



The Intensive Connection



Online Proctoring Examinations Terms & Conditions

These terms & conditions contain the provisions for all online proctoring examinations delivered by the European Society of Intensive Care Medicine (ESICM), in addition to the existing EDIC guidelines.

Registration for an EDIC Part I online proctoring examination, implies that the candidate has read, understood, and accepted these Terms and Conditions, as set out in this document.

1. Definitions

For purposes of these Terms & Conditions, the following terms are defined:

- 1.1 ESICM: European Society of Intensive Care Medicine, headquarter located: 19 Rue Belliard, 1040 Brussels, Belgium
- 1.2 EDIC: European Diploma in Intensive Care medicine
- 1.3 Candidate: the individual who has registered and/or has taken an ESICM online proctoring examination or wishes to do so
- 1.4 Examination: a knowledge-based assessment made up of multiple-choice questions (MCQs) intended to measure the candidate's theoretical knowledge in the field of intensive care medicine
- 1.5 Online proctoring examination: online proctoring service that allows a candidate to take an examination in his/her own space under the supervision of a live proctor
- 1.6 ProctorU®: is the third-party proctoring service supplier who delivers EDIC online proctoring examinations
- 1.7 Proctor: the live proctor is the individual who monitors the candidate during an online examination

2. Eligibility to an EDIC Part I online proctoring examination

The candidate for an EDIC Part I examination must meet all requirements applicable to this examination at the time of registration.

The eligibility criteria are described in the EDIC guidelines, available on ESICM webpage:

<https://www.esicm.org/education/edic2-2/>

3. Conditions for participation in an EDIC Part I online proctoring examination

The EDIC Committee is using a third-party proctoring service called ProctorU® to deliver its online proctoring examinations.

A candidate who wishes to take an EDIC Part I online proctoring examination needs compatible hardware (webcam, microphone), software and internet access. Minimum requirements can be found on the dedicated EDIC webpage.



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Before registering for an online proctoring examination, the candidate must make sure he/she meets these requirements.

The candidate will be required to test his/her equipment before the day of the examination in order to ensure the candidate's system meets the minimum requirements, and to minimise the chance of technical issues on the day of the examination.

The candidate is responsible for these checks. As detailed further in this document, neither ESICM nor ProctorU® is responsible for any equipment or network malfunction or service disruption that could affect the candidate's examination.

4. Application, registration and fees

To apply and register for the exam, the candidate accesses the registration web page. The registration process occurs in three steps. First, the candidate creates his/her personal EDIC profile. Second, he/she books the exam session of his/her choice. Lastly the candidate receives confirmation once his /her application has been validated by the EDIC office.

For details about registration, the candidate is required to check the relevant information on the EDIC Webpage: <https://www.esicm.org/education/edic2-2/edic-registration-process/>

Usually, registration opens around 4 months prior the examination date, and stays open for a period of two months.

Candidates should check the content of the examination registration confirmation very carefully, particularly for any incorrect name spelling. Any corrections that are needed should be brought to the attention of the EDIC secretariat immediately.

The EDIC Committee has the right to exclude a candidate from participation in an examination, to deny or withdraw a certificate, or to invalidate an examination if it appears that the candidate has not paid the full examination fees due within the time limit set, or if the ESICM retrospectively discovers irregularities relating to payment, including, but not limited to, credit card fraud.

5. Scheduling an examination

After the validation of the registration by the EDIC Secretariat, the candidate is invited to schedule his/her online proctoring examination on the ProctorU® website through the individual link provided in the invitation letter.

It is the responsibility of the candidate to schedule his/her exam session. It is in the interest of the candidate to schedule his/her session early because appointments are made on a first-come, first-served basis.

6. Rescheduling and cancellation policy

The candidate may need to reschedule the examination appointment he/she has already booked on the ProctorU® website. This should be done on the ProctorU® website, in the candidate's account at his/her own costs.

The candidate has the right to cancel a registration for an EDIC Part I online proctoring examination. A candidate who wishes to make use of this cancellation right must send a written request to the EDIC Secretariat (edic@esicm.org).

As a result of the cancellation, the candidate's examination appointment will be cancelled and made available to other candidates.



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Request for cancellation by phone or any other means of communication will not be considered.

The EDIC cancellation policy on refunds will be applied as described on the EDIC registration process webpage (<https://www.esicm.org/education/edic2-2/edic-registration-process/>).

