants must identify themselves by providing their identity card and sign in and out at the registration desk when entering and leaving the examination room. The specific conditions for the identification and registration may vary per exam and will be published on the ESHRE® Website.
- 13.10. Any paper handed out during the exam must be handed in before leaving the room.
- 13.11. The duration of the exam will be announced at the start of said exam by the supervisor. Notwithstanding Art. 31.4.3, Applicants shall immediately submit the exam online and shut down the electronic devices at the end of the exam. Non-compliance with this article will be qualified as inappropriate behavior in which case Art. 13.14 will apply.
- 13.12. If during the exam, an Applicant wishes to exit the examination hall temporarily, for any personal reason, it will be accompanied at all times by a supervisor.
- 13.13. To communicate with the supervisor, Applicants shall raise their hands. Exam questions cannot be discussed with the supervisor.
- 13.14. If fraud/inappropriate behavior is detected during the exam, the Applicant will be forced to stop the exam and leave the exam room. In such cases the exam will be considered invalid. In case the fraud/inappropriate behavior by the Applicant is discovered after the awarding of the certificate, ESHRE® will have the right to revoke the certificate without prior written notice. All detected cases of fraud or any inappropriate behavior during or discovered after the exam will result in exclusion from ESHRE® membership and future ESHRE® activities.

Fraud and inappropriate behavior include, but are not restricted to:

- (i) Any attempt to steal materials or content (including the use of recording devices) from an exam;
 - (ii) Any attempt to release content from any exam to a third party/commercial organization;
 - (iii) Any attempt to communicate with another candidate;
 - (iv) Any attempt to gain access to or read the work of another candidate;
 - (v) Any attempt to gain or pass on information about the contents of the exam in advance of the date of the exam including hacking into ESHRE® servers or networks to steal exam questions, etc.;
 - (vi) Impersonation or attempted impersonation of a candidate;
 - (vii) Bribery (of another candidate, exam official, actual or simulated patient);
 - (viii) The use of materials and/or tools during the exam, other than materials directly provided by ESHRE®, such as a mobile phone, google, smart watches, etc.;
 - (ix) Unacceptable or disruptive behavior during an exam;
 - (x) Failure to abide by the reasonable instructions of an invigilator or other exam official;
 - (xi) Falsification or alteration of any results document or qualification;
 - (xii) Any other form of cheating or conduct likely to give an unfair advantage to the candidate or others.
- 13.15. In the event a technical issue generates disruption(s) during the exam, ESHRE® will grant each impacted Applicant an appropriate additional delay to resume the Exam when the technical issue is attributable to ESHRE® and/or the examination venue. The length of this additional "appropriate delay" will be decided by ESHRE® at its own discretion.
- In the event a technical issue prevents one or more Applicants from accessing the exam, ESHRE® will offer the impacted Applicants the possibility to re-sit the exam free of charge, when the technical issue is attributable to ESHRE® and/or the examination venue.
- 13.16. The Applicant is responsible for all travel, food and lodging costs and miscellaneous expenses.
14. **Scoring and re-taking the exam**
- 14.1. ESHRE® will evaluate the exams at its own discretion using a consistent and objective methodology. The minimum score to pass the exam may vary per exam.
- 14.2. The results will be released to the Applicant in due time by email to the email address stated in the application form.
- 14.3. Except if stated otherwise in these T&C, Applicants will be allowed three consecutive attempts at sitting the exam. If an applicant is accepted to sit the exam and has received the confirmation letter in accordance with Art. 3.7.2, but does not attend the exam the non-attendance will be counted as one of the attempts.
- After three non-successful attempts in three consecutive years, the Applicant has to wait one year before it can submit an application again. The Applicant can therefore only retake the exam in year five, and cannot take the exam in year four.
15. **Complaints**
- 15.1. Applicants may notify ESHRE® of complaints regarding the exam results in writing to certification@eshre.eu within two months of the date of the notification of the exam results. If no complaints have been received by ESHRE® within this period, the Applicant shall be deemed to have accepted the exam results which will be non-negotiable.
- 15.2. In exceptional cases, complaints will be evaluated by the relevant Certification Steering Committee, and if necessary the ESHRE® Executive Committee. The decisions of the Executive Committee are final.
- B. ESHRE® certification for Embryologists**
- The ESHRE® certification for embryologists exists in two versions: (i) the clinical embryologist certification and (ii) the senior clinical embryologist certification.
16. **Application**
- 16.1. In accordance with Art. 3, the Applicant shall fulfill and prove the fulfillment of the following criteria cumulatively upon submission of its application unless otherwise specified:
- (i) For a **clinical embryologist certification application**: the Applicant shall (i) be an ESHRE® member; (ii) hold a BSc in Natural/Life Sciences; (iii) have the required hands-on experience (at the time of the application deadline) with human gametes and embryos in a clinical ART lab as set out in the Rules & Requirements; (iv) submit a valid online logbook showing the required hands-on experience (cf. Art 17); and (v) pay the non-refundable application fee.
 - (ii) For a **senior clinical embryologist application**: the Applicant shall (i) be an ESHRE® member; (ii) hold a MSc or PhD in Natural/Life Sciences; (iii) have the required hands-on experience (at the time of the application deadline) with human gametes and embryos in a clinical ART lab as set out in the Rules & Requirements; (iv) submit a valid online logbook showing the required hands-on experience (cf. Art 17); and (v) pay the non-refundable application fee.
- 16.2. Applicants who are no longer working as embryologist at the moment of application, can still apply for a certificate provided they fulfill the abovementioned criteria and ended

