

I. TYPES OF ACCREDITATIONS AND CERTIFICATIONS

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

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 the relevant

Rules & Requirements 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 the relevant Rules & Requirements 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 the relevant Rules & Requirements 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 provisional approval and 5 years in case of 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 and the relevant Rules & Requirements, as evaluated during a site visit by assessors appointed by ESHRE®. The certificate certifies the demonstration of a high professional standard on safety and quality.

G. ESHRE® centre accreditation of training programme in Clinical Embryology ('Training Centres'): an accreditation to be obtained by a training centre upon fulfillment of the objective criteria laid down in these T&C and the relevant Rules & Requirements and approval by the ESHRE® Executive Committee. The accreditation grants the training centre the right to act as an official ESHRE® training centre, for either core training only or for core and advanced training in Clinical Embryology for 2 years in case of provisional approval and 5 years in case of a full approval.

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 or the ART centre 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 organisation 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 organisation named the European Society of Human Reproduction and Embryology with its registered office at 1853 Grimbergen, Nijverheidslaan 3, 1st floor, BXL7 - Building 1, Belgium, VAT BE-0430.069.888, RPR Brussels.

1.7. ESHRE® Website: <https://www.eshre.eu/>

1.8. GESEA: the Gynaecological Endoscopic Surgical Education and Assessment programme, as established by the international non-profit organisation named the European Society for Gynaecological Endoscopy with its registered office at 3000 Leuven, Diestsevest 43/0001, Belgium, VAT BE-0832.374.915, RPR Leuven.

1.9. Personal data: any information relating to an identified or identifiable natural person.

1.10. 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 (non-exhaustive list).

1.11. 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, organisation, 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.

1.12. 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. They should be different from the Supervisor(s).

1.13. 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.

1.14. Rules & Requirements: specific rules and requirements for accreditation and certification, linked to a specific certification, published on the relevant section of the ESHRE® Website.

1.15. 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, (vi) the ART centre certification for good clinical practice or (vii) the ESHRE® centre accreditation of training programme in Clinical Embryology, 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. ESHRE® can, at its own discretion, decline an application when the Applicant has not accepted these T&C before submitting the application.

2.4. 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® centre accreditations are open to all European centres who meet the eligibility criteria mentioned in the relevant Rules & Requirements.

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 their abilities and submit it together with the relevant attachments proving its fulfilment of the required criteria set out on the ESHRE® Website and/or in the relevant Rules & Requirements. Unless specified otherwise, the Applicant guarantees its fulfilment of the required criteria upon submitting the application.

3.1.4. If the Applicant (i) did not fulfil the required criteria upon application, or (ii) submitted the application too late, or (iii) 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 as soon as it is available on the respective application platform.

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.

3.1.9. The applicant accepts that, if required, their relevant degrees (including academic transcripts) will be forwarded by ESHRE® to EP-Nuffic (the Dutch organization for international cooperation in higher education, <http://www.epnuffic.nl/en>) for validation.

3.1.10. 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.

3.1.11. The fee for the validation by EP-NUFFIC is not included in the application fee and will have to be paid via a separate process. 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.

3.1.12. 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.

3.2. Attachments to the application

3.2.1. Applicants must provide ESHRE® with the originals or validated copies of degrees, authorisations, 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 (such as, for example, originals or verified copies of university degree results), should there be an objective need. If the Applicant does not provide ESHRE® with the requested documents upon application or within 7 calendar days of such a request by ESHRE®, ESHRE® has the right to terminate the application in accordance with Art. 3.6.1 and 3.6.3. The Applicant will not be allowed to take the forthcoming exam and will not be evaluated.

3.2.3. The attachments must be submitted according to the instructions published on the ESHRE® Website and the relevant Rules & Requirements (if applicable).

3.2.4. All attachments (including degrees or academic transcripts) – as described in Art. 3.2 – must be provided in English if they are not written in the Latin alphabet, unless indicated otherwise in the application form on the ESHRE® Website. In such cases, the attachments must be translated by an official body before submission to ESHRE®. As official bodies, the following will be accepted under these T&C: (i) university, (ii) official translator, and (iii) notary public. In all other cases, ESHRE® reserves the right to require an English translation by

an official body after submission of the application if it deems it necessary.

3.3. Application fee

3.3.1. All application fees are in euro (including 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. The application fee shall only be valid for the specific examination/evaluation to which it refers.

