

European Diploma in Intensive Care Medicine (EDIC):  
Terms & Conditions for Candidates

ESICMEDIC

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## 1. DEFINITIONS

Within these EDIC T&Cs, the following terms with capital letters have the following meaning as defined below.

<b><u>Academy:</u></b>	The Educational platform by the European Society of Intensive Care Medicine offering accredited courses, interactive training, and resources for intensive care professionals. It supports continuous learning through online programs and exam preparation tools for ESICM members and other global users;
<b><u>Appeal Committee:</u></b>	The Committee that analyses the appeal filed by a Candidate, as defined in article "Requests and appeals" of the EDIC T&Cs;
<b><u>Candidate:</u></b>	The individual who wishes to take the EDIC Exam part I and/or part II;
<b><u>CBS:</u></b>	Computer-based scenarios;
<b><u>CCS:</u></b>	Clinical case scenario;
<b><u>Confidential Information:</u></b>	The Contract, as well as all information, data, Works, documents of any kind communicated by one of the Parties to the other, or of which one of the Parties becomes aware, within the framework of the Contract, by oral, written and/or electronic means and including in particular, but without being limited to, activity reports, mission orders, software, processes, methods, formulas, concepts, industrial strategies, marketing plans, trademarks, or know-how, whether or not such information is protectable under intellectual and industrial property rights;
<b><u>Contract:</u></b>	All the contractual documents in which the rights and obligations of the Parties are set out, including in particular the EDIC T&C, as defined in article "Contractual framework";
<b><u>EDIC:</u></b>	The European Diploma in Intensive Care Medicine;
<b><u>EDIC Examinations Sub-Committee:</u></b>	The EDIC Examinations Sub-Committee is responsible for the organisation and delivery of the EDIC Part I and II exams;
<b><u>EDIC Exam:</u></b>	The tests that the Candidate undertakes and passes in order to obtain the EDIC. The EDIC Exam is divided into two parts: Part I and Part II;



<b><u>EDIC T&amp;C:</u></b>	The present Terms & Conditions;
<b><u>ESICM:</u></b>	The European Society of Intensive Care Medicine, headquarter located: 19 Rue Belliard, 1040 Brussels, Belgium. Within ESICM, there are a number of bodies (ESICM, EDIC Committee, ESICM Office,...). ESICM assumes responsibility for each of these bodies or, in other words, it is ESICM that commits itself when these bodies act;
<b><u>ESICM Office:</u></b>	The operational body responsible for the day-to-day work related to all the Society's activities including the coordination of the EDIC exams, membership services, communication with Candidates, and other related tasks essential to the functioning of ESICM's educational and certification programs;
<b><u>Examiner:</u></b>	The individual who supervises, assists and monitors the Candidate during the EDIC Exam part II;
<b><u>Identity Document:</u></b>	A valid identity card, passport, or driver's license;
<b><u>ICU:</u></b>	Intensive Care Unit;
<b><u>Online Platform:</u></b>	The online platform, accessible through internet, allowing Candidates to EDIC Exam. The Online Platform may be different for each part of the EDIC Exam.
<b><u>OSCE:</u></b>	Objective Structured Clinical Examination;
<b><u>Party:</u></b>	The Candidate and ESICM. When the term is used alone, it refers to one of these Parties only;
<b><u>Proctor:</u></b>	The individual who supervises, assists and monitors the Candidate during the EDIC Exam Part I;
<b><u>SSMI-SGI Exam</u></b>	The Swiss entity responsible for the preparation of the EDIC Part I exam along with the EDIC Examinations Sub-Committee;
<b><u>Works:</u></b>	The Examination materials, including the EDIC Exam's questions and the content available on the Academy; the Services; the websites used to access the Services.



## **2. CONTRACTUAL FRAMEWORK**

The Contract forms a contractual whole and expresses the entire agreement between the Parties. It replaces and supersedes all prior written or oral proposals, communications or agreements relating to the subject matter of the Contract, as well as any general or special conditions of the Candidate.

The Parties have read the Contract in its entirety and expressly agree to all its clauses.

