Terms and Conditions for “EBAC® Accredited Providers”

The European Board for Accreditation of Continuing Education for Health Professionals (EBAC®) offers different options to providers, who want to get their educational activities accredited by EBAC®:

1. EBAC® activity accreditation system: Providers need to apply for every single educational activity, accreditation decision to be taken by EBAC®
2. EBAC® provider accreditation system: Provider is accredited by EBAC® upon commitment to exclusively and consistently apply EBAC® rules in planning, conduct and post-processing of their educational activities. This offers providers an opportunity to become engaged on a long-term basis in further development and improvement of standards and quality in CME/CPD.

Terms and conditions for provider accreditation are described in more detail below.

1. To be eligible in the EBAC® activity accreditation system providers need to be a legal entity and not under the influence of commercial interests.
2. The application procedure to become an EBAC® accredited provider consists of an application in written and an interview.
3. Approval as a provider in the EBAC® provider accreditation system is time limited.
4. It falls under the duties of providers to inform EBAC® immediately after any changes in legal status or statutory regulations have come into effect which preclude to continue as a provider in the EBAC® system.
5. Accredited Providers (AP) must have the necessary human, technical, financial and physical resources to manage the AP’s
   - assessment and delivery of professional independence in the planning, delivery, post-processing and funding of the AP’s CME-CPD activities
   - needs assessment/determination of learning objectives of the AP’s CME-CPD activities
- content development and educational quality of the AP’s CME-CPD activities
- evaluation/outcomes measurements of the AP’s CME-CPD activities
- communication with the EBAC® office
- training of staff according to EBAC® requirements
- representation of the AP in EBAC® provider meetings.

6. The entire approval process will be under the sole responsibility of the Accredited Provider (AP) and will be documented in the EBAC® application system. This also applies to any joint providership (i.e. AP in cooperation with an eligible, but non-accredited provider).

7. The AP will define an appropriate time interval for processing of applications, (N.B. post hoc accreditation is strictly prohibited). Activities under joint providership will be declared separately to EBAC® in the yearly report.

8. The AP will organise all its educational activities in line with the requirements of applicable EBAC® documents.

9. All staff, dealing with EBAC® accredited activities, will have participated in appropriate training prior to accreditation of the AP.

10. Any change in the staff in charge of accreditation activities should be communicated to EBAC® ideally before the change takes place, but no later than one week after the change has come into effect.

11. The AP will nominate a high-level representative (usually at Board level) as the contact person for EBAC®.

12. EBAC® will inform the AP of any changes in accreditation requirements by means of a Newsletter. The AP must implement any changes within 3 months after receipt of the Newsletter.

13. The AP will decide on a yearly basis, according to which category of the price list for accredited providers it wants to be charged. If there should be no notification by November 30 latest, the current fee schedule will be
continued for the upcoming year. The fiscal year is the calendar year.

14. The Accreditation Statement for the AP is valid for 3 years in the first instance. There will be an initial one-year entry phase ("provisional accreditation"). During “provisional accreditation” the provider will be entitled to call itself an “EBAC® Accredited Provider”. The renewal process will be started 6 months prior to expiration of the Accreditation Statement. Renewed accreditation will be valid for 5 years. The administrative fee for all applications for accreditation/renewal is € 500.00 (+ VAT, if applicable).

15. The AP will present a report to EBAC® on a yearly basis (to be submitted by Feb. 15th for the preceding calendar year) specifying
   - number and type of educational activities organised by the AP (separate for own activities and activities organised in joint providership)
   - results of evaluation/outcomes measurement
   - development plan for the next year(s)
16. EBAC® assumes the right to withdraw approval as an EBAC® accredited provider once significant misconduct has been documented. An appeal against this decision is possible once and has to
   - be sent to the EBAC® office in written latest after 5 working days following the accreditation decision
   - specify the items of the accreditation process to which it is related
The final decision will then be issued by EBAC® in the next 4 weeks after the start of the appeals process.

17. The AP will announce on the front page of all educational as well as promotional material:
   “(name of organisation) is an EBAC® accredited provider since (year of first appointment)".

18. The AP will be responsible for managing issues related to registration, documentation of participation, and distribution of EBAC® certificates of attendance, as well as keeping participants' lists for a time span compliant with applicable national legislation, but no less than 5 years.

19. EBAC® will provide a template certificate to be used for all educational activities.
20. The official working language of accredited CE activities as well as for EBAC® documents and administrative matters is English.

21. The laws of Germany govern exclusively these terms and conditions and all relationships between EBAC® and providers. Any disputes arising from any agreement subject to this and its affiliated documents are under the exclusive jurisdiction of the courts and tribunals of Cologne, Germany.