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Terms and Conditions for the accreditation of imaging live educational events (LEE), e-learning materials (ELM) and Blended Learning*

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*These Terms and Conditions, which mirror the EACCME Requirements, are subject to changes.

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I. INTRODUCTION

I.1. AGREEMENTS WITH EUROPEAN AND NON-EUROPEAN ACCREDITATION BODIES

Europe

The EACCME® has signed agreements with the majority of European countries. For a full and updated list of signed agreements in Europe please visit <https://eaccme.uems.eu>.

The countries with which the EACCME® has signed agreements will recognise EACCME® credits.

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

USA

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

The issue of territoriality is very important; both organizations are fully responsible for the activities taking place or organized within their remit. The UEMS-EACCME® is the central body for accrediting events in Europe and the AMA is the central body for recognition of CME credits in the USA.

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



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Canada

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

The issue of territoriality is very important; both organizations are fully responsible for the activities taking place or organized within their remit. The UEMS-EACCME® is the central body for accrediting events in Europe and the RCPSC is the central body for accrediting events in Canada through its accredited providers.

I.2. DEFINITIONS

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

A live educational event can therefore be:

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

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



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Virtual event:

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

Webinar:

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

Hybrid event:

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

Recording:

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

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

E-Learning Materials or ELM: E-learning is learning utilizing electronic technologies to access an enduring educational content at a time convenient to a learner. In most cases, it refers to a course or programme delivered completely online. It should utilise modern available IT options. The accreditation of ELM is only for the educational content of the ELM and not the e-media used to deliver it.

Blended learning:

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

Continuing Professional Development (CPD) and Continuing Medical Education (CME):

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

Individual module:

An individual module is the basic unit of an ELM. It lasts between 30 minutes and 3 hours. To be considered an individual module, the content of the ELM has to be under the scope of the same medical specialty. Individual modules are self-paced learning experiences that may include a combination of written content, audio, video, or other visual elements. The content and format of an accredited module cannot change once accredited or for the period for which it is accredited. If the provider wishes to change the content or format, a new application needs to be submitted.

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

ELM Course:

A course is a set of related individual modules aimed at providing education on a specific field of knowledge. In order to claim CME credits from a course, it is mandatory for learners to complete the entirety of the course.

Educational e-platform:

A set of interactive and complementary online educational materials that provide learners with on-demand content to support the delivery and



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management of teaching and learning activities. An educational e-platform needs to have at least 10 individual modules that meet the EACCME® criteria for accreditation of ELM.

An e-platform is different from an ELM Course in which it is not mandatory for learners to go through all of the elements of the platform to claim credits. The learners may take any number of E-platform modules and in any order. The credits are awarded for each individual module completed.

Educational app:

The word "app" is the abbreviation for application. An app is an element of software that has to be downloaded and run on a computer, on a phone or any other electronic device. An educational app is a means of delivering Quality control of educational e-platforms and apps:

Due to the dynamic character of educational e-platforms and apps, providers are entitled to change/upgrade the educational content after the initial accreditation without submitting a new application. Providers need to make sure that the changed/upgraded content will stay within the scope and remit of the initial accreditation. Also, backend technologies and cosmetic changes may undergo updates as long as requirements for obtaining EACCME® accreditation are met.

For this reason, there is a mandatory quality control of educational e-platforms and apps by EACCME® reviewers to ensure that their content remains within the scope and remit of the initial accreditation. This quality control procedure takes place one year after accreditation has been granted. Providers need to inform the EACCME® of any changes/upgrades made to the content of the educational e-platform or app.

Failure to comply with the quality control procedure may lead to removal of the accreditation.

educational material that meets the EACCME® criteria for accreditation of



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ELM.

CME provider:

Individual / organisation responsible for developing the scientific content of a CME activity.

Professional Congress Organiser (PCO):

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

Bias:

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

Organising/Scientific Committee:

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

Faculty:

Faculty includes: invited speakers, session chairs, workshop trainers, round-table moderators, discussion facilitators, developers and presenters of

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educational content and format of e-learning material etc. It does not include abstract/open paper/slide/poster presenters, speakers in non-CME sessions, speakers in industry symposia and other non-accredited sessions.

Principal intended recipients

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

Medical officer (MO) taking responsibility for the application:

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

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

Medical Regulatory Authority:

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

Unrestricted financial support:

Unrestricted financial support is financial support offered to a provider by the sponsor through a transparent contract. It is the CME provider's responsibility to use the funding to the ends it sees fit without any constraints from the sponsor. All funding must be provided free of any attempt of the sponsor to influence the programme, individual sessions, subjects for discussion, content or choice of faculty members.



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Sponsor:

An individual, group, corporation or organization (for-profit and not for-profit) who provides financial (unrestricted financial support, exhibition booth, among others) or in-kind support (loan of equipment) in support of educational activities.

Micro-learning:

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

Conflict of Interest (COI):

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

Perceived conflict of interest:

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

Actual conflict of interest:

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



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II. GENERAL STATEMENTS

1. The European Union of Medical Specialists (henceforth, UEMS) established the European Accreditation Council for Continuing Medical Education (EACCME®), in January 2000, with the aim of encouraging the highest standards in development, delivery and harmonisation of Continuing Medical Education (CME) and Continuing Professional Development (CPD). This was to be achieved through the international accreditation of CME events and e-learning materials, and the establishment of a system for the international acceptance of CME credits.
2. The European Board of Radiology (henceforth, EBR) and the UEMS are cooperating since 2015 to organize jointly the accreditation of international live educational events (LEEs), accreditation of e-learning materials (ELMs) in imaging and since 2023 accreditation of blended learning.
3. The specialist body of the EBR, which is carrying out the proceeding of the accreditation in collaboration with the EACCME®, is called Accreditation Council in Imaging (hereafter, ACI). The ACI is operating under the umbrella of the Spanish entity named European Board of Radiology (EBR).
4. Within the framework of this collaboration, during the Content Review Process of Application, the EBR will assume the role of reviewing all contents and documents provided by the Applicant, through its specialist body and the EACCME® will ensure that the Application is duly reviewed by the National Accreditation Authority (NAA) of the country in which the LEE will be held, or the e-learning material used, for national approval.

Once the Application has been checked and evaluated by the NAA and by the ACI, the EACCME® will decide accordingly the number of European CME Credits (ECMECs) to be awarded.

The EACCME® is the final decision maker and will always grant CME Credits (ECMECs) following its own criteria.