7. Examination delivery policies

7.1 General candidate conduct policy

EDIC candidates are expected to behave in a professional manner and to conduct themselves appropriately.

Any attempt to cheat, or any other behaviour that could be considered to compromise the integrity or confidentiality of an EDIC examination is treated with the utmost seriousness.

Examples of inappropriate behaviour include, but are not restricted to:

- disseminating examination content by any means, including, but not limited to, web postings, formal or informal discussion groups, chat rooms, reconstruction through memorisation, study guides, or any other method.
- the introduction into any examination of any materials, audio or communication devices (including mobile phones and 'smart' watches) other than those specifically permitted for the examination.
- copying, publishing, selling, offering to sell, distributing in any way, or otherwise transferring, modifying, making derivative works of, reverse engineering, decompiling, disassembling, or translating any examination or any part thereof.
- seeking and/or passing on unauthorised information on examination contents in advance of the examination date.
- providing falsified information, documentation or statements as a means of a false identity, false address or solicitation of someone to take a test on candidate's behalf.
- the use of any recording equipment (including all photographic, video and audio recording equipment).
- giving, receiving, or obtaining unauthorised assistance during the examination or attempting to do so.

7.2 Special Examination rules for online proctoring examinations

For security, integrity and value of all EDIC Part I online proctoring examinations, ESICM is using the live human proctoring service from ProctorU®. All interactions between the candidate and the proctor are done in English only.

Before logging in to take the examination, the candidate must have:

- a valid photo ID document for identity verification purposes (identity card, driver's license, passport).
The first and last names that the candidate uses to register must match exactly the first and last names on the ID that is presented on the day of the test.
- cleared his/her workspace from all materials and unauthorised supports.
- closed all programmes on its computer and to have unplugged all secondary monitors.
- a working webcam and microphone.
- a strong internet connection.
- a quiet and well-lit space.
- no sounds from music, television or any other background noise.
- no other people in the room.



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Start-up procedures

The candidate must allow between 5 to 20 minutes to complete the start-up procedures in addition to the time allowed for the examination. This is the time it takes to verify candidate identity, check his/her environment, and proceed to the examination.

Candidates taking an EDIC Part I online proctoring examination must prove their identity prior to the examination by (1) taking a photograph of himself or herself with the webcam (the face must be fully visible) and (2) taking a photograph with the webcam of a valid proof of identity including a closely resembling photograph.

During the exam

ProctorU® will remotely connect to the candidate's computer in order to monitor its computer screen and premises. As part of these terms & conditions the candidate agrees to scan its premises using its webcam if or when a proctor request that the candidate does so.

The candidate agrees to maintain audio and video contact with the proctor during the test session to enable ProctorU® to record its test session, and to disconnect audio and video contact from the test session once it ends.

The candidate authorises ProctorU® to make all recordings of and any content from its examination or test session available to the EDIC Committee.

The proctor may intervene upon any actions or behaviour that are not allowed.

Examples of actions and behaviour that will be flagged during an online proctoring examination include, but are not restricted to:

- Talking or whispering aloud during the examination.
- Wearing ear plugs or headphones.
- Being out of camera view: candidate's face, chin to forehead, needs to be in the camera view at all times.
- Appearance of anyone entering the candidate's examination room.
- Detection of additional noises, including other people talking while the candidate is in its examination.
- Looking off-screen: Candidate's eyes should stay on the screen at all times while testing.
- Use of unauthorised materials.
- Taking pictures or screenshots while in the examination:
- Copying and pasting any elements of the examination.
- Utilising a virtual machine: virtual machines can be detected through the pre-examination system check and are not permitted.
- Utilising a secondary monitor.

By registering to an EDIC Part I online proctoring examination with ProctorU®, the candidate understands and acknowledges that the proctor may immediately terminate his/her test examination session if the proctor experiences or observes any conduct that the proctor deems to be vulgar, offensive, pornographic, obscene, abusive, criminal, or otherwise inappropriate. ProctorU® reserves the right to report such unacceptable actions to the EDIC Committee.

If the proctor detects suspicious or questionable action(s) during the test session, the candidate must accept that the proctor has the right to recommend that his/her examination be disqualified.



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7.3 Sanctions for irregularities

Any irregularity in relation to the EDIC Part I online proctoring examinations regulations mentioned above can lead to sanctions as described in this section.

If an irregularity is discovered prior to or during the examination session, the candidate can be excluded from participating or continuing the examination, and the examination result will be nullified.