their last position no longer than two years before the exam date.

- 16.3. Applicants must pay a non-refundable application fee for both (i) the clinical embryologist certification, and (ii) the senior clinical embryologist certification.
- 16.4. If the maximum number of applications, as imposed by ESHRE® in accordance with Art. 3.1.6, is reached before the deadline, finished applications will be added to the waiting list. Declined or cancelled applications will be replaced by applications from the waiting list. All Applicants will be informed whether their application to sit the exam has been accepted.
17. **Logbook and CV**
- 17.1. In accordance with Art. 16, the Applicant shall submit a valid online logbook and CV upon submission of its application. The types of procedures to be included in the logbook, shall be stated on the ESHRE® Website together with an example of how to fill in the logbook.
- 17.2. In order for a logbook to be valid, the following criteria need to be met: (i) the logbook states how many treatment cycles the Applicant has performed (including the start and end dates of the performance of each of the procedures/methods listed in the Rules & Requirements), (ii) a minimum of 50 cases per procedure is required for all of the procedures/methods listed in the Rules & Requirements and (iii) the logbook must be signed by the Supervisor(s), as listed by the Applicant when submitting the logbook.
- If the Applicant changed clinics and wishes to submit data from more than one clinic, each set of data must be verified and signed by the Supervisors from each clinic.
- 17.3. A first time Applicant must ensure its logbook is in the provided format (other formats shall not be accepted). An Applicant who has been accepted for the exam before, must update its most recent logbook according to the provided format. Previously accepted logbooks can be accepted, provided they still meet the current requirements.
- 17.4. The logbook shall state the references of the Supervisors. Prior to submitting the application, the Applicant undertakes to receive a prior written and informed consent from the References and the Supervisor(s) regarding the use of their personal data cf. Art. 6.
- In accordance with the Privacy Legislation, both the Supervisor(s) and the References will be notified by ESHRE® that their names are mentioned in the application forms and the logbook. If a Supervisor or Reference does not support the application, it may be rejected by ESHRE®.
- 17.5. The information from filled-in application forms (including submitted CV's) and logbooks may be verified with the Supervisor(s) and/or References. In this respect, ESHRE® shall also be entitled to send the logbook to the Supervisor(s) and/or References, notwithstanding the exclusion of any Personal Data of patients or any confidential information in general.
- Furthermore, any information with regard to the working experience of the Applicant, included in the submitted CV and/or logbook, may be verified by ESHRE® with any person or clinic mentioned on said CV and/or logbook of the Applicant.
18. **Examination**
- 18.1. The aspects – of clinical embryology – that the Applicants are expected to have a good knowledge of in order to pass the exam will be indicated on the ESHRE® Website.
- 18.2. The exam format has two types of questions: (i) multiple choice questions with a single best answer and (ii) multiple choice questions where more than one answer is correct. The specific details of the examination format as indicated in the Rules & Requirements apply.
19. **Certification**
- 19.1. Applicants who (i) fulfill the specific criteria in accordance with Art. 16 and 17, (ii) abide by the Rules & Requirements, and (iii) successfully pass the exam with a minimum score as indicated in the Rules & Requirements, will be granted the ESHRE® certificate for Embryologists.
- 19.2. The ESHRE® certificate for Embryologist is valid for an indefinite period, except in case of fraud.
- 19.3. After certification, Applicants can participate in the 'CPD programme'. Applicants will receive credits for their participation in the 'CPD programme' as indicated on the ESHRE® Website. ESHRE® will publish a list of all ESHRE® certified embryologists on the ESHRE® Website. The Applicant who has the highest number of credits will be ranked first on this list. The 'CPD programme' does not affect the certification in any other way.
- C. ESHRE® certification for Reproductive Endoscopic Surgeons**
- The ESHRE® certification for Reproductive Endoscopic Surgeons (ECRES) exists on two levels: (i) the primary level in Reproductive Endoscopic Surgery and (ii) the master level in Reproductive Endoscopic Surgery.
20. **Application**
- 20.1. In accordance with Art. 3, the Applicant shall fulfill and prove the fulfillment of the following criteria cumulatively upon submission of its application unless otherwise specified: (i) be an ESHRE® member and (ii) be a registered clinician or postgraduate student in medicine.