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5. During the whole accreditation procedure, the EBR will receive from the Applicant the information and documentation required, and manage all communications exchanged, keeping a direct contact with the Applicant throughout all steps of the process.
6. As a result of the aforementioned, UEMS and EBR have implemented and approved these Terms and Conditions that describe the criteria and mechanisms for the accreditation of LEEs, e-learning materials in imaging and blended learning. These Terms and Conditions mirror the documents [UEMS 2023.07](#) for the accreditation of LEE, [UEMS 2023.08](#) for the e-learning materials and [UEMS 2023.09](#) for Blended Learning and are thus based on the criteria set out in the mentioned documents. The UEMS and the EBR, hereinafter are referred to as UEMS/EBR.
7. The scope of the accreditation granted accordingly to these Terms and Conditions is limited to: Live Educational Events (LEE), E-learning Materials (ELM) and Blended Learning.
8. These Terms and Conditions contain the updated criteria and mechanisms applied by UEMS/EBR during the accreditation process and serve as a binding contract between the UEMS/EBR and the Applicant for the accreditation (hereafter, the “**Applicant**”).

These Terms and Conditions include general provisions to be applied to any accreditation process, and specific ones depending on the accreditation’s object: Live events or a different type of e-learning material. In case of any conflict or inconsistency between general provisions (Part I, Part II and Part VI) and specific provisions (Part III, IV and V, essentially), the most specific provision must always prevail.

9. All Applicants must familiarize themselves with the Terms and Conditions before applying for accreditation.



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10. By paying the accreditation fee established in sections III.7 and IV.3 of this document, the Applicant agrees to these Terms and Conditions.

11. The EACCME® reserves the right to make the final decision in all matters relating to the accreditation of LEEs, ELMs in imaging and Blended Learning, including the final decision on the eligibility of applicants.

12. Who is eligible to apply for CME accreditation?

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

- An individual medical specialist;
- A university or hospital department;
- A scientific medical society;
- A national medical association;
- Applications by other types of providers will be considered on a case by case basis.

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

Other types of providers must co-develop an event: co-development is when two or more organizations, at least one of which must be a physician organisation, work together to develop a CME/CPD activity to be accredited.

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

- a medical communication agency;
- a professional congress organiser (PCO).

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

Types of organizations that are not considered for accreditation:

In case of Blended Learning and ELM:

- Pharmaceutical companies or their advisory groups;
- Medical/surgical devices companies;
- Other industry

In case of LEE:

- Pharmaceutical companies or their advisory groups;
- Medical/surgical devices companies;
- Medical/surgical software companies;
- Other industry

13.Types of CME/CPD Activities:

Which process do I use?

Type of application	Format	Duration	Number	Criteria
LEE	- Live on site - Streamed - Hybrid - Individual live webinar with the possibility to	Min. 30 minutes	1 application per LEE/live webinar	UEMS 2023.07

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	add the Recording option			
Webinar Package	- Live online - Possibility to add the Recording option	Min. 30 minutes – Max. 2 hours	Minimum 2 webinars per application	UEMS 2023.07
ELM	On-demand only	Min. 30 minutes – Max. 3 hours	See types of ELMs in UEMS 2023.08	UEMS 2023.08
Blended learning	Combination of two components: ELM + LEE	Min. 1 hour in total	1 application per blended learning	UEMS 2023.09

Live educational event (LEE)

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

Webinar Series (WebPack)

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



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E-learning material (ELM)

For on-demand material – please refer to PART IV - SPECIFIC REGULATIONS ON THE ACCREDITATION OF E-LEARNING MATERIALS (ELM), which mirror the ELM criteria (UEMS 2023.08).

Blended learning

- ✓ For CME combining one/several LEEs and one/several ELM module(s);
- ✓ Minimum one hour in total;
- ✓ ELM is linked to the specific LEE and is available for a maximum period of 12 months;
- ✓ One single registration fee for the entire educational material;
- ✓ Participants must attend all sessions;

The educational activity takes place within a period of 12 months

14. EACCME[®] General principles

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

Commercial influence and bias

- the education provided must be free of any commercial influence or bias;
- the education provided must be free of any form of advertising;
- educational sponsorship must be provided through an unrestricted financial support;
- educational materials provided entirely by a pharmaceutical or medical equipment industry will not be considered for accreditation;
- as a general principle, all scientific content of an activity must be clearly separated from the commercial component.



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Educational needs and learning objectives

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

Conflict of interest and resolution of conflict of interest

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

Learners' engagement and feedback

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

Quality control

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

Other healthcare professionals

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



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II. GENERAL PROVISIONS FOR THE ACCREDITATION OF LIVE EDUCATIONAL EVENTS (LEE), E-LEARNING MATERIALS (ELM) AND BLENDED LEARNING

APPLICATION STEPS AND REQUIRED DOCUMENTATION

a) Previous and mandatory steps before application:

- i. Before beginning the formal application process, the Applicant must complete, the application form available on the web page: <http://www.myebr.org/aci>
- ii. Once this short form has been fulfilled and sent by the Applicant, the ACI will check if the event and/or e-learning material proposed seems to fit in the scope of the accreditation process organized by EBR/UEMS being related to the imaging field.
- iii. Once this point has been checked and confirmed, the Applicant will receive an email from the ACI with all official documents (as listed in the following section III for LEEs, section IV for ELMs and section V for Blended Learning) that must be completed and sent by email to the ACI, in order to formally begin the application process. All official documents to be filled in will be provided by the ACI via email.
- iv. Therefore, the ACI will not accept any application or document presented in any other way than the one described by the ACI Accreditation department by email as soon as the Application has been received.
- v. By making an application, the Applicant, to the fullest extent permitted by laws, waives irrevocably and unconditionally the application of its own terms and conditions on the accreditation application.

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PART III - SPECIFIC REGULATIONS FOR THE ACCREDITATION OF <u>LIVE</u> <u>EDUCATIONAL EVENTS (LEEs)</u>
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III.1. REQUIREMENTS FOR THE ACCREDITATION OF A CME/CPD ACTIVITY

1. The essential criteria of application are listed in **Annex 1** (essential criteria to be met by the Applicant).
2. The only application form that will be accepted is that made available at the ACI website: <http://www.myebr.org/aci>.

III.2. SUBMISSION/EVALUATION/ACCREDITATION/APPEAL PROCESSES

The recommended time for submission of an application is at least 9 weeks from the planned start date of the event. The latest date for receipt of a fully completed application form, supporting documents and confirmed payment of ACI fee is 6 weeks before the planned start date of the event. Please see Chapter III.8. Trusted provider status for the deadlines that apply for trusted providers.

For submission between 6 and 5 weeks before the planned start date of the event, a late fee will be applied. To learn more about the fees, please see Chapter III.7. FEES AND PAYMENT POLICY.