## **3. PURPOSE OF THESE TERMS & CONDITIONS**

The EDIC T&C are intended to determine the contractual provisions regulating the access to and the course of the EDIC Exam by the Candidate, the obtention of the EDIC and the problems that may occur in these processes.

They apply between the Candidate and ESICM.

## **4. REGISTRATION**

### **4.1. Eligibility**

#### **4.1.1. TIMING**

The Candidate must fulfil the eligibility criteria applicable at the time the registration is completed.

#### **4.1.2. PART I**

EDIC Part I entry criteria are:

- 1) Being a fully-registered Medical Doctor;
- 2) Entry into or completion of a national training programme in a primary speciality and
- 3) Entry into a national training programme in Intensive Care Medicine or satisfactory completion of 18 months' training in Intensive Care Medicine.
- 4) If Intensive Care Medicine is recognized as primary specialty, criteria 2 and 3 are fulfilled.

#### **4.1.3. PART II**

EDIC Part II entry criteria are:

- 1) The EDIC Part I entry criteria;
- 2) Successful completion of EDIC Part I;
- 3) 24 months of training in Intensive Care Medicine.



## 4.2. Registration process

To register for either the EDIC Exam part I or the EDIC Exam part II, Candidates must complete the following steps:

- Create a personal account on the EDIC website;
- Accept the EDIC T&C;
- Submit information requested in the account, including, notably: Medical Doctor diploma, CV, and proof of training in Intensive Care Medicine (ICM);
- Upload all required documents (see article "Documents to Send");
- Respond to any requests for further information or clarification from the ESICM Office, if contacted;
- Complete payment. Candidates' credit cards are not charged by ESICM until the validation process is complete. (Note: some financial institutions may provisionally deduct the fee upon entering credit card data; these funds are held by the individual bank, not ESICM, and issues must be resolved by Candidates' local banks);
- Validate the application through the ESICM Office, to be repeated for each registration of an exam session. Candidates must carefully check the examination registration confirmation, especially for any incorrect name spelling. Corrections must be reported to the ESICM Office immediately. This step can take up to 4 weeks;
- Book an exam session. This implies acceptance of applicable external terms applicable to the use of the Online Platform;
- Ensure the ESICM Office confirms registration for the EDIC Part I or II exam by e-mail.

Registration for the EDIC Exam Part I or II is only valid once all steps are fully completed and validated by the ESICM Office. It is the Candidate's responsibility to confirm all steps have been accurately completed to establish a valid registration.

## 4.3. Documents to send

The Candidate is required to provide the following documents on the ESICM platform to register for both the EDIC Exam part I and part II:

### Only applicable if ICM is recognized as a primary speciality

- Copy of University-awarded medical degree;
- Document/letter from the ICM speciality Training Authority confirming the training.

### Only applicable if ICM is not recognized as a primary speciality

- Copy of University-awarded medical degree;



- Document/letter from the ICM Training Authority confirming the training or completion of the 18/24 month's ICM training signed by the Training Authority, Head of the Department or another representative who certifies his/her completion of ICM training.

It is not necessary to send the original documents unless requested by ESICM. ESICM does not guarantee the preservation of the documents and cannot be held liable in case of loss or theft.

#### **4.4. Verifications**

ESICM is unable to verify the authenticity of documents or any information provided by the Candidate. Any problem with the authenticity of documents or exactitude of information will be the sole responsibility of the Candidate.

ESICM reserves the right to conduct verifications to ensure that the Candidate meets the eligibility requirements. The Candidate gives her/his authorisation to ESICM to conduct such verifications with any third party, as long as they are necessary to verify that the information provided by the Candidate is accurate.

#### **4.5. Applicable fee**

Registration fees for the EDIC Exam part I or the EDIC Exam part II are published on the ESICM webpage. Candidates who are registered members of ESICM obtain a rebate. Candidates who have not paid their ESICM membership for the year of the exam when they are registering for the EDIC exam will automatically be billed the non-member's fee.

Complete payment must be made before registration for any part of the EDIC Exam can be taken.

The fee has to be paid each time a Candidate wishes to take the EDIC Exam part I or II.