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

3.3.4. Each application fee applies to a 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 online payments, ESHRE* uses external professional and specialised 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 the 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 or in the relevant Rules & Requirements, 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 and at its own discretion, have the right to 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. If 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, organisational 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 the applications. All Applicants will be informed whether their applications to sit the exam (for natural persons) resp. to be evaluated (for centres) have 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 as stated in these T&C and/or the relevant Rules & Requirements 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 and/or the relevant Rules & Requirements. 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 regarding the performance of treatments in the future or any standard of quality of the provided future healthcare by an accredited/certified Applicant. As 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 authorised 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 authorised representatives and/or its personnel, within the framework of these T&C, which is caused by the Applicant, their personnel, collaborators and/or authorised 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 authorised 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 authorised 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* always strives 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 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 (dp@eshre.eu) 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, authorised 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 agrees 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 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 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 recognises 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	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).	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.
Title A. contains the general provisions on application applicable to 'Embryologists', 'Reproductive Endoscopic Surgeons', 'Nurses and Midwives' and 'Obstetrician-gynaecologists'.	13.2.4. 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.	Fraud and inappropriate behavior include, but are not restricted to:
Title B. contains the general provisions on examination applicable to 'Embryologists', 'Reproductive Endoscopic Surgeons', 'Nurses and Midwives' and 'Obstetrician-gynaecologists'.	13.2.5. The duration of the exam will be announced at the start of said exam. Notwithstanding Art. 13.2.2, 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. 13.4.5 will apply.	(i) Any attempt to steal materials or content (including the use of recording devices) from an exam;
Title C. contains the specific provisions applicable to Embryologists.	13.2.6. 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.	(ii) Any attempt to release content from any exam to a third party/commercial organisation;
Title D. contains the specific provisions applicable to Reproductive Endoscopic Surgeons.	13.2.7. To communicate with the supervisor, Applicants shall raise their hands. Exam questions cannot be discussed with the supervisor.	(iii) Any attempt to communicate with another candidate;
Title E. contains the specific provisions applicable to Nurses and Midwives.	13.2.8. To prevent fraud (i) ESHRE® shall take necessary precautions and (ii) Applicants should only connect to the wireless network provided by ESHRE® in the examination room. Non-compliance with this article will be qualified as fraud in which case Art. 13.4.5 will apply.	(iv) Any attempt to gain access to or read the work of another candidate;
Title F. contains the specific provisions applicable to Obstetrician-Gynaecologists.	13.2.9. Applicants must identify themselves by providing their identity card and signing 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.	(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.;
	13.2.10. Any paper handed out during the exam must be handed in before leaving the room.	(vi) Impersonation or attempted impersonation of a candidate;
	13.2.11. Electronic devices	(vii) Bribery (of another candidate, exam official, actual or simulated patient);
	13.2.11.1. 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 and/or the relevant Rules & Requirements, or (ii) in case of Art. 13.2.11.3.	(viii) The use of materials and/or tools during the exam, other than materials directly provided by ESHRE®, such as google, smart watches, etc.;
	13.2.11.2. In case an electronic device is provided by ESHRE®, Applicants explicitly acknowledge that (i) the electronic device is provided 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.	(ix) The use of a mobile phone is only allowed when indicated in the relevant Rules & Requirements, and with the sole purpose of providing a second camera angle during supervision of the online exam;
	13.2.11.3. 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.	(x) Unacceptable or disruptive behavior during an exam;
	13.2.11.4. In case of Art. 13.2.11.3, the Online Home Exam Policy shall apply (except for articles 3.5, 3.6 and 3.9). 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.	(xi) Failure to abide by the reasonable instructions of an invigilator or other exam official;