The application will be then sent out for review by the ACI specialist reviewers and afterwards by the relevant National Accreditation Authority (NAA). Every time there is a delay in the process for which the Applicant is responsible (i.e. the reviewer(s) have questions for the applicants for which an answer is pending...), the clock stops.

Submission process

- The only application form that will be accepted is that made available at the ACI website: www.myebr.org
- No applications sent on paper will be considered.

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- ACI and the EACCME® will accept late applications up until between 6 and 5 weeks before the start of the event but a late application fee will be applied;
- As applications can only be received in English, applicants will be responsible for the translation of all submitted materials;
- For some countries or specialties, specific regulations might apply. Please check the EACCME® website for further information.

In order to have an application for accreditation considered by the ACI/EACCME®, the Applicant must:

- submit a fully completed application, in English (applicants will be responsible for the translation of all submitted materials), using the specific application form as provided by the ACI Accreditation department.
- the Applicant must submit fully completed the documents that will be made available by the ACI Accreditation department to the Applicant.
- full payment for the application shall be made, no less than six weeks from the planned start date of the LEE, and preferably more than nine weeks.
- ensure that suitable information has been provided for each of the essential criteria;
- provide confirmation by the medical practitioner who is taking responsibility for the application.
- provide confirmation by the Head of the Scientific Committee who is taking responsibility for the scientific programme.

The ACI/EBR and EACCME® commits to:

- providing, on its website, an ACI application form, based on the criteria set out in this paper;
- ensuring confidentiality regarding the application submitted;
- confirming, at the request of the Applicant, the following dates:
 - on which the EACCME® application was made by the ACI,
 - on which the EACCME® application was complete,

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- on which the application fee was cleared,
- the “starting date” – on which the EACCME® has begun its evaluation – which will be determined by the above two criteria (b & c) having been met,
- following the accreditation process;
- providing, at the request of the Applicant, a progress record of the application;
- publishing, on the EACCME® and ACI website, the list of accredited events.

Criteria and decision-making for accreditation

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

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

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

The NAA role is first and foremost to check if the application is compatible with the regulations in place where the LEE is held while the UEMS

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Section/Board or relevant ESAB conducts the scientific specialist review.

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

Amendment Procedure

1. The EACCME® recognises that some applications will fulfil almost all the criteria needed for accreditation but may not achieve the standard required for a small number of criteria. In accordance with its remit to encourage the improvement of the quality of CME/CPD, the EACCME® will permit the applicant, following request by the ACI, one opportunity to provide additional information.
2. Following activation of the amendment procedure, the clock for the processing time will stop pending receipt of the requested information or documents from the applicant, and the deadline for ACI to provide their decision will be extended accordingly. Other than through the mechanism of appeal (see below), this decision by the EACCME® shall be final.

Automatic Reconsideration

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



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Appeal

1. Should both EACCME[®] designated evaluation bodies reject the application, the applicant may still appeal. A decision to appeal must be lodged within one week and must be accompanied by full payment of the appeal fee. The appeal process will require a further two weeks from the date that the appeal was received. The fee will be € 297 for all such appeals.

2. The mechanism of the appeal will be:

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

III.3. SUBMISSION OF A WEBINAR PACKAGE APPLICATION

Conditions

- ✓ The WEBPACK system is designed for the accreditation of live-streamed webinars only;
- ✓ Live Educational Events (LEE) Criteria apply;
- ✓ All submitted webinars must be in the same medical specialty (e.g. all in oncology, or all in paediatrics etc.);
- ✓ They must be minimum 30 minutes each and maximum 2 hours each;
- ✓ The minimum fee is for 5 webinars;
- ✓ The minimum number of webinars to be submitted is 2;
- ✓ The application must be submitted at least 9 weeks before the start of the first webinar;

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- ✓ All webinars included in the WebPack must take place within 12 months from the starting date of the first webinar.
- ✓ The detailed programme, as well as all other supporting documents (Director's Declaration, COI forms, Event Evaluation Questionnaire, which will be made available by the ACI) must be provided for each webinar.
- ✓ The Recording option can be requested when applying for a webinar series.

N.B. If your webinars are in different medical specialties, or if they last longer than 2 hours, you will have to submit them using the Live Educational Event (LEE) procedure (one LEE application per live webinar).

III.4. ACCREDITATION OF THE FULL RECORDING OF A LEE

1. Principle

- It is an “extension” of the accreditation of a live event to its full recording made available on a website or platform.
- Partial recording will have to be submitted as an e-learning material once this partial recording has been transformed into e-learning module(s). For further information regarding e-learning materials, please consult “PART IV – SPECIFIC REGULATIONS ON THE ACCREDITATION OF E-LEARNING MATERIALS (ELM)” of the present document, which mirror the EACCME® Criteria for the Accreditation of ELM (UEMS 2023.08).

2. Validity

- The validity of this accreditation is for a maximum of six months after the live event has taken place.



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3. Submission process

- The recording option is requested by the ACI when the accreditation for the live event is requested. The recording option can also be requested at any stage of the accreditation process. Please note that this option will be activated at a later stage only upon receipt of the payment;
- The fee for the recording option amounts to 25% of the total fee.

4. Credits

- People viewing the recording during the six-month period after the event has taken place are entitled to CME credits, in the same way as the participants to the live event;
- The credits are granted, as for the live event, on the basis of actual “participation”, i.e., how many hours of CME the participants have viewed;
- The provider will therefore have to keep track of the use of the recorded material;
- The ACI/EACCME® recommends that providers implement some interactive elements within the recording to promote learner engagement;
- The participant will have to submit an event evaluation questionnaire before he/she is entitled to his/her credits, just like the participant at the live event;
- The maximum number of credits granted for watching the recording will be the same as for the live event and cannot exceed this number whatever the number of sessions attended or viewed;
- A participant may not obtain credits for participating at the live event and watching the same sessions as recordings.

III.5. OUTCOMES

1. Until confirmation of accreditation has been sent to the provider, the only permissible statement that can be made by the provider on material

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related to the LEE is **“An application has been made to the UEMS/EBR for CME accreditation of this event”**.

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

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

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

3. Accreditation by the UEMS/EBR of a LEE will be for the specific event designated on the application form. It is not permissible to transfer this accreditation to any other event.
4. Where a website, an electronic communication or a printed material lists EACCME®-accredited LEEs along with non-accredited LEEs, the provider must assure that learners can easily recognise the accreditation status. Listing a LEE not accredited by the EACCME® in a misleading way, suggesting that EACCME® has also accredited it, will lead to withdrawal of accreditation.



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III.6. MAJOR CAUSES FOR REJECTION OF AN APPLICATION AT THE LEVEL OF INITIAL REVIEW

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

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III.7. FEES AND PAYMENT POLICY

Fees:

The fee for an application to the UEMS/EBR for the accreditation of LEEs under these Terms and Conditions is determined in accordance with the expected total attendance of learners and is not dependent on the number of ECMECs® awarded.