If the irregularity is determined after the examination session has taken place, the EDIC Committee may decide to nullify, not assess and/or not establish a result for the examination.

If the candidate involved has already received an examination result this result can nonetheless be invalidated.

The decision taken by the EDIC Committee will be confirmed and announced to the candidate in writing, stating the grounds for their decision.

In all cases, if irregularities are confirmed, the candidate will be liable for the full examination fees and in no circumstance will the examination fees be refunded.

In case of aggravating circumstances (fraud, serious violation of the online proctoring examination rules and/or candidate conduct policy), the EDIC Committee may decide to exclude the candidate involved from participating in future EDIC examinations for a maximum period of 2 years.

8. Reasonable adjustments to examinations and medical conditions on the examination day

8.1 Reasonable adjustments to examinations

Wherever possible, the EDIC Committee may make reasonable adjustments to the examination for candidates with special requirements who cannot be assessed by the normal examination regulations.

Special requirements include notably:

- Physical or sensory impairments.
- Specific learning difficulties (e.g. dyslexia and dyspraxia) or other cognitive impairments.

Enquiries about possible examination adjustments must be made as soon as possible at the time of registration and **at least 4 weeks before the examination scheduled date**. Examination adjustments proposals are subject to technical and logistical constraints of ESICM and its independent contractors. Requests for adjustments that are not made sufficiently in advance of the scheduled examination date will unfortunately not be granted, and the examination session will be administered under normal circumstances.

Enquiries about possible examination adjustments must include full written details and comprehensive supporting evidence by an appropriate authority (e.g. the candidate's registered family doctor or consultant) in English language. Candidates with dyslexia or any other learning disability are required to provide a Psychological Assessment Report from a qualified educational psychologist conducted after the candidate was sixteen years of age.

Reasonable adjustments may include:

- use of a scribe or amanuensis.
- use of an appropriate aid.



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- enlargement of examination materials.
- additional time.

After obtaining necessary documentation, adjustments may be approved if the candidate's circumstances justify such. Candidates will be notified in writing of any adjustments that have been permitted for their examinations.

Where a candidate does not believe the adjustments that he/she has been granted are reasonable, he/she may ask for their case to be reviewed by the EDIC Committee, whose decision will be final. The EDIC Committee reserves the right to take independent advice to ensure that any proposed arrangements are appropriate and in accordance with any applicable legislation.

8.2 Medical conditions on the examination day

If there is any unforeseeable health problem affecting the performance of a candidate during the examination, this must be reported to the proctor on the day of the examination, and candidate may be granted, where appropriate, special adjustments to take the adverse circumstances into account. Such adverse circumstances cannot be brought to the attention of the EDIC Committee once examination results have been released.

9. Examination results

A feedback letter is provided to the email address registered on candidate "My EDIC" account no later than four weeks after the examination date. The letter also informs candidates of their results sent.

The examination results are not provided by phone.

If the EDIC Committee has required an inquiry to be carried out, for example in case of suspicion of fraud or other violations of the examination rules, the time limit for issuance of the result letter may be longer.

The only feedback candidates receive after the examination is their score as well as aggregate information about the examination cohort (pass rate). Candidates will in no case have access to examination content and individual question items' performance.

Under no circumstances will the EDIC Committee return work done by candidates.

Candidates who have failed the examination have to wait twelve months before he/she may register for the next exam.

10. Appeal and complaints

Candidates who have comments or concerns about an examination question should contact the EDIC Secretariat. The EDIC Committee will review all comments, concerns and suggestions made by candidates. These comments or concerns must be logged on the examination day with the proctor or at the latest before candidates received their examination results.

After having received the examination results, if a candidate believes that an incorrect result has been awarded, the candidate may lodge an appeal by following the appeal procedure described in the EDIC guidelines.

11. Failing and re-sitting the examination

Candidates who fail must wait 12 months before they can apply for the next exam.



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12. Candidate personal data

The EDIC Secretariat collects and uses candidates' personal data to supply examination services.

For each candidate taking an EDIC Part I online proctoring examination, the EDIC Secretariat will collect through the EDIC application form:

- identity data including candidate's name.
- contact data including candidate's postal address and email address.
- professional profile data.
- other relevant information provided by the candidate in the EDIC profile in the context of the examination.