21. **Obtaining the ECRES certificate**
To obtain the ECRES certificate, the Applicant shall fulfill the following criteria cumulatively:
- (a) For a **primary level** in Reproductive Endoscopic Surgery: the Applicant (i) shall have successfully applied for the ECRES primary level certification; (ii) shall attend and successfully pass the ECRES websurg e-learning at <https://www.websurg.com/winners/get/ecres>; (iii) shall register on the ESHRE® Website for basic certification psychomotor skills evaluation; (iv) shall submit a valid online logbook showing the required surgical practice curriculum (cf. Art. 22); and (v) shall pay the non-refundable application fee.
- (b) For a **master level** in Reproductive Endoscopic Surgery: the Applicant (i) shall have obtained the ECRES primary level certification (preferably obtained within a period of three years before applying for the master level); (ii) shall have successfully applied for the ECRES master level certification; (iii) shall submit a valid online logbook showing real time surgical practice according to the curriculum (cf. Art. 22); (iv) shall pass the final theoretical exam and; (v) shall pay the non-refundable application fee.
22. **Logbook**
- 22.1. Logbook(s) need(s) to be submitted online according to the instructions as indicated on the ESHRE® Website.
- 22.2. The logbook for the **primary level** in Reproductive Endoscopic Surgery needs to be submitted online at the latest upon application. In order for a logbook for the primary level to be valid, (i) the logbook shall list the number of procedures and operations the Applicant has performed (the required minimum will be published on the ESHRE® Website) and (ii) said overview, containing the required minimum of procedures and operations, must be signed by the director of the department of the hospital and/or by the scientific director of the hospital to guarantee its authenticity.
- 22.3. The logbook for the **master level** in Reproductive Endoscopic Surgery needs to be submitted online within two weeks after performing the surgical practice, and will be evaluated using predefined parameters determined by ESHRE® at its own discretion.
- 22.4. The videos submitted to evaluate the real time surgical practice – to fulfill the criteria to submit a valid online logbook showing real time surgical practice as set out in Art. 21 (b) – must be submitted in an unedited manner.
- 22.5. The information from filled-in application forms (including submitted CV's) and logbooks may be verified with the director of the applicable department of the clinic and/or by the clinic's scientific director. In this respect, ESHRE® shall also be entitled to send the logbook to said director(s), notwithstanding the exclusion of any Personal Data of patients or any confidential information in general.
Furthermore, any information with regard to the working experience of the Applicant, included in the submitted CV and/or logbook, may be verified by ESHRE® with any person or clinic mentioned on said CV and/or logbook of the Applicant.
23. **Examination**
- 23.1. The aspects of Reproductive Endoscopic Surgery that the Applicants are expected to have a good knowledge of in order to pass the exam, will be indicated on the ESHRE® Website.
- 23.2. The exam for basic certification psychomotor skills evaluation, that needs to be successfully completed in order to obtain the primary level in Reproductive Endoscopic Surgery, consists of one theoretical and three practical exams. Notwithstanding Art. 13.2, ESHRE® can decide, at its own discretion, that the examination will take place at the ESHRE® annual meeting or the EAGS congress.
- 23.3. The final exam, that needs to be successfully completed in order to obtain the master level in Reproductive Endoscopic Surgery, consist of one theoretical exam. The specific details of the examination format as indicated in the Rules & Requirements apply.
24. **Certification**
- 24.1. Applicants who (i) fulfill the specific criteria in accordance with Art. 20, 21 and 22, (ii) abide by the Rules & Requirements, and (iii) successfully pass the exam with a minimum score as indicated in the Rules & Requirements will be granted the ESHRE® certificate for Reproductive Endoscopic Surgeons.
- 24.2. The ESHRE® certification for primary level Reproductive Endoscopic Surgeons is valid for an indefinite period, except in case of fraud. The ESHRE® certification for senior level Reproductive Endoscopic Surgeons is valid for a period of 5 years with the possibility of renewal, except in case of fraud.
25. **Application**
In accordance with Art. 3.1.3, the Applicant shall fulfill and prove the fulfillment of the following criteria cumulatively upon submission of its application: (i) be an ESHRE® member; (ii) hold a nursing or midwifery degree; (iii) provide evidence of your degree in English, (iv) have a comprehensive understanding of the English language, (v) have at least two years of clinical experience as a MAR nurse or midwife; (vi) submit a valid digital logbook showing the required clinical experience and including one ethical dilemma (completed over a maximum period of two years) (cf. art 25); and (vii) pay the non-refundable application fee.
26. **Logbook & CV**
- 26.1. In accordance with Art. 25, the Applicant shall submit a valid logbook upon submission of the application. The types of activities to be included in the digital logbook, shall be stated on the ESHRE® Website together with an example of how to fill in the logbook.
- 26.2. In order for a digital logbook to be valid, the following criteria shall be met: (i) the logbook states how many activities the Applicant has performed, observed or presented (a minimum of 2 or 5 cases per activity (depending on the activity) is required); (ii) the activities must be performed, observed or presented within 2 years before submitting the logbook; (iii) the logbook must elaborate on two ethical cases (max. 500 words) and (iv) must be signed by the supervisor(s), as listed by the Applicant when submitting the logbook.
- 26.3. The logbook shall state the references of the Applicant's supervisor(s), including his/her email address. Prior to submitting the digital logbook, the Applicant undertakes to receive a prior written and informed consent from the supervisor(s) regarding the use of their personal data (cf. Art. 6).
- 26.4. Upon submission of the digital logbook, the supervisors – as indicated by the Applicant – shall receive a request via email to digitally sign all procedures they supervised. Furthermore, the Applicant must print the logbook and sign the last page of the printed logbook. This last page must also be signed by the supervisors. Following said signing, the Applicant must upload all pages, including the signed page.
- 26.5. The information from filled-in application forms (including submitted CV's) and logbooks may be verified with said supervisor(s). In this respect, ESHRE® shall also be entitled to send the logbook to said supervisor(s), notwithstanding the exclusion of any Personal Data of patients or any confidential information in general.
Furthermore, any information with regard to the working experience of the Applicant, included in the submitted CV and/or logbook, may be verified by ESHRE® with any person or clinic mentioned on said CV and/or logbook of the Applicant.
27. **Examination**
- 27.1. The aspects of clinical embryology and literature list that the Applicants are to be expected to have a good knowledge of in order to pass the exam, will be indicated in the Rules and Requirements.
- 27.2. The exam format has two types of questions: (i) multiple-choice questions with a single best answer out of various answer options and (ii) an extended matching question in which the Applicant needs to answer (a) one lead in question based on the description of a patient scenario and (b) two additional questions based on additional scenarios.