As with any contractual agreement, all invoices that will be issued by the EBR must be paid by the Applicant.

The scale of fees is:

The EACCME® scale of fees for a Live Educational Event is:

From 1 to 50 participants:	€ 236.50
From 51 to 100 participants	€ 357.5
From 101 to 250 participants	€ 473
From 251 to 500 participants	€ 858
From 501 to 1,000 participants	€ 1303,5
From 1,001 to 2,000 participants	€ 1776,5
From 2,001 to 5,000 participants	€ 3547,5
More than 5,000 participants	€ 5912,5

The EACCME® scale of late fees for a Live Educational Event is:

From 1 to 50 participants	€ 357,5
From 51 to 100 participants	€ 539
From 101 to 250 participants	€ 709,5
From 251 to 500 participants	€ 1276
From 501 to 1,000 participants	€ 1958
From 1,001 to 2,000 participants	€ 2667,5
From 2,001 to 5,000 participants	€ 5324
More than 5,000 participants	€ 8871,5

The EACCME® scale of fees for a WebPack (Webinars Package) is:

From 2 to 5 webinars	€ 1182,5
From 6 to 10 webinars	€ 1776,5
Up to 20 webinars	€ 2601,5

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Up to 30 webinars	€ 3547,5
Up to 40 webinars	€ 4493,5
Up to 50 webinars	€ 5324
Up to 100 webinars	€ 9581
More than 100 webinars	€ 12655,5

The EACCME® scale of late fees for a WebPack (Webinars Package) is:

From 2 to 5 webinars	€ 1.303,5
From 6 to 10 webinars	€ 1.958
Up to 20 webinars	€ 2.838
Up to 30 webinars	€ 3.965,5
Up to 40 webinars	€ 5.148
Up to 50 webinars	€ 6.215
Up to 100 webinars	€ 11.357,5
More than 100 webinars	€ 15.614,5

The Recording option is available for a regular application, a late application and for a WebPack application and amounts to 25% of the total fee.

The above fees are VAT excluded.

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

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

EACCME® reserves the right, at its sole discretion, to change the fees at any time. Applications already submitted will be charged at the rate applicable at the time they were made.

In some specialties, the UEMS-EACCME® has particular agreements with European Specialty Accreditation Boards (ESABs). Through mutual agreements with each of these, the UEMS-EACCME® will submit all eligible applications in these fields to the relevant ESAB for their specialist review. Accordingly, ESABs are

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entitled to issue an invoice to providers in order to cover for their specific administrative tasks and provisions for quality assurance in their CME events.

Payment Policy:

1. Full payment must be received by the application deadline.
2. Only applications for which full payment has been received will be accepted.

Annex 2 contains a quick checklist for providers of a LEE with the necessary information to complete the application form.

III.8. TRUSTED PROVIDER STATUS**Trusted Provider status**

The EACCME® does not support the concept of accredited provider status as it offers no assurance regarding the robustness and fairness of the process when a provider has the right to accredit its own educational activities; this by itself undermines the quality of accreditation.

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

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

Benefits of Trusted Provider status:

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

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For trusted providers:

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

Submission

Recommended time for submission of an application is at least **8 weeks** from the planned start date of the event. The latest date for receipt of a fully completed application form, supporting documents and confirmed payment of ACI fee is **5 weeks** before the planned start date of the event.

For submission **between 5 and 4 weeks** before the planned start date of the event, a late fee will be applied. To learn more about the fees, please see Chapter III.7. FEES AND PAYMENT POLICY.

Criteria to be fulfilled in order to obtain the status of “Trusted Provider”

1) Minimum of 10 applications/year during the last 2 years

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

2) Consistent record of high quality applications

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

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3) If amendments have been required to the Applicant's applications

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

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

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

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

a) How can/do participants register in advance for an event?

b) Demonstrate that for each activity a needs assessment process has been completed, how that process was performed and what relevant educational needs have been identified from that process.

c) Explain how actual conflicts of interest are resolved in the case of an actual conflict of interest of a member of the Organising and/or Scientific Committee and/or of a speaker.

d) Explain how attendance is monitored at each session of an event and how EACCME® certificates are delivered to participants.

Granting of the “Trusted Provider” status

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

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

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

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

Loss of the status of “Trusted Provider”

The UEMS-EACCME® will monitor randomly selected activities organized by a Trusted Provider. Should the outcome of monitoring of the activity not be satisfactory, the report from the monitoring will be submitted to the EACCME® Governance Board that will consider retraction of the Trusted Provider status. The Board may ask the provider in question to provide additional information and explanations. If the Board finds the provider in breach with the UEMS EACCME® rules, the provider will lose the status of Trusted Provider for a defined period, not shorter than 1 year.

Annex 3 contains a quick checklist for Trusted providers with the information needed to complete the application form.

III. 9. SANCTIONS

Sanction if the final programme of the LEE is not compliant with EACCME® criteria.



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If the final programme that will be distributed to the participants at the LEE in a printed or electronic form differs from the accredited by EACCME® for this LEE and is not compliant with the EACCME®'s criteria, the provider will be fined (€ 550) and will not be allowed to apply for accreditation for:

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

III. 10.- ALLOCATION OF CREDITS

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

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

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

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

III. 11.- INSTRUCTIONS REGARDING EVENT MATERIAL SUCH AS ANNOUNCEMENTS, POSTERS, PROGRAMME BOOKLETS, WEBSITES, WEBSITE PROGRAMMES, ETC.

Annex 4 contains the instructions regarding sponsors and event material.



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PART IV - SPECIFIC REGULATIONS ON THE ACCREDITATION OF E-LEARNING MATERIALS (ELM)

IV.1 REQUIREMENTS FOR THE ACCREDITATION OF AN E-LEARNING MATERIAL

1. **Annex 5** contains all the **essential criteria** for the accreditation of an e-learning material.
2. The only application form that will be accepted is that made available at the ACI website: <http://www.myebr.org/aci>.
3. Types of E-Learning Materials

Individual module	<p>The module</p> <ul style="list-style-type: none"> - must last minimum 30 minutes - maximum 3 hours <p>The content and format of an accredited module cannot change once accredited or for the period for which it is accredited. If the provider wishes to change the content or format, a new application needs to be submitted.</p>	<p><u>One application per module</u></p> <p>Accreditation valid for twoyears</p> <p>0.5 ECMEC® per 30 min (30min of education)</p>
Series of individual modules	<p>Each module</p> <ul style="list-style-type: none"> - must last minimum 30 minutes - maximum 3 hours <p>The content and format of an accredited module cannot change once accredited or for the period for which it is accredited. If the provider wishes to change the content or format, a new application needs to</p>	<p><u>One application per module</u></p> <p>Accreditation valid for twoyears</p> <p>0.5 ECMEC® per 30 min (30min of education)</p>

