

## Terms and Conditions for EBAC® “Accredited Providers” (AP)

The European Board for Accreditation of Continuing Education for Health Professionals (EBAC®) offers two accreditation options for providers who wish to have their educational activities accredited:

### 1. EBAC® Activity Accreditation System

Providers must submit each individual educational activity for accreditation. The accreditation decision is made by EBAC® for every activity applied for.

### 2. EBAC® Provider Accreditation System (Accredited Providers)

The provider is accredited by EBAC® upon committing to exclusively and consistently apply EBAC® rules in the planning, delivery, and post-processing of all their educational activities. This option enables providers to engage on a long-term basis in the continuous development and improvement of quality standards in CME/CPD.

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The terms and conditions for **Accredited Providers (AP)** are outlined in more detail below:

1. To be eligible in the EBAC® Provider Accreditation System providers need to be a legal entity and not under the influence of commercial interests.
2. The application process to become an EBAC® Accredited Provider consists of an application in writing, followed by an interview. The application form can be found under <https://services.ebac-cme.org/app/EBACMgmt/wa/registerAsProvider>
3. Approval as an EBAC® Accredited Provider is time-limited.
4. Accredited Providers are required to inform EBAC® without delay of any changes in their legal status or statutory regulations that may affect their eligibility to continue operating within the EBAC® Provider Accreditation System.
5. Accredited Providers must possess adequate human, technical, financial, and physical resources to ensure compliance with EBAC® standards. This includes responsibility for:



- Ensuring professional independence in the planning, delivery, post-processing, and funding of the AP's CME/CPD activities
  - Conducting needs assessments and/or defining learning objectives for CME/CPD activities
  - Overseeing content development and maintaining educational quality
  - Implementing evaluation and outcomes measurement processes
  - Maintaining effective communication with the EBAC® Office
  - Ensuring appropriate staff training in accordance with EBAC® requirements
  - Representing the Accredited Provider at EBAC® provider meetings
- 6.** The entire approval process shall remain under the sole responsibility of the Accredited Provider and must be fully documented within the EBAC® application system. This requirement also applies to any joint providership arrangements (i.e., where the AP collaborates with an eligible but non-accredited provider).
- 7.** The Accredited Provider shall define an appropriate timeframe for the processing of applications (N.B. post hoc accreditation is strictly prohibited). Activities conducted under joint providership must be declared separately to EBAC® in the annual report.
- 8.** The Accredited Provider shall organise all its educational activities in accordance with the requirements set out in the applicable EBAC® documents.
- 9.** All staff involved in EBAC®-accredited activities shall have completed appropriate training prior to the accreditation of the Accredited Provider.
- 10.** Any change in staff responsible for accreditation activities shall be communicated to EBAC® preferably before the change takes effect, and no later than one week thereafter.
- 11.** Any significant changes in the governance structure or in the stakeholders/ members of the governance bodies of the Accredited Provider (AP) shall be notified to EBAC® prior to, or at the time of, their entry into force.
- 12.** The Accredited Provider shall nominate a senior-level representative (typically at Board level) to serve as the official contact person for EBAC®.

**13.** EBAC® shall inform the Accredited Provider of any changes to the accreditation requirements by means of a Newsletter. The AP shall implement such changes within three (3) months of receipt of the Newsletter.

**14.** The Accredited Provider shall determine on an annual basis the applicable category under the EBAC® Price List for Accredited Providers. In the absence of written notification by 30 November at the latest, the current fee category shall automatically continue for the following calendar year.

**15.** The Accreditation Statement for the Accredited Provider shall be valid for three (3) years in the first instance. An initial one-year entry phase (“provisional accreditation”) shall apply. During this provisional period, the provider shall be entitled to refer to itself as an “EBAC® Accredited Provider.” The renewal process shall commence six (6) months prior to the expiration of the Accreditation Statement. Renewed accreditation shall be valid for five (5) years. The recognition fee for obtaining or renewing Accredited Provider status in the EBAC® system shall be €500.00 (plus VAT, if applicable).

**16.** The Accredited Provider shall submit an annual report to EBAC® through the EBAC® Management System by 15 February for the preceding calendar year, specifying:

- a. The number and type of educational activities organised by the AP (reported separately for its own activities and for activities conducted under joint providership).
- b. The results of evaluations/outcomes measurements. If the AP exclusively uses the online EBAC® Standard Evaluation form, this does not apply.
- c. The development plan for the forthcoming year(s).

**17.** EBAC® shall reserve the right to withdraw approval as an EBAC® Accredited Provider if significant misconduct is documented. An appeal against such a decision may be submitted once and must:

- Be sent in writing to the EBAC® Office no later than five (5) working days following the accreditation decision.
- Specify the items of the accreditation process to which the appeal relates.



The final decision on the appeal shall be issued by EBAC<sup>®</sup> within four (4) weeks from the start of the appeals process.

**18.** The Accredited Provider shall display the following statement on the front page of all educational and promotional materials: “(Name of organisation) is an EBAC<sup>®</sup> Accredited Provider since (year of first accreditation).”

**19.** The Accredited Provider shall be responsible for managing all matters related to registration, documentation of participation, and distribution of EBAC<sup>®</sup> certificates of attendance. The AP shall also maintain participants’ lists for a period that complies with applicable national legislation, but in no case for less than five (5) years.

**20.** The official working language for all EBAC<sup>®</sup>-accredited continuing education activities, as well as for EBAC<sup>®</sup> documents and administrative matters, shall be English.

**21.** These Terms and Conditions, as well as all relationships between EBAC<sup>®</sup> and the Accredited Providers, shall be governed exclusively by the laws of Germany. Any disputes arising from these Terms and Conditions or from any related agreements shall fall under the exclusive jurisdiction of the courts and tribunals of Cologne, Germany.