28. **Certification**
- 28.1. Applicants who (i) fulfill the specific criteria in accordance with Art. 25 and 26, (ii) abide by the Rules & Requirements, and (iii) successfully pass the exam with a minimum score as indicated in the Rules & Requirements, will be granted the ESHRE® certificate for Nurses and Midwives.
- 28.2. The ESHRE® certificate for nurses and midwives is valid for an indefinite period, except in case of fraud.
29. **Application**
- 29.1. The examination is open to doctors from EU and non-EU countries.
- 29.2. In accordance with Art. 3, the Applicant shall fulfill and prove the fulfillment of the following criteria cumulatively upon submission of its application unless otherwise specified: (i) should be graduated from a Medical School and be registered as an obstetrician-gynaecologist in the country in which they work with a license to practice; (ii) submit evidence of good standing from their medical regulatory body, employing authority or their head of department; (iii) have at least two years of clinical and laboratory training in reproductive medicine (a) according to the ESHRE® subspecialist training programme in reproductive medicine and (b) in an ESHRE®/EBCOG recognized training unit or in a unit recognized for higher training in reproductive medicine by the countries' authorities; (iv) have participated in research either by publishing two publications in peer review journals as first/second/last author or by three years of research activities; (v) should provide evidence of good standing from its Medical Regulatory Body, Employing Authority or Head of the Department; (vi) submit a valid logbook showing the required clinical and laboratory experience according to the ESHRE® subspecialist training programme (cf. Art 30); (vii) submit a valid logbook showing the required knowledge and technical skills to be able to take the examination (cf. Art. 29.3); (viii) pay the non-refundable registration fee for the examination – part 1' (cf. Art. 31.4) and the 'examination – part 2' (cf. Art. 31.5).
- 29.3. ESHRE® members are entitled to a 100 EUR discount on each registration fee.
- 29.4. Applicants of countries in which the subspecialty of reproductive medicine has not been recognized can only sit the exams if they provide proof that they have been trained for at least 2 years according to the ESHRE® subspecialist training programme.
- 29.5. Applicants who are registered as an obstetrician-gynaecologist outside the European Union can only apply for the ESHRE®/ EBCOG certification, provided they fulfill the criteria mentioned above and have previously passed the EFOG-EBCOG examination or hold a MRCOG certificate.
- 29.6. Applicants (registered inside or outside the European Union) who have successfully passed the EFOG-EBCOG examination before applying for the ESHRE®/EBCOG exam are credited a 10% increase of their average score of the ESHRE®/EBCOG EFRM exam.
- 29.7. Notwithstanding Art. 3.3, the following fee refund policy will apply: a cancellation for the examination or pre-examination course is only possible if the request is received before the closing date of the applications. Following the withdrawal 50% of the fee can be credited for the corresponding next event within 3 years as of withdrawal.
- 29.8. The Applicant should provide a copy of their identity card and proof that the Applicant (i) is a medical doctor, (ii) is an Obstetrician/Gynaecologist, (iii) has a license to practice and (iv) has completed at least 2 years training in Reproductive Medicine after passing the exams of general Obstetrics and Gynaecology.
30. **Logbook**
- 30.1. In accordance with Art. 29.2, the Applicant shall submit two valid logbooks upon submission of the application. One logbook to prove that the Applicant has the required clinical and laboratory experience according to the ESHRE® subspecialist training programme in reproductive medicine ('logbook A'), and one logbook to prove that the Applicant has the required knowledge and technical skills to take the examination ('logbook B').
- 30.2. In order for a **logbook A** to be valid, the logbook shall state the following: (i) the evaluation of clinical and technical skills; (ii) the number of procedures and technical acts performed during the training as first assistant and surgeon; (iii) the assessment of knowledge, attitudes and fulfillment of tasks; (iv) cumulative list of scientific meetings and courses attended; (v) cumulative list of papers presented at scientific meetings; (vi) cumulative list of peer reviewed published papers in international journals, at least one as first author; (vii) cumulative list of peer reviewed published papers in national journals, at least one as first author; (viii) surgical reports; and (ix) the frequency of on call duties.
- 30.3. In order for a **logbook B** to be valid, the logbook shall state the number of consultations, procedures and treatments that the Applicant has performed (the required minimum of each procedure will be published on the ESHRE® Website/EBCOG Website)
- 30.4. The logbook shall state the references of the educational supervisor including his/her email address and must be signed by the educational supervisor.
- 30.5. Prior to submitting the logbook, the Applicant undertakes to receive a prior written and informed consent from the educational supervisor regarding the use of his/her personal data (cf. Art. 6).
- 30.6. The information from filled-in application forms (including submitted CV's) and logbooks may be verified with the educational supervisor(s). In this respect, ESHRE® shall also be entitled to send the logbook to said educational supervisor(s), notwithstanding the exclusion of any Personal Data of patients or any confidential information in general.
- 30.7. Furthermore, any information with regard to the working experience of the Applicant, included in the submitted CV and/or logbook, may be verified by ESHRE® with any person or clinic mentioned on said CV and/or logbook of the Applicant.
31. **Examination**
- 31.1. The aspects of reproductive medicine that the Applicants are expected to have good knowledge of in order to pass the exam, the subject of the papers of part 1 of the examination and the topics of the stations of part 2 of the examination will be indicated on the ESHRE® Website and EBCOG Website.
- 31.2. The ESHRE®/EBCOG examination consists of two parts: (i) part 1 consisting of a knowledge based assessment process (KBA), and (ii) part 2 consisting of an objective structured clinical examination (OSCE).
- 31.3. Applicants can only sit part 2 of the exam upon passing part 1. Passing the exams does not imply a license to practice in any European country, but it solely provides a qualification.
- 31.4. **Examination – Part 1**
- 31.4.1. Part 1 of the examination consists of the writing of two papers for which a timeslot of 2 hours per paper will be granted. A 30 minutes break between the two papers is foreseen.
- 31.4.2. Notwithstanding Art. 13.3, the Applicant must arrive at the examination venue at least one hour before the start of the examination.
- 31.4.3. The Applicant can start the examination when the first examination topic appears on the electronic device. A time warning will be given twice, i.e. 20 minutes and 10 minutes before the first and second paper needs to be submitted.
- 31.4.4. Once the examination has started, Applicants will not be allowed to leave the hall for the first 45 minutes. After that, Art. 13 will apply.
- 31.4.5. The exam format has three types of questions: (i) multiple choice questions, (ii) single best answer questions and (iii) extended matching questions. The ratio of the three types shall be decided by ESHRE® and EBCOG every year upon their own discretion.
- 31.4.6. To pass part 1 of the examination, the Applicant must pass both papers.
- 31.5. **Examination – Part 2**