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	be submitted.	
E-platform	<ul style="list-style-type: none"> - must have a <u>minimum of 10 modules available from the start</u> - modules must last <ul style="list-style-type: none"> ▪ minimum 30 minutes ▪ maximum 3 hours - modules must be <ul style="list-style-type: none"> ▪ complementary ▪ be part of the same educational scope - the educational content of an accredited ELM can be changed/upgraded after the initial accreditation without submitting a new application, but providers have to make sure that the content will stay within the scope and remit of the initial accreditation. 	<p><u>One application for the whole platform</u></p> <p>Accreditation valid for two years</p> <p>Quality Control review after 1 year will be charged (297€).</p> <p>0.5 ECMEC® per 30 min (30min of education)</p>



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App	<ul style="list-style-type: none"> - the app must be already available at the time of the submission. - possibility to apply for <ul style="list-style-type: none"> o an individual app o a series of individual apps o an e-platform app (<u>minimum 10 modules available from the start</u>) - individual app or series of individual apps: the content and format of an accredited module cannot change once accredited or for the period for which it is accredited. If the provider wishes to change the content or format, a new application needs to be submitted. - e-platform app: the educational content of an accredited ELM can be changed/upgraded after the initial accreditation without submitting a new application, but the content must stay within the scope and remit of the initial accreditation. 	<p><u>One application per individual app</u></p> <p><u>One application for the whole e-platform app</u></p> <p>Accreditation valid for two years</p> <p>Quality Control review after 1 year will be charged (297€).</p> <p>0.5 ECMEC® per 30 min (30 min of education)</p>
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IV.2. SUBMISSION/EVALUATION/ACCREDITATION/APPEAL PROCESS

If there is a fixed date when the e-learning material will go live and will be available for use to learners, the recommended time for submission of an application is at least 9 weeks from the planned launch of the online material.

An application will be sent out for review when the EACCME® office considers the application to be complete and has received payment of the accreditation fee.

Every time there is a delay in the process for which the applicant is responsible (cf. amendment procedure), the clock stops.

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Submission process:

- The only application form that will be accepted is that made available at the ACI website: www.myebr.org
- No applications sent on paper will be considered.
- ACI and the EACCME[®] will not accept late applications;
- As applications can only be received in English, applicants will be responsible for the translation of all submitted materials.

On application for accreditation by the ACI/EACCME[®], the Applicant will provide:

- A link to the complete material with three sets of logins for the reviewers to access the material;
- The final product of the material needs to be available online;
- A fully completed ACI application form (shall be provided by ACI via email), confirmed by the medical practitioner who is taking responsibility for the material;
- Full payment of the application fee.

In dealing with the application, ACI/EBR and EACCME[®] commits to:

- provide, on its website, the application form, based on the criteria (essential and desirable) set out in this paper;
- ensuring confidentiality regarding the application submitted;
- confirming, at the request of the Applicant, the following dates:
 - on which the material was received,
 - on which the application was complete,
 - on which the application fee was cleared,
 - the “starting date” – on which the EACCME[®] has begun its evaluation – which will be determined by the above two criteria (b & c) having been met,
 - choosing, from a pool of suitably-trained specialists, two assessors who have expertise appropriate to the material submitted;

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- providing, at the request of the Applicant, a progress record of the application;
- publishing, on the EACCME® website and the ACI website, the list of accredited ELMs.

Criteria and decision-making for Accreditation

1. The Material and the application form will be reviewed by the designated ACI and EACCME® assessors.
2. **For a positive decision** by the ACI and EACCME® assessors, in favour of the accreditation, all essential criteria, and at least one desirable criterion must be confirmed and achieved by the submitted material. As a specific point, the assessor also will be required to confirm whether, according to their use of the material, the stated learning objectives have been fulfilled.
3. In order for the EACCME® to accredit the material, the assessors must support the application.

Amendment Procedure

1. The EACCME® recognises that some applications may fulfil almost all the criteria needed for accreditation but be lacking in a small number. In accordance with its remit to encourage the improvement of the quality of CME/CPD, the EACCME® will provide feedback and recommendations for amendments to the material submitted by the Applicant.
2. The EACCME® will permit the applicant one opportunity, at no additional charge, to submit a revised version of the material for accreditation. This amended submission must be provided within three weeks of the EACCME®'s request for amendment or the EACCME® reserves the right to reject the application without further assessment.
3. The EACCME® commits to providing a decision within two weeks of receipt



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of the amended submission. Other than through the mechanism of appeal (see below), this decision by the EACCME® shall be final.

Appeal

1. Automatic appeal/automatic reconsideration – should the two designated EACCME® assessors differ in their assessment, an automatic appeal will be triggered, and the applicant will be informed that this has occurred. This automatic appeal will be completed within the timescale applicable for any application and will be performed at no further cost to the Applicant.
2. Appeal by the Applicant – should both designated ACI/EACCME® assessors reject the application, the Applicant may appeal. This will require a further two weeks from the date that the appeal, and the clearance of the appeal fee, is confirmed as having been received by the EACCME®. The appeal fee will be € 445.50.
3. The mechanism of the Appeal will be:
 - the Secretary General of the UEMS (or his/her nominee) will review all the information provided on the application form, any supplementary permissible correspondence and may ask for additional information to all parties involved. The Secretary General will discuss the application with the two EACCME® designated evaluation bodies for the initial review, if needed;
 - the appeal decision of the EACCME® will be final.



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IV.4. FEES AND PAYMENT FOR INDIVIDUAL E-LEARNING MODULES

The fee for application to the UEMS/EBR for its accreditation of an e-Learning material in Imaging under these Terms and Conditions, will be:

- | | |
|--------------------|-----------|
| • 1 module | € 654,5 |
| • up to 10 modules | € 1.303,5 |
| • up to 20 modules | € 1.952,5 |
| • up to 30 modules | € 2.601,5 |
| • up to 40 modules | € 3.905 |

The above fees are VAT excluded.

Should an Applicant appeal, in accordance with the procedure set out in this document, the UEMS/EBR will charge an additional appeal fee of € 445.50

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

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

Payment Policy:

1. Full payment must be received for the application process to begin
2. Only applications for which full payment has been received will be accepted.



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IV.5. ACCREDITATION OF EDUCATIONAL E-LEARNING PLATFORMS

1. UEMS/EBR will accredit **educational e-learning platforms** and **not websites**. The accreditation is for educational content of the platform and not the e-media used to access and use it.