Complete details on the applicable fees (including the exact amounts for Members and Non-Members) and the application of VAT can be found in the "Fees & VAT" section of the EDIC Guidelines:

If this page is inaccessible, it is the candidate's responsibility to contact [education@esicm.org](mailto:education@esicm.org) in order to obtain the necessary information.

### **5. SANCTION**

If, at any point (before, during, or after the Contract), the ESICM discovers any irregularities in the registration, examination and certification process, ESICM can impose a sanction such as, but not limited to: exclusion of a Candidate from participation in an examination, denial or withdrawal of a certificate, invalidation of an examination, retroactive annulment of the EDIC without prejudice to any additional financial compensation.

Before the imposition of a sanction, the Candidate or EDIC diploma holder will be informed and given access to the requests and appeals procedures described below.

The decision taken by the EDIC Examinations Sub-Committee will be confirmed and announced to the Candidate in writing by email, 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, a serious violation of the online proctoring examination rules and/or Candidate conduct policy), the EDIC Examinations Sub-Committee may decide to exclude the Candidate involved from participating in future EDIC examinations.

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.

The following situations are targeted by the present article (non-exhaustive list):

- The Candidate has not paid the full examination fees due;
- The Candidate breached the Contract;
- The ESICM discovers irregularities relating to payment, including, but not limited to, credit card fraud;
- During the Exam or after the awarding of the EDIC, a Candidate or an EDIC diploma holder did not, at the time that the registration process was completed, meet all the required criteria;
- The Candidate or the EDIC diploma holder guaranteed that he/she had a medical degree or the proper ICM training, but that appears later that it was not the case.

## 6. CANCELLATION

The Candidate who wishes to cancel their registration must send a written request by email to the ESICM Office. As a result of the cancellation, the Candidate's examination appointment will be cancelled and made available to other candidates. Requests for cancellation by email. No other means of communication will be considered.

The examination fee, less administrative charges, will be refunded further to the following calendar:

- If notice of withdrawal is received 12 weeks prior to the EDIC Exam date, 75% of the fee will be reimbursed.
- If notice of withdrawal is received 8 weeks prior to the EDIC Exam date, 50% of the fee will be reimbursed.
- If notice of withdrawal is received 4 weeks prior to the exam date, 25% of the fee will be reimbursed.
- Refunds will not be given thereafter.

Fees and registration cannot be transferred to the next examination.

## **7. THE EDIC EXAM**

### **7.1. Structure of the EDIC Exam**

The EDIC Exam is a two-step exam, based on a set of competencies for medical specialists in Intensive Care Medicine, as defined in the CoBaTrICE training programme.

EDIC (Part I and Part II) blueprint is based on the areas of competence outlined in CoBaTrICE, which include competence statements. In the event that this page is unavailable, the Candidate shall take the necessary steps to contact [education@esicm.org](mailto:education@esicm.org) to access the relevant information. The CoBaTrICE competencies define the minimum standard of knowledge, skills and attitude required for a doctor to be identified as a specialist in Intensive Care Medicine. They have been developed to be internationally applicable, but able to accommodate national practices and local constraints.

### **7.2. Aim of the EDIC**

The questions in EDIC Parts I and II have been devised to examine established European standards of care, not local variations in practice. The content of both EDIC Part I and Part II exams has been revised by the EDIC Examinations Sub-Committee. The process of approval of the exam by the members of the EDIC Examinations Sub-Committee ensures that the content reflects appropriate clinical practice.

### **7.3. Conditions to obtain the EDIC diploma**

To obtain the EDIC, Candidates must pass the two components (EDIC Exam part I and EDIC Exam part II) of the exam.

### **7.4. Language of the EDIC**

The EDIC Exams are English language-based exams. In order to achieve standardization across countries, no documents are translated into any other languages.

### **7.5. The conduct of the EDIC Exam**

#### **7.5.1. EQUIPMENT REQUIREMENTS**

Both parts of the EDIC Exam are taken on the Candidate's own device, using the Online Platform. Only computers are allowed (desktop or laptop).