	13.2.11.5. ESHRE® does not bear any responsibility for any direct or indirect damage resulting from the incompatibility with the online system or because of non-compliance with 13.2.11 in general. The Applicant will not receive extra time to complete the exam, and the application fee will not be refunded.	(xii) Falsification or alteration of any results document or qualification;
	13.2.12. The Applicant is responsible for all travel, food and lodging costs and miscellaneous expenses.	(xiii) Any other form of cheating or conduct likely to give an unfair advantage to the candidate or others.
	13.3. Online remote examination	13.4.6. In accordance with Art. 7, all exam questions are ESHRE®'s intellectual property. Due to the risk of abuse, participants will not be able to see the exam nor have access to the correct answers after the exam.
	13.3.1. If the exam is held remotely, the Online Home Exam Policy will apply, which can be consulted via this link . By submitting their application, Applicants acknowledge to have read and accepted the Online Home Exam Policy.	14. Scoring and re-taking the exam
	13.4. General provisions	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.
	13.4.1. The following provisions apply regardless of how the examination is held.	14.2. The results will be released to the Applicant in due time, either by (i) email or (ii) platform notification message to the email address stated in the application form. In the latter case, the Applicant will need to log in to the online application platform to consult its result.
	13.4.2. The examination will be conducted in English only. The Applicant may not appeal to an interpreter for the translation of the examination.	14.3. Except if stated otherwise in these T&C or in the relevant Rules & Requirements, 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.
	13.4.3. Switching to another exam level on the day of the exam will not be allowed.	After three non-successful attempts in three consecutive years, the Applicant must 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.
	13.4.4. 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.	15. Complaints
	13.4.5. 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	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.
A. General provisions on application		C. ESHRE® certification for Embryologists
11. Logbook and CV		16. General information
11.1. When required by the Rules & Requirements, 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 in the relevant Rules & Requirements together with an example of how to fill in the logbook.		17.1 The ESHRE® certification for embryologists exists in two versions: (i) the basic clinical embryologist certification and (ii) the advanced clinical embryologist certification.
11.2. The information from filled-in application forms (including submitted CV's) and logbooks may be verified with the Reference(s) and/or Supervisor(s). In this respect, ESHRE® shall also be entitled to send the logbook to said Reference(s) and Supervisor(s), notwithstanding the exclusion of any Personal Data of patients or any confidential information in general.		17.2 For the requirements regarding the application itself (required working experience, degree, logbook, etc.) and the examination, reference is made to the Rules & Requirements available on the relevant section of the ESHRE® Website. By submitting their application, Applicants acknowledge to have read and accepted these Rules & Requirements.
Furthermore, any information regarding 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.		17.3 The Applicant accepts that all relevant degrees (including academic transcripts), as submitted with the application, will be forwarded by ESHRE® to EP-NUFFIC (the Dutch organisation for international cooperation in higher education, http://www.epnuffic.nl and http://www.epnuffic.nl/en) for validation.
B. General provisions on examination		17.4 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.
12. Pre-exam courses		
12.1. ESHRE® may at its own discretion decide to organise pre-examination preparatory courses several months before the exams. It is not mandatory for the Applicants to attend the 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.		
12.2. The pre-exam courses are merely meant as preparation for the actual exam and shall not, under any circumstance, guarantee any result with regard to the actual examination.		
12.3. 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 Applicant's own risk and decision.		
13. Examination regulations		
13.1. The way of examination		
13.1.1. ESHRE® shall decide at its sole discretion how the examination shall be organised: (i) either on site cf. Art. 13.2, (ii) either remote cf. Art. 13.3 in which case Applicants will participate in the examination remotely, or (iii) a combination of both. The exact way the examination will take place will be indicated in the relevant section of the ESHRE® website.		
13.2. Examination on site		
13.2.1. If the exam is held on site, the examination will take place on the day and location of the ESHRE® annual meeting unless stated otherwise on the ESHRE® Website. ESHRE® can decide, at its own 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 to take the exam upon late arrival.		
13.2.2. 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, Applicants are not allowed to leave the examination room the first hour after the start of the exam.		
13.2.3. 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. 13.2.11.3) – are not permitted in the examination room. It is therefore highly recommended not to bring these personal belongings to the examination venue. The Applicant can however – at its own responsibility – make use of the foreseen cloakrooms. The Applicant accepts and agrees that ESHRE® will not be liable for any theft or damage to personal belongings caused		