2. For an educational e-platform to be accredited:

- a. The educational material must be complementary and part of the same educational scope.
- b. The platform has to have different teaching e-learning modules addressing from different angles the same overarching topic of specialist practice.
- c. Please note that a single course even if composed of 10 educational modules or more is not an e- platform and must be submitted as separate individual modules.
- d. The e-platform must meet the criteria that apply to ELM
- e. It is up to the provider to ensure that the material submitted for accreditation is compatible with UEMS/EBR criteria for ELM.

3. Submission/ evaluation/ accreditation/ appeal processes

- a. The submission/ evaluation/ accreditation/ appeal processes will be as described for EACCME[®] ELM with two exceptions:
 - Instead of completing the application form for the single ELM, the provider will need to complete it for the whole platform he/she wishes to have accredited.
 - The EACCME[®] review will not cover each and every single one of the e-learning modules of the platform but it will be a selective review of no less than 10% of the submitted modules.
- b. The list of accredited e-platforms will be published on the EACCME[®] and ACI websites.

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4. Modifications and quality control

Modifications of e-platforms are allowed according to principles stated in the definition of “Quality control of educational e-platforms and apps”.

There is periodical quality control of the educational e-platforms by ACI and EACCME[®] to ensure that their content remains within the scope and remit of the initial accreditation.

The reviewers will report to the EACCME[®] for any concerns raised by the quality control appraisal.

5. Fees

- Up to 10 modules	€ 1.303,5
- Up to 20 modules	€ 1.952,5
- Up to 30 modules	€ 2.601,5
- Up to 40 modules	€ 3.905
- Up to 50 modules	€ 6.506,5
- Up to 100 modules	€ 9.757
- More than 100 modules	€ 13.007,5

The above fees are VAT excluded.

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

6. Credits

The credits for the users of the platform will be 0.5 credit for every half hour (30 minutes of actual e- learning excluding introductions etc.) of use, provided that the users have completed a module and have passed the relevant



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assessment.

It is the provider's responsibility to assess the duration of the ELM and to determine the number of credits accordingly following the principle stated above.

The provider will be responsible for ensuring that there is a mechanism in the platform to ensure that a module has been completed, an assessment has been passed and for awarding the relevant number of credits. Compliance of the provider with this process will be checked during the annual review of the platform by the EACCME®.

7. Validity of the accreditation

The accreditation will be valid for 2 years. After two years, if the provider wishes for the platform to be re-accredited, a new application has to be submitted to the ACI.

IV. 6. ALLOCATION OF CREDITS

Allocation of European CME Credits (ECMECs) for e-learning materials:

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

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

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

IV.7. SPECIAL PROVISIONS FOR THE ACCREDITATION OF E-LEARNING MODULES OF APPS

Accreditation of the e-learning modules delivered through apps is possible as long as the apps don't serve for example as "tools" for attending a Congress or just means of communication. As long as the providers can prove that the app contains educational material in the modular form that meets the same criteria as the

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applications for educational e-platforms, the educational content of the app can be accredited following the same process, pricing and award of credits as for the educational e-platforms. Please consult the chapter **IV.5. ACCREDITATION OF EDUCATIONAL E-LEARNING PLATFORMS/ 5. Fees** for the fees that apply for apps, which correspond the fees for accreditation of e-platforms.



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IV.8. OUTCOMES

1. Confirmation of accreditation of the material by the UEMS/EBR will permit the provider to use a statement to this effect (prepared by the EACCME®) on and within the material. This will be confirmed on the EACCME® website, and the number of ECMEC®s (as 0.5 ECMEC® per 30 minutes of education) will be stated. **Only after confirmation of accreditation has been received can the provider use the UEMS-EACCME® or EBR/ACI logo on material related to the e-learning module(s).**

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

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

2. Accreditation by the UEMS/EBR of e-CPD/CME materials will be time-limited for a period of two years from the date of confirmation of accreditation. This date, and the expiry date, will be displayed on the EACCME® website, and the confirmation of accreditation will be removed from the website after this period has elapsed.

3. The EACCME® will permit, on request by the provider, the accreditation of translated versions of the originally accredited material as long as this does not involve any alteration of the content.

4. Accreditation of the material will not be transferable, and will only be permitted for the defined material, in the particular format, by the



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specified provider. Any breach of this rule will lead to the withdrawal of accreditation.

5. An application shall be limited to a single process of assessment for accreditation. As indicated in this document, this process normally will incorporate the assessment by assessors, one opportunity for improvement if deemed appropriate (amendment procedure), and the potential for one appeal. Beyond these steps, and the timescales set out above, should the EACCME[®] reject the application, no further opportunity for re-assessment will be offered, other than by a new application.

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

IV.9. MAJOR CAUSES FOR REJECTION OF AN APPLICABLE AT THE LEVEL OF INITIAL REVIEW

The Applicant must not attempt to influence the decision of the EACCME[®]. Specifically, any attempt to contact the reviewers of the application will result in automatic rejection of the application and forfeiture of the fee.

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PART V – SPECIFIC REGULATIONS ON THE ACCREDITATION OF BLENDED LEARNING

V.1 REQUIREMENTS FOR THE ACCREDITATION OF A CME/CPD ACTIVITY

1. **Annex 6** contains all the **essential criteria** for the accreditation of a CME/CPD activity.

V.2. SUBMISSION/EVALUATION/ACCREDITATION/APPEAL PROCESSES

The recommended time for submission of an application is at least 9 weeks from the planned start date of the educational material. The latest date for receipt of a fully completed application form, supporting documents and confirmed payment of the EACCME[®] fee is 6 weeks before the planned start date of the educational material.

For submission between 6 and 5 weeks before the planned start date of the event, a late fee will be applied.

Every time there is a delay in the process for which the applicant is responsible (i.e. the reviewer(s) have questions for the applicants for which an answer is pending...), the clock stops.

Submission process

- ✓ The only application form that will be accepted is that made available at the ACI website: www.myebr.org;
- ✓ No applications sent on paper will be considered.
- ✓ The ACI/EACCME[®] will accept late applications up until 5-6 weeks before the start of the educational material but a late application fee will be applied;
- ✓ As applications can only be received in English, applicants will be responsible for the translation of all submitted materials.
- ✓ For some countries or specialties specific regulations might apply. Please

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check EACCME website for further information.

In order to have an application for accreditation considered by the ACI/EACCME[®], the applicant must:

- ✓ submit a fully completed application, in English, using the specific application form made available by the ACI Accreditation department via email.
- ✓ provide this completed application form, with all relevant documents, that will be made available by the ACI via email and full payment for the application, no less than six weeks from the planned start date of the educational material, and preferably more than nine weeks;
- ✓ ensure that suitable information has been provided for each of the essential criteria;
- ✓ provide confirmation by the medical practitioner who is taking responsibility for the application.
- ✓ provide confirmation by the Head of the Scientific Committee who is taking responsibility for the scientific programme.