This data is processed for the following use:

- to administer candidate's registration.
- to issue personal examination results and certificates.
- to provide an invoice for payment of the examination fees.
- to provide the candidate an access to the examination platform.
- for other uses related to the examination.

Without this information, the EDIC Secretariat will be unable to properly process the candidate's registration.

In view of the purposes mentioned above, or in the context of its service provision the EDIC Secretariat may share, pass on or in any other way make accessible a candidate's personal data to other ESICM service providers or third parties, including ProctorU®.

These recipients only have access to a candidate's data in so far as this is necessary for the performance of their tasks and within the framework of the purposes mentioned.

The data collected will be kept for a maximum of 5 years after a candidate's last transaction or activity with the ESICM after which time the candidate's "My ESICM account" will be closed. Only financial transactions data will be kept for a maximum of 10 years for legal accounting purposes.

In accordance with the section 2 of the chapter 3 of the European Regulation 2016/679/EU with regards to data protection, candidates have the right to request from ESICM, access to and rectification or erasure of their personal data or restriction of processing concerning their data or to object to processing as well as the right to data portability.

Candidates have the right to lodge a complaint with a supervisory authority, and for information, ESICM has appointed a Data Protection Officer that candidates can reach at privacy@esicm.org. For additional information, please consult ESICM Privacy and Data Security Policy available at: <https://www.esicm.org/privacy-policy-2/>

12.1 ProctorU® Privacy Policy

For each candidate taking an EDIC Part I online proctoring examination, ProctorU® will collect the candidate's personal data only for the purposes of conducting the proctoring of online exams:

- The candidate's photo ID documents are kept for 7 days after the examination day.
- The candidate's picture is kept until his/her ProctorU® account is closed.
- Video recordings of the candidate's examinations are kept 7 years.

For additional information, please consult the ProctorU® Privacy Policy available at: <https://www.proctoru.com/privacy-policy>



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13. Examination materials, confidentiality and intellectual property rights

Examination materials are the proprietary, confidential and copyrighted materials of ESICM. Any disclosure of the contents of any EDIC Examination is strictly prohibited.

The candidate must maintain strict confidentiality of all examination materials or parts thereof. By these terms & conditions, the candidate agrees not to disclose, reproduce, copy, photograph, distribute these in any other way, or make examination materials available to third parties, unless the candidate has received the written permission to do so from the EDIC Committee.

Violators of copyright law are subject to injunctions, civil liability, forfeiture of profits, punitive damages and other legal sanctions. ESICM will take appropriate legal action against the candidate to protect ESICM's rights if the candidate breaches the provisions of this section or any applicable laws.

14. Liability

If the candidate cannot complete the EDIC Part I online proctoring session due to a computer or internet disruption, or if there is any other failure causing interruptions in the audio or video recordings or due to which the examination results have not or have not fully been backed up, the EDIC Committee is entitled to declare the test session invalid. The EDIC Committee will in such case investigate the nature of the interruption and will contact the candidate.

If the disruption cannot be attributed to the ESICM systems, the candidate must register again for the examination and must pay the examination fees due.

If the disruption can be attributed to the ESICM Systems, the EDIC Committee will enable the candidate to take the exam again without being obliged to pay examination fees once more or will take any other appropriate measures.

EDIC Examinations give healthcare professionals the opportunity to test their knowledge against an internationally set standard. The right to practice in individual countries remains defined by national laws and regulations.

15. Force majeure

In the event of serious and unforeseen circumstances beyond its control, the EDIC Committee is entitled to cancel the examination. Candidates shall not be entitled to compensation for any costs or damages incurred as a consequence of such a cancellation, but the EDIC Secretariat will reimburse candidates of the examination registration fees they paid or offer the possibility to re-sit free of charge at another session of the examination.

In the event of serious and unforeseen circumstances beyond its control, the EDIC Committee is entitled to modify the dates and time of the exam. In such case, candidates may choose to be reimbursed of the registration fees they paid or to attend the exam at the new date and time proposed by the EDIC Committee. Candidates shall not be entitled to compensation for any costs or damages incurred as a consequence of such a change.

16. Applicable law

These terms and conditions are exclusively governed by Belgian law.

In the event of disputes between the ESICM and the candidate arising out of the interpretation or performance of these general terms and conditions, the applicable jurisdiction shall be that of the



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court of Brussels, Belgium, notwithstanding a plurality of respondents or third-party claims, including for urgent or protective proceedings, whether urgent or on-demand.