- 31.5.1.** Part 2 of the examination is an objective structured clinical examination (OSCE) based on successive stations.
- 31.5.2.** The specific details of the examination will be indicated in the Rules & Requirements.
- 31.5.3.** The duration of each station is 12 minutes. The Applicants will move from one station to the other in a successive way. Unless decided otherwise by ESHRE® and EBCOG, there will be 10 stations. One station is considered as a rest station for the Applicants to read a scientific article, which will be examined in the next station.
- 31.5.4.** Part 2 of the examination is conducted offline with practical materials provided by ESHRE® and EBCOG. The Applicants are liable for damages which they have caused to the provided practical materials.
- 32. Retake the examination**
- 32.1.** By way of derogation of Art. 14.3, there is no restriction on the number of attempts the Applicant can sit part 1 of the examination. Passing Part 1 is the only eligibility criterion for sitting part 2 of the examination.
- 32.2.** Applicants who pass part 1 of the examination, must sit part 2 of the examination within the next three years. If that period expires or the Applicant has failed to pass part 2 of the examination within the next three years of passing part 1 of the examination, the Applicant will have to re-sit part 1 of the examination.
- 33. Appeals**
- 33.1.** Appeals for either part 1 or part 2 of the examination will solely be considered if they are submitted to the examination authorities within 10 calendar days following notification of the results. The appeals committee will provide an answer in writing within 30 calendar days.
- 34. Certification**
- 34.1.** Applicants who abide by the Rules & Requirements and have successfully completed training in reproductive medicine according to the ESHRE® subspecialist training programme in reproductive medicine (i) in a unit that is recognized for higher training in reproductive medicine by the countries' authorities or (ii) in an ESHRE®/EBCOG recognized and accredited training unit for reproductive medicine, and passed the ESHRE®/EBCOG exam for European fellows in reproductive medicine, will become European Fellows of Reproductive Medicine (hereinafter: "EFRM"), can use the title "EFRM-ESHRE/EBCOG" and will be granted a certificate.
- 34.2.** The ESHRE® certificate for European fellows of reproductive medicine is valid for an indefinite period, except in case of fraud.