The Candidate must ensure that their computer meets the technical requirements before registering for both each part of the EDIC Exam.

Full information on the required equipment and configuration for taking the EDIC exam can be found in the online examination technical requirements of the Exam Guidelines and Regulations document.

If this page is inaccessible, it is the candidate's responsibility to contact [education@esicm.org](mailto:education@esicm.org) in order to obtain the necessary information.



### 7.5.2. EQUIPMENT TESTING

The procedures for verifying and testing all necessary equipment (computer, internet connection, etc.) are provided in the “Equipment Testing” section of the EDIC Guidelines.

If this page is inaccessible, it is the candidate’s responsibility to contact: [education@esicm.org](mailto:education@esicm.org), in order to obtain the necessary information.

### 7.5.3. EXAM ENVIRONMENT

The EDIC Exam part I and part II, must meet the following requirements during the whole duration of the exam:

- The room must be quiet to avoid any distractions. No background noise from the radio, television or other devices of any type is allowed;
- The room must be in good order to avoid any distractions;
- The room must be well-lit;
- The Candidate must be alone in the room;
- The workspace must be clear of all materials and unauthorised supports: books, notes and other written materials as well as devices: secondary monitor, tablets, watches, recording equipment, calculators and mobile phones.
- The Proctor (EDIC Exam Part I) or Examiner (EDIC Exam Part II) will supervise the candidate meets the requirements mentioned above. The candidate will be asked to check the environment and the equipment. It will take some minutes to verify that everything is correct and according to the compulsory requirements before starting the exam.

Failure to adhere to the rules set out renders the EDIC Exam invalid.

### 7.5.4. EXAM DAY PROCEDURES

The steps to follow and recommendations for the day of the EDIC exam are outlined in the “Exam Day Procedures” section of the EDIC Guidelines.

If this page is inaccessible, it is the candidate’s responsibility to contact [education@esicm.org](mailto:education@esicm.org) in order to obtain the necessary information.



#### **7.5.5. DURING THE EXAM**

Taking pictures, writing notes (only part I), taking screenshots, or attempting to copy/paste any element of the exam content is strictly prohibited.

The Candidate must be dressed appropriately, with his/her face visible to the Proctor all the time. Any non-religious head covering is forbidden. No breaks are allowed.

The Candidate must behave professionally and conduct him/herself appropriately.

If the Proctor (part I) or the Examiner (part II) detects suspicious or questionable action(s) during the test session, the Candidate accepts that the Proctor / Examiner has the right to recommend that his/her examination be disqualified.

#### **7.6. Procedures and security before, during and after the exam**

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

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, translating or any other form of exploitation of 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 the 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.

The Candidate authorises ESICM and the Online Platform to make all video and audio recordings of and any content from its examination or test session. Both parties agree that it is necessary to ensure proper conduct of the EDIC Exam.

### **7.7. EDIC Exam Blueprint**

Complete details on the EDIC exam blueprint, based on the CoBaTrICE competencies, can be found in the “EDIC Exam Blueprint” section of the EDIC Guidelines

If this page is inaccessible, it is the candidate’s responsibility to contact [education@esicm.org](mailto:education@esicm.org) in order to obtain the necessary information.

## **8. EDIC EXAM PART I**

### **8.1. Duration of the EDIC Exam Part I**

The EDIC Exam Part I is 3 hours long written exam.

### **8.2. Timing of the EDIC Exam Part I**

EDIC Part I is usually held once in the first half of the calendar year and once in the second half of the year.

### **8.3. Contents of the EDIC Exam Part I**

EDIC Part I is a 100 multiple-choice questionnaire written examination in English.

Complete details on EDIC Part I question formats can be found in the “EDIC Part I Question Formats” section of the EDIC Guidelines.

If this page is inaccessible, it is the candidate’s responsibility to contact [education@esicm.org](mailto:education@esicm.org) in order to obtain the necessary information.]

### **8.4. Proctor Supervision**

#### **8.4.1. GENERAL**

The EDIC Exam Part I is monitored by a human Proctor online through the Online Platform.