- 17.5 The fee for the validation by EP-NUFFIC is not included in the exam application fee and needs to be settled prior to the exam application. 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 shall be final. Some courses do not fit the criteria of official national degree, therefore not all courses will be validated by EP-Nuffic. Only applicants with a validated
- 17. Certification**
- 17.1.** Applicants who (i) 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.
- 17.2.** The ESHRE* certificate for Embryologist is valid for an indefinite period, except in case of fraud.
- 17.3.** 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 'CPD programme' does not affect the certification in any other way.

D. ESHRE* certification for Reproductive Endoscopic Surgeons

- 18. General information**
Programme is temporarily inactive.

E. ESHRE* certification for nurses and midwives

- 19. General information**
- 19.1.** For the requirements regarding the application itself (required working experience, degree, logbook, etc.) and the examination, reference is made to the Rules & Requirements available on the relevant section of the ESHRE* Website. By submitting their application, Applicants acknowledge to have read and accepted the relevant Rules & Requirements.
- 20. Certification**
- 20.1.** Applicants who (i) fulfill the specific criteria in accordance with and 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.
- 20.2.** The ESHRE* certificate for nurses and midwives is valid for an indefinite period, except in case of fraud.

F. ESHRE*/EBCOG certification for European fellows in reproductive medicine

21. General information

- 21.1.** The ESHRE*/EBCOG examination consists of two parts: (i) Part 1 is a knowledge-based assessment process (KBA) and (ii) Part 2 is an Objective Structured Clinical Examination (OSCE).
- 21.2.** For the requirements regarding the application itself (required working experience, degree, logbook, etc.) and the examination, reference is made to the Rules & Requirements available on the relevant section of the ESHRE* Website. By submitting their application, Applicants acknowledge to have read and accepted the relevant Rules & Requirements.
- 22. Certification**
- 22.1.** 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 recognised for higher training in reproductive medicine by the countries' authorities or (ii) in an ESHRE*/EBCOG recognised 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.
- 22.2.** 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

- 23. Preparing for the assessment visit**
- 23.1.** Upon fulfilment of the criteria for the application as stated in the relevant Rules and Requirements and/or in these T&C, ESHRE* will nominate inspectors-assessors to carry out assessment visits, at its own discretion using objective criteria, to conduct the evaluation of the Applicant.
- 23.2.** 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.
- 23.3.** 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.
- 24. Assessment visit**
- 24.1.** 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.
- 24.2.** The Applicant will organise a guided tour of the centre including the clinical facilities and the laboratory.
- 24.3.** 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.
- 24.4.** During the assessment visit, the inspectors-assessors will fill out an assessment visit report including preliminary conclusions and recommendations at their own discretion.
- 24.5.** 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.
- 25. Evaluation of the assessment visit**
- 25.1.** Following the assessment visit, the assessment visit report will be submitted to the ESHRE* Executive Committee for approval.
- 25.2.** 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 organise a conference call to discuss the assessment visit report with the Applicant.
- 25.3.** 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 provisional approval. The Applicant will receive recommendations and a request for further documents 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.
- 26. Intermediate assessment visit**
- 26.1.** ESHRE* can, at its own discretion and at all times during accreditation, in accordance with abovementioned articles 27-29 decide to carry out an intermediate assessment visit to examine if the criteria required for accreditation still apply.
- 26.2.** 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.
- 26.3.** The costs of the intermediate assessment visit will be borne by the Applicant in accordance with Art. 33.3.
- 27. Fraud**
- 27.1.** Bribery or other means used to influence the inspectors-assessors, will be considered as fraud.
- 27.2.** 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.
- 28. 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.
- 29. Accreditation**
- 29.1.** The accreditation is valid for the period as defined (cf. Art. 32.2 and 35.2). The Applicant can submit a new application during the ongoing accreditation, to receive accreditation before the ongoing accreditation ends.
- 29.2.** 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

- 30. General information**
- For the requirements regarding the application itself (required working experience, degree, logbook, etc.) and the examination, reference is made to the Rules & Requirements available on the relevant section of the ESHRE* Website. By submitting their application, Applicants acknowledge to have read and accepted the relevant Rules & Requirements
- 31. Evaluation**
- Following submission of the application, ESHRE* will nominate two experienced inspectors-assessors (one inspector-assessor may also be recognised 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.
- 32. Accreditation**

- 32.1.** 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.
- 32.2.** 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

- 33. Application**
- 33.1.** The application for the ART centre certification for good clinical practice is only open for European centres (i) located in one of the countries referred to in the bylaws and governance section on the ESHRE*Website (<https://www.eshre.eu/Home/About-us/Bylaws-and-governance>), (ii) who have been active for at least two years and (iii) who provide the required treatments.
- 33.2.** 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 finalised and ESHRE* will take the necessary measures for evaluation.
- The detailed requirements for application will be indicated in the ESHRE*Website.
- 33.3.** 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.
- 34. 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.
- 35. Certificate**
- 35.1.** 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.
- 35.2.** The certificate is valid for a period of three years.