IV. SPECIFIC CONDITIONS APPLICABLE TO CENTRES

Section IV. applies to centres applying for the ESHRE® accreditation and certification

Title A contains the general provisions on assessment applicable to Training Centres and General Centres.

Title B contains the specific provisions applicable to the Training Centres

Title C contains the specific provisions applicable to the General Centres

A. General provisions on assessment

35. Preparing for the assessment visit

35.1. Upon fulfilment of the criteria cf. Art. 42 and 46, ESHRE® will nominate inspectors-assessors to carry out assessment visits, at its own discretion using objective criteria, to conduct the evaluation of the Applicant.

35.2. At least four weeks in advance, ESHRE® will notify the Applicant by email of (i) the date of the assessment visit; (ii) the required English documents that the Applicant needs to make available for the inspector-assessors to examine during the assessment visit; (iii) the people that need to be present during the assessment visit; and (iv) the procedures that the inspectors-assessors like to attend during the assessment visit.

35.3. Unless agreed otherwise, the Applicant will, at its own expense, arrange suitable accommodation, transportation and breakfast/lunch/dinner for the inspectors-assessors to enable them to carry out the assessment visit.

36. Assessment visit

36.1. The assessment visit will normally be carried out during the timespan of one day. ESHRE® can however decide at its own discretion that the assessment visit will take longer.

36.2. The Applicant will organize a guided tour of the centre including the clinical facilities and the laboratory.

36.3. The head of the centre and the senior staff shall be present during the assessment visit to answer questions of the inspectors-assessors. The inspectors-assessors can decide at their own discretion to interview other staff such as clinical tutors, postgraduate dean, hospital director, general manager, embryologists, geneticists, etc.

36.4. During the assessment visit, the inspectors-assessors will fill out an assessment visit report including preliminary conclusions and recommendations at their own discretion.

36.5. At the end of the assessment visit, the assessment visit can be discussed with the head of the centre and the senior staff who can provide feedback.

37. Evaluation of the assessment visit

37.1. Following the assessment visit, the assessment visit report will be submitted to the ESHRE® Executive Committee for approval.

37.2. Following approval of the ESHRE® Executive Committee, the assessment visit report will be communicated to the Applicant. ESHRE® can, at its own discretion, agree to organize a conference call to discuss the assessment visit report with the Applicant.