The camera and microphone must always be on during the exam. The camera will be used not only to monitor the Candidate, but also to check his/her identity and survey his/her surroundings.



#### **8.4.2. REMOTE SYSTEM CHECK**

The Proctor will ask to take remote control of the mouse and keyboard in order to make sure no unpermitted software is running. The Candidate will be able to see everything that the Proctor is doing during this step, and it will be impossible for them to access any files without the Candidate's knowledge.

The Candidate agrees to maintain audio and video contact with the Proctor during the test session to enable the Online Platform to record its test session and to disconnect audio and video contact from the test session once it ends.

#### **8.4.3. CAMERA CHECK**

The Proctor will ask the Candidate to show the walls of the Candidate's room as well as his/her desk space via the webcam. The Candidate may or may not also be asked to show the computer monitor with his/her smartphone or mirror. After this verification, The Proctor will make sure the Candidate's smartphone or other devices are out of reach.

#### **8.4.4. NAVIGATING TO THE EXAM & PASSWORD ENTRY**

The Proctor will then direct the Candidate to the Candidate's EDIC Exam part I Online Platform.

#### **8.4.5. ENVIRONMENT CHECK**

The Online Platform will remotely connect to the Candidate's computer in order to monitor its computer screen and premises. As part of the EDIC T&C, the Candidate agrees to scan its premises using its webcam if or when a Proctor request that the Candidate does so.

### **8.5. Submitting the Exam**

The Candidate

- alerts the Proctor when he/she finishes the Exam via chat box. The Proctor will oversee the submission process. If the Candidate finishes the EDIC Exam Part I on time, he/she does not need to submit it. It finishes automatically. If he/she finishes before the established 3 hours, he/she needs to submit it;
- logs out of the exam site and browser by clicking on the "log out button".

After reviewing the Candidate's has submitted his/her answers, the Proctor must observe the Candidate logs out of the exam website and closes out all browser tabs.

## **9. EDIC EXAM PART II**

### **9.1. Duration of the EDIC Exam Part II**

The EDIC Exam Part II is 2,15 hours long oral exam.

### **9.2. Timing of the EDIC Exam Part II**

EDIC Part II is usually held once in the first half of the calendar year and once in the second half of the year.

### **9.3. Contents of the EDIC Exam part II**

The Part II exam has the format of an Objectively Structured Clinical Examination (OSCE) with six skill stations. These include three clinical scenario stations of 30 minutes each (25 minutes of exam ) and three computer-based stations of 15 minutes each (12 minutes of exam), which assess clinical judgement and data interpretation.

### **9.4. OSCE Exam**

#### **9.4.1. GENERALITIES**

EDIC Exam part II is a high-quality standard exam for the assessment of knowledge-related competences in Intensive Care Medicine at the end of training. To assure the quality of a high-level exam, the EDIC Examinations Sub-Committee decided to implement the “objective structured clinical examination” (OSCE) model lasting at least 2 hours and 15 minutes. The EDIC Exam part II will take place outside of the ICU environment and is delivered online. The exam content follows the EDIC blueprint (see article “EDIC Exam Blueprint”) derived from competencies listed in the CoBaTrICE syllabus.

Candidates will have to pass three different clinical case stations and three computer-based stations (images, curves and biochemistry). Marking within clinical case scenario (CCS) stations and computer-based scenarios (CBS) is standardised, which means that for each given question, expected answers are prepared and scored by the EDIC Examinations Sub-Committee in advance. To minimise Examiner/Candidate bias, a Candidate is seen by different Examiner/s in each station.

The exam takes place virtually and Candidates connect via the Internet with a link provided by the ESICM Office.

#### **9.4.2. CLINICAL CASE SCENARIO STATION**

The aim of the CCS station is to test the Candidate’s attitude, competencies and professionalism in context of a clinical scenario derived from a patient chart within 25 minutes. Each CCS will assess different competence domains. Two of the CCS stations have 1 long case, one station has 2 short cases.



At the end, the Candidate will be evaluated on whether he/she has sufficient knowledge and skills to manage this particular CCS safely and competently.

Five minutes are dedicated to the rotation from one CCS station to the other.