The ACI/EBR and EACCME[®] commits to:

- ✓ providing, on its website, an ACI application form, based on the criteria set out in this paper;
- ✓ ensuring confidentiality regarding the application submitted;
- ✓ confirming for the applicant, at his/her request, the following dates:
 - on which the EACCME[®] application was made by the ACI,
 - on which the EACCME[®] application was complete,
 - on which the application fee was cleared,
 - the “starting date” – on which the EACCME[®] has begun its evaluation – which will be determined by the above two criteria (b & c) having been met,
- ✓ following the accreditation process;
- ✓ providing, at the request of the Applicant, a progress record of the application;
- ✓ publishing, on the EACCME[®] and ACI website, the list of accredited

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educational materials.

Criteria and decision-making for accreditation

1. The Material and the application form will be reviewed simultaneously by the two EACCME[®] designated evaluation bodies:

- a) the National Accreditation Authority (NAA) of the country within which the LEE will be held; and
- b) the relevant Speciality-based organisation, whether UEMS Section and Board, or partner European Speciality Accreditation Board (ESAB), in this case, the Accreditation Council in Imaging (ACI).

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

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

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

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

Amendment Procedure

1. The EACCME[®] recognises that some applications will fulfil almost all the criteria

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needed for accreditation but may not achieve the standard required for a small number of criteria. In accordance with its remit to encourage the improvement of the quality of CME/CPD, the EACCME[®] will permit the applicant, following request by the EACCME[®], one opportunity to provide additional information.

2. Following activation of the amendment procedure, the clock for the processing time will stop pending receipt of the requested information or documents from the applicant, and the deadline for EACCME[®] to provide their decision will be extended accordingly. Other than through the mechanism of appeal (see below), this decision by the EACCME[®] shall be final.

Automatic Reconsideration

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

Appeal

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

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

The fee will be € 297 for all such appeals.

2. The mechanism of the appeal will be:

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

V.3. OUTCOMES

1. Until confirmation of accreditation has been sent to the provider, the only permissible statement that can be made by the Provider on material related to the educational material is “An application has been made to the UEMS/EBR for CME accreditation of this educational material”.
2. Confirmation of accreditation of the educational material by the UEMS/EBR will permit the Provider to use a statement to this effect (prepared by the EACCME[®]) on and within the material. This will be confirmed on the EACCME[®] website, where the maximum number of ECMEC[®]s granted will be stated. Only after confirmation of accreditation has been received can the provider use the UEMS-EACCME[®] and EBR logos on material related to the educational material.

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

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

3. Accreditation by UEMS/EBR of an educational material will be for the specific

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educational material designated on the application form. It is not permissible to transfer this accreditation to any other educational material.

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

V.4. MAJOR CAUSES FOR REJECTION OF AN APPLICATION AT THE LEVEL OF INITIAL REVIEW

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



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5. Any unauthorised/inappropriate use of the UEMS-EACCME® or EBR-ACI logo will result in action being taken by the UEMS or EBR respectively.

V.5. ALLOCATION OF EUROPEAN CME CREDITS (ECMEC®s)

Live educational events (LEEs):

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

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

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

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

E-learning materials (ELMs):

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

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

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

V.6. FEES AND PAYMENT POLICY

The fee for an application to the EACCME® for the accreditation of Blended Learning is determined in accordance with the expected total attendance of

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Learners and is not dependent on the number of ECMEC[®]s awarded. As with any contractual agreement, all invoices must be paid.

The EACCME[®] scale of fees for Blended Learning is:

From 1 to 50 participants:	€ 891
From 51 to 100 participants	€ 1.006,5
From 101 to 250 participants:	€ 1.127,5
From 251 to 500 participants:	€ 1.512,5
From 501 to 1,000 participants:	€ 1.952,5
From 1,001 to 2,000 participants:	€ 3.074,5
From 2,001 to 5,000 participants:	€ 4.851
More than 5,000 participants:	€ 7.216

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

From 1 to 50 participants:	€ 1.012
From 51 to 100 participants	€ 1.188
From 101 to 250 participants:	€ 1.364
From 251 to 500 participants:	€ 1.930,5
From 501 to 1,000 participants:	€ 2.607
From 1,001 to 2,000 participants:	€ 3.965,5
From 2,001 to 5,000 participants:	€ 6.627,5
More than 5,000 participants:	€ 10.175

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

The above fees are VAT excluded.

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

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

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

V.7. APPLICATION FOR PROVIDERS

The information to complete the application form are listed in **Annex 7** (check list of information to be met by the Providers).

V.8. SANCTIONS

Sanction if the final programme of the educational material is not compliant with EACCME[®] criteria.

If the final programme that will be distributed to the participants in the educational material in a printed or electronic form differs from that accredited by EACCME[®] for this educational material and is not compliant with the EACCME[®]'s criteria, the provider will be fined (€ 550) and will not be allowed to apply for accreditation for:

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



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V.9. INSTRUCTIONS REGARDING EVENT MATERIAL SUCH AS ANNOUNCEMENTS, POSTERS, PROGRAMME BOOKLETS, WEBSITES, WEBSITE PROGRAMMES, ETC.

Annex 4 contains the instructions regarding sponsors and event material.



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**PART VI- GENERAL DISPOSITIONS OF THE PROCEEDING FOR THE
ACCREDITATION OF LEEs, E-LEARNING MATERIALS AND BLENDED
LEARNING**

VI.1. TERMINOLOGY AND INTERPRETATION

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

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

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

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

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

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



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VI.2. SCOPE

These Terms and Conditions shall apply to the accreditation application made by the Applicant through the ACI/EBR website (<http://www.myebr.org/aci>) and shall govern any service or any product supplied by the ACI/EBR to the Applicant in this framework, unless specifically agreed otherwise in writing by the Parties.

By making an application, the Applicant, to the fullest extent permitted by law, waives irrevocably and unconditionally the application of its own terms and conditions to the ACI/EBR accreditation application launched by it.

VI.3. INTELLECTUAL PROPERTY RIGHTS

Copyrights and other relevant intellectual property rights exist on all texts relating to EBR/UEMS and/or EACCME® and the full content of the website of EBR shall always remain the exclusive and entire property of EBR/UEMS and/or EACCME®.

The EBR, UEMS and EACCME®'s logos, brands names and specific features in the website of the EBR are registered trademarks of the EBR, UEMS and/or EACCME® in the European Union.