37.3. ESHRE® shall at its own discretion decide to:

- (i) Grant the Applicant accreditation if all the criteria are met in the opinion of ESHRE®;
- (ii) Grant the Applicant a provisional approval. The Applicant will receive recommendations and a request for further documents in order to receive full approval;
- (iii) Grant the Applicant a remediation period in which the Applicant can comply with the ESHRE® recommendations and request for further documents;
- (iv) Reject the application for accreditation.

38. Intermediate assessment visit

38.1. ESHRE® can, at its own discretion and at all times during accreditation, in accordance with abovementioned articles 35-37 decide to carry out an intermediate assessment visit to examine if the criteria required for accreditation still apply.

38.2. At least one month in advance, ESHRE® will notify the Applicant by email of (i) the date of the intermediate assessment visit; (ii) the required English documents that the Applicant needs to make available for the inspector-assessors to examine during the intermediate assessment visit; (iii) the people that need to be present during the intermediate assessment visit; and (iv) the procedures that the inspectors-assessors like to attend during the intermediate assessment visit.

38.3. The costs of the intermediate assessment visit will be borne by the Applicant in accordance with Art. 35.3.

39. Fraud

39.1. Bribery or other means used to influence the inspectors-assessors, will be considered as fraud.

39.2. In case of fraud, the Applicant will irrevocably lose every chance of applying for an accreditation or certification in a definite manner. The relevant Certification Steering Committee will have the authority to impose at its own discretion additional adequate sanctions on the fraudulent Applicant.

40. Complaints

Applicants may notify ESHRE® of complaints regarding the evaluation of the assessment visit in writing to certification@eshre.eu within two months of the date of the notification of evaluation results. If no complaints have been received by ESHRE® within this period, the Applicant shall be deemed to have accepted the evaluation.

In exceptional cases, complaints will be evaluated by the ESHRE® Executive Committee. The decisions of the Executive Committee are final.

41. Accreditation

41.1. The accreditation is valid for the period as defined (cf. Art. 45.2 and 48.2). The Applicant can submit a new application during the ongoing accreditation, in order to receive accreditation before the ongoing accreditation ends.

41.2. ESHRE® can decide at its own discretion, to withdraw the certification when (i) the required criteria are no longer met by the Applicant or (ii) in case of fraud of the Applicant.

B. ESHRE®/EBCOG centre accreditation of subspecialist training programme in reproductive medicine

42. Application

In accordance with Art. 3, the Applicant shall fulfill and prove the fulfillment of the following general criteria cumulatively upon submission of its application unless otherwise specified: (i) be a multidisciplinary centre; (ii) have a remunerated and recognized training post available; (iii) have an appointed tutor for guidance and advice available who has a recognized specialist qualification in obstetric-gynaecology or who has completed a minimum of 5 years in an approved training programme in obstetric-gynaecology (preferably on a 1:1 basis); (iv) comply with national employment legislation in relation to remuneration, hours of work and rights of employees; (v) be able to facilitate the participation of the fellows in all hospital activities; (vi) be able to facilitate the participation of the fellows in audit and clinical and/or basic research; (vii) submit a valid questionnaire showing the fulfillment of the required criteria; (viii) pay the non-refundable application fee; and (ix) have the required minimum activity as indicated on the ESHRE® Website.

The application and questionnaire must be signed by a person who can legally represent the Applicant.

43. Obtaining the ESHRE®/ EBCOG centre accreditation

In order for the Applicant to get accredited, the Applicant shall cumulatively comply with the following requirements, provided that requirements do not conflict with national laws:

- (i) Provide a service for the referral and transfer of patients who would benefit from subspecialty facilities, expertise and experience;
- (ii) Have established close collaboration with related disciplines to provide the high degree of teamwork and concentration of resources for the intensive investigation and management of such patients;
- (iii) Have established close collaboration with other obstetricians and gynaecologists and related specialists within and outside the centre, including major regional roles in continuing postgraduate education and training, research advice and networking and audit;
- (iv) Have an adequate workload providing a full range of experience in the subspecialty. Alternatively two or more centres may combine to provide a programme with all the required experience;
- (v) Have a programme director who will coordinate the training programme, accept the main responsibility for

its supervision and be actively involved in it. When more than one centre provides the programme, there must be a supervisor at each centre, with one supervisor having overall responsibility as a director. Directors and supervisors will be consultants with special experience in the relevant subspecialty field

(vi) Have adequate medical staffing to enable the fellow to be engaged in his/her subspecialty field on a fulltime basis (or in case of a part-time fellow, during all of his/her normal working hours). Participation in emergency and on-call work outside normal working hours is included, subject to approval by the subspecialty committee;

(vii) Have an adequate library, laboratory and other resources to support subspecialty work, training and research;

(viii) Provide the resources for a research programme related to the subspecialty.