#### **9.4.3. COMPUTER-BASED SCENARIO**

The CBS section includes three stations, each one testing Candidates' knowledge, pattern recognition, diagnostic skills and treatment in different Intensive Care Medicine competence domains.

The aim of the CBS is to broaden the spectrum of medical knowledge and skills tested in the exam. Each CBS session will last 12 minutes. The number of tasks expected answers per CBS may vary between 8 and 10.

Three minutes are dedicated to the rotation from one CBS station to the other.

### **9.5. Rating and Standard Setting**

Methods for scoring and setting the pass mark are described in the "Rating and Standard Setting" section of the EDIC Guidelines.

If this page is inaccessible, it is the candidate's responsibility to contact [education@esicm.org](mailto:education@esicm.org) in order to obtain the necessary information.

For each predefined answer, the Candidate will receive 1 point. Points are added up for each station separately. A pass mark is statistically calculated by the ESICM Examination Sub-Committee for each station. To pass the station, the Candidate must score a minimum number of points at the pass mark level. Insufficient points in one station cannot be compensated by points from another station. To pass EDIC II, a Candidate must pass at least two CCSs and two CBSs stations. If a CCS station is split into 2 short cases the points from both are added together and the pass mark is set for the total number of points. So, in this case compensation between short cases is possible.

## **10. AFTER THE EXAM**

### **10.1. Objective Score Calculation**

After the EDIC Part I and Part II examination, Candidates' answers are transferred to an entity capable of conducting the required analysis, where the data are analysed and the results reported to the ESICM Examination Sub-Committee.

All the answers given by Candidates are analyzed to calculate several indicators (difficulty, discriminating power, reliability coefficient of the test and results, statistical anchoring, etc).





The results of the Part I exam are analysed and discussed by the EDIC Examinations Sub-Committee and SSMI-SGI Exam Commission, and Part II by the EDIC Examinations Sub-Committee, during the key-validation meetings.

Thereafter, the EDIC Examinations Sub-Committee meets to validate the results and agree on the pass mark. The pass mark relies on a content-based standard determined by established methods for high-stakes exams (e.g. Borderline regression, modified Angoff and/or equating techniques) and as such may vary between editions in order to standardise the difficulty of the exam.

To pass the EDIC Exam part I, the Candidate must score a minimum number of points at the pass mark level.

To pass the EDIC Exam part II, the Candidate must pass at least two CCSs and two CBSs stations.

## **10.2. Communication of the results**

After the EDIC Examinations Sub-Committee has validated the results and agreed on the pass mark, a results letter is sent to the Candidate no later than six weeks after the examination date.

If the Candidate passed Part I, he/she is informed he/she is eligible to register for Part II. Candidates who fail EDIC Part I have to wait 12 months before they can apply for the next EDIC Exam Part I.

If the Candidate passed part II, he/she is informed he/she received the EDIC. This Diploma is personal to the Candidate and cannot be extended to another person or entity. If the Candidate does not pass part II, he/she is informed that he/she will be able to re-apply for Part II at the earliest for the next session following his/her examination. He/She does not need to pass Part I again.

The examination results are not provided by phone.

If the EDIC Examinations Sub-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 results letter may be longer.

With the exception of the data contained in the results letter, Candidates will not have access to examination content and individual question items' performance.

## **11. REQUESTS AND APPEALS**

### **11.1. Grounds for filing a request**

A Candidate can file a request in the following cases:

- Admission denied to either EDIC Part I or Part II after the registration process has been completed and all requested documents have been provided;
- Violation of the exam rules written in the EDIC Parts I and II guidelines and EDIC T&C (notably, but not limited to: violation of the rules regarding results calculation and communication);

- Decision to retroactively annul the EDIC following a finding of an EDIC T&C violation;
- Decision to annul the passing of Part I following the finding of an EDIC T&C violation;
- Decision to annul the passing of Part II following the finding of an EDIC T&C violation;
- Registration refusal;
- Information that a sanction will be imposed based on the violation of the EDIC T&C;
- EDIC Exam part I failure;
- EDIC Exam part II failure;
- A Candidate believes that an incorrect result has been awarded.