Only after the confirmation of accreditation has been made the Applicant is allowed to use the EBR/UEMS and EACCME® logos on material related to the LEE or ELM. Any unauthorized use of these logos will result in action being taken by the EBR/UEMS, including, but no limited thereto, legal proceedings.

VI.4. CONFIDENTIALITY

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



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

VI.5. PRICES

The fee for a EBR/UEMS accreditation application relating to a live event and to an e-learning module and blended learning is determined according with the principles set forth in the “Accreditation of Live Educational Events by the EACCME®”(LEE)” and the “EACCME® Criteria for the Accreditation of E-Learning Materials (ELM)” and the EACCME® Criteria for the Accreditation of Blended Learning documents that are available through the following link: <https://eaccme.uems.eu>.

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

The fee for a EBR/UEMS accreditation application relating to an **e-learning material** is determined in accordance with the number of modules. The Applicant shall submit in good faith the number of modules for the accredited e-learning material. When the Applicant submits a number of modules below the number of actual modules, the EBR/UEMS will send an additional invoice based on the actual number of modules.

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



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

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

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

UEMS/EBR reserve the right, in its sole discretion, to change its fees at any time. An accreditation application submitted before a modification of the fee will be charged at the rate applicable at the time that it was made.

The Applicant acknowledges and agrees that the review by UEMS/EBR of accreditation application shall only start if the fee has been entirely paid.

VI.6. PAYMENT

Bank transfers are acceptable methods of payment. In the case of a bank transfer our terms are payment in full and free of bank charges within seven days of the date of receipt of the invoice. Provision of service by the UEMS /EBR will only be performed upon receipt of the full payment upon submission.

Any delay in payment shall give rise to interests on the account of late payment, according to Spanish Law. EBR reserves the right to seek recovery of any monies remaining unpaid sixty days from the date of invoice via debt collection agencies and/or through court. In such circumstances, Applicant shall be liable for any and all additional administrative and/or court costs.

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

VI.7. LIABILITY

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

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

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

VI.8. TERMINATION OF AGREEMENTS AND REFUNDS POLICY

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

In case of serious breach of these Terms and Conditions which is not remedied within 5 days of notice by UEMS/EBR to the Applicant, the UEMS/EBR shall have the right to terminate a service agreement without compensation. This termination shall be notified in writing to the Applicant. No refund shall be offered, and the UEMS/EBR reserves the right to claim an additional



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compensation from the Applicant by reason of any loss caused by his/her/its misconduct.

VI.9. CANCELLATION POLICY

The UEMS/EBR will permit an application to be withdrawn within one week of submission for any reasonable reason provided by the Applicant and will return the application fee if it was already paid. The Applicant will be charged with a processing fee and any bank charges that are incurred.

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

VI.10. POSTPONEMENT POLICY

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

Once the application has been sent to review, the UEMS/EBR will not accept any postponement anymore, except in exceptional circumstances to be duly justified by the Applicant and upon written acceptance of the UEMS/EBR.

VI.11. REJECTION POLICY

In the case of a rejection of an application, UEMS/EBR will not refund the paid fee at the time of application.

VI. 12. INCOMPLETE APPLICATION POLICY

If the Applicant does not complete his/her/its application within the deadlines set by this Terms and Conditions, the application will be automatically rejected without any reimbursement.

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VI. 13. DATA PROTECTION AND PRIVACY

1. EBR agrees and undertakes to comply with all applicable EU and national legislation in the field of personal data protection and privacy laws and in particular Spanish Fundamental Law 15/1999, dated December 13th, on Protection of Personal Data and its corresponding regulations (Law 3/2018 of December 5, on Personal Data Protection), and from May 25, 2018, the Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR).
2. Providers allow the EBR to store and treat their personal data. The EBR shall not use such personal data for purposes other than those related to the ACI /EACCME accreditation herein listed:
 - a. Purpose I: management of the providers applications for the accreditation of their live educational events or e-learning materials.
 - b. Purpose II: EBR communications relating information and advertising of products and services of the company, under the express consent of the candidate.
3. Any provided data will be kept for the period of duration of the accreditation process in which it was collected and during the period in which the contractual relationship between the user and EBR remains in force, as well as for as many required years as to comply with legal obligations. Any data processing relating Purpose II (advertisement and communications) shall not exceed a period of THREE (3) years since the date the event/ e-learning material was accredited.
4. The provided data will not be transferred to third parties except in cases in which there is a legal obligation to do so or in which we have obtained your previous and express consent. EBR ensures that its employees and subcontractors who obtain or have access to such personal data comply at

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all times with the applicable legislation in terms of privacy and protection of personal data and have undertaken the same obligations as the relevant Party has under the present Agreement; supervises the Data Processing, which shall be performed under a legitimate interest; and undertakes to conduct, when applicable, Risk Analysis or Impact Assessment (DPIA) on Data protection.

5. Providers may exercise their right of information, access, rectification, cancellation, opposition, deletion, transmission, limitation of the processing and to not be subject to automatic individual decisions in relation with their personal data. The exercise of these rights must be made in writing, to the following contact details:

Responsible: EUROPEAN BOARD OF RADIOLOGY, S.L.

NIF: B-65668006

Mailing address: Av. Diagonal, 383, SA. 08008 Barcelona (Spain)

Email: administration@myebr.org

VI.14. FORCE MAJEURE

Neither party shall be liable to the other for any failure to perform any obligation under any agreement which is due to an event beyond the control of such party including but not limited to any terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of his/her/its control, which causes the failure to perform any obligation or the termination of an agreement or contract entered into, nor which could have been reasonably foreseen.

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

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consequences of the force majeure on the contract or the agreement as much as possible.

VI.15. WAIVER

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

VI.16. SEVERABILITY

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

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

VI.17. COMMUNICATION

The **EBR** registered office is located at Av. Diagonal 383, SA 1a, 08008 Barcelona, SPAIN. The EBR is registered in Spain in Barcelona. Commercial Register, under book 42.942, page 117, number B-420225, NIF-B65668006.

Email: accreditation@myebr.org



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Other contact information, can be requested on our [Contact Us](#) link on our website.

The **UEMS** registered office is located at Rue de l'Industrie, 24, BE-1040 Brussels, BELGIUM. The UEMS-EACCME® is registered in Belgium under the registration number: 0469.067.848

VI.18. AMENDMENTS

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

UEMS/EBR reserves the right to change these Terms and Conditions from time to time as it sees fit it being specified that an accreditation application submitted before a modification of the present Terms and Conditions shall remain governed by the terms and conditions applicable at the time that it was made.

VI.19. CHOICE OF LAW AND JURISDICTION

The laws of Spain govern exclusively these terms and conditions and all relationships between the UEMS/EBR and the Applicant.

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