(ix) Provide a service for the referral and transfer of patients with endocrine and infertility problems requiring special diagnostic and therapeutic facilities and expertise, with close collaboration with other gynaecologists within and outside the centre;

(x) Have an adequate clinical workload with a full range of gynaecological endocrine, fertility and infertility (female and male) problems;

(xi) Have appropriate clinical facilities for investigating the relevant endocrine and infertility disorders;

(xii) Have access to appropriate endocrine and ultrasound investigations for monitoring of ovulation induction and diagnosis of early pregnancy and any subsequent complications;

(xiii) Have an established assisted conception programme, including assisted fertilization with appropriate clinical and laboratory facilities including genetic disorder diagnosis;

(xiv) Provide training in laparoscopic and hysteroscopic surgery for investigation and treatment including ovarian biopsy and cystectomy, oophorectomy, treatment of ectopic pregnancy/miscarriage, adhesiolysis, salpingolysis, treatment of endometriosis, endometrial biopsy, removal of endometrial polyps, endometrial resection/ablation, hysteroscopic resection of fibroids;

(xv) Participate actively in the investigation of male infertility and collaborate closely with consultant urologists/andrologists and their staff with commitments to the investigation and management of male infertility;

(xvi) Have an established donor gamete programme or facilitate fellows-in-training to familiarize themselves with gamete donation;

(xvii) Collaborate with consultant physicians/endocrinologists and their supporting staff having definitive commitments to the care of endocrine disorders in women during the reproductive years of life;

(xviii) Have an adequate gynaecological pathology service;

(xix) Have a research programme in the subspecialty field with access for the fellow to support his or her own training programme including design and preferably participation in ethically approved trials and studies;

(xx) The training programme should be organized within a multidisciplinary centre and should be organized by a sub-specialist or an accredited sub-specialist. Initially, there will be a transitional period when accreditation for training will be given by the national appointing authority to a specialist in obstetrics and gynaecology with proven scientific and clinical expertise in reproductive medicine. Subsequently, only individuals with training in the subspecialty of reproductive medicine can hold the position of trainer;

(xxi) The training centre should use guidelines and protocols finalised by national professional bodies reviewed at regular intervals.

44. Evaluation

Notwithstanding Art. 35, following submission of the application, ESHRE® will nominate two experienced inspectors-assessors (one inspector-assessor may also be recognized as an EBCOG assessor) to carry out an assessment visit to the Applicant to conduct the evaluation of the

Applicant. There may be circumstances where a third inspector-assessor, such as a trainee representative, may be requested.

45. Accreditation

- 45.1.** If following the assessment visit, ESHRE® and EBCOG decide jointly and at their own discretion, that all the criteria are met, the Applicant will receive the ESHRE®/ EBCOG centre accreditation for sub-specialist training in reproductive medicine.
- 45.2.** The accreditation is valid for either 2 years upon provisional approval or for 5 years upon full approval.

C. ART Centre certification for good clinical practice

46. Application

- 46.1.** The application for the ART centre certification for good clinical practice is only open for European centres who have been active for at least two years and who provide the required treatments.

46.2. To apply, the Applicant must follow the following steps:

- (i) Applicants must fill out the online application form available on the ESHRE® Website;
- (ii) When the application is accepted by the ESHRE® Steering Committee, a request for payment of the first instalment shall be sent to the Applicant;
- (iii) As soon as payment is received, the Applicant will receive a link to checklists that need to be filled in. The several topics of the checklists can be consulted on the ESHRE® Website;
- (iv) When the checklists are completed, two inspectors-assessors will be assigned to evaluate the application based on a score. If the score is satisfactory, a second request for payment of the second instalment will be sent to the Applicant;
- (v) Upon receipt of the second instalment, the application is considered finalized and ESHRE® will take the necessary measures for evaluation.

The detailed requirements for application will be indicated in the Rules and Requirements.

46.3. Notwithstanding Art. 35.3, the costs of the assessment visit for the evaluation of the ART Centre certification for good clinical practice, are included in the second instalment of the application fee cf. Art. 46.2.

47. Requirements

ESHRE® will notify the Applicant by email of the required English documents that the Applicant needs to send to ESHRE® and needs to comply with.

48. Certificate

- 48.1.** If following the assessment visit, ESHRE® decides at its own discretion, that all the criteria are met, the Applicant will receive the ESHRE® ART Centre certification for good clinical practice.
- 48.2.** The certificate is valid for a period of three years.