#### **11.2. Request to the EDIC Examinations Sub-Committee**

The request should be addressed to the Chair of the EDIC Examinations Sub-Committee, and sent by email to the ESICM Office: [education@esicm.org](mailto:education@esicm.org)

#### **11.3. Documents required for filing a request**

The documents to be sent include:

- A dated and signed request letter from the Candidate;
- A statement clearly describing the violation of a specific exam regulation.

The EDIC Examination Sub-Committee of the ESICM Office has the right to formally refuse incorrect and incomplete request letters.

#### **11.4. Request - applicable deadlines**

The Candidate has 30 calendar days from the date on which the cause of action arises (*e.g.* for a request about the EDIC Exam results, it would be the date of the results letter; for a denial of admission, it would be the date of the decision to deny admission) to file a request.

Once this deadline has passed, the Candidate can no longer file a request.

#### **11.5. Decision**

If a request has been filed, the EDIC Examinations Sub-Committee will discuss the request and communicate its decision to the Candidate within 30 calendar days from the day the request is filed.

### **11.6. Grounds for appeal**

The Candidate who is not satisfied with the answer of the EDIC Examinations Sub-Committee or with the refusal of a request letter may appeal the decision before the Appeal Committee.

### **11.7. Documents required for lodging an appeal**

The documents to be sent include:

- A dated and signed appeal letter from the Candidate;
- A statement clearly describing the violation of a specific exam regulation;
- The reasons why the EDIC Examinations Sub-Committee's decision does not follow the applicable rules.

The Appeal Committee has the right to formally refuse incorrect and incomplete appeal documents.

### **11.8. Appeal - applicable deadlines**

The Candidate has 30 calendar days from the date of the EDIC Examinations Sub-Committee's decision. Once this deadline has passed, the Candidate can no longer file an appeal.

If an appeal has been lodged, the Appeal Committee will discuss the complaint and communicate its decision to the Candidate within 30 calendar days from the day the appeal is lodged.

### **11.9. Appeal decision**

Appeals against the decision of the Appeal Committee are not permitted, as its decision is considered final and binding.

### **11.10. Procedural fee**

A procedural fee of € 200 is charged to the Candidate as soon as the request/appeal documents are received by email to the ESICM Office. Should the Candidate submit a request and subsequently file an appeal, the procedural fee shall be charged on each occasion.

The costs are reimbursed if the EDIC Examinations Sub-Committee/Appeal Committee grant the Candidate's request or appeal.

### **11.11. Next sitting**

As long as the request/appeal process is pending, the Candidate cannot repeat the exam or sit the next one.

### **11.12. Appeal Committee's mission and composition**

The Appeal Committee is tasked with independently reviewing and adjudicating appeals submitted by Candidates. This Committee operates separately from the EDIC Examinations Sub-Committee to



ensure impartiality in the appeals process. The primary responsibility of the Appeal Committee is to verify any alleged irregularities in the EDIC examination process and make determinations accordingly.

The Appeal Committee is established by the Chairs of the EDIC Examinations Sub-Committee, the NEXT Committee and the Education and Training Committee. Its members include:

- Three former members of the EDIC Examination Sub-Committee, one of whom serves as the chair of the Appeal Committee;
- One member from the NEXT Committee;
- One representative from the ESICM Executive Committee.

In order to avoid a potential conflict of interest, active members of the EDIC Examinations Sub-Committee or the Education and Training Committee are ineligible to serve on the Appeal Committee. Each member serves a term of three years, which may be renewed once.

## **12. NOTIFICATIONS AND COMMUNICATION**

Exchanges between the Parties must take place by e-mail, using the e-mail address indicated in the EDIC T&C (for ESICM) and on the platform (for the Candidate).

If the Candidate's contact information is updated, it is the Candidate's responsibility to notify ESICM as soon as possible. ESICM cannot be held responsible for the consequences of the use of contact data not updated by the Candidate. The date considered for calculating deadlines is the date on which the e-mails that include the results are sent.

## **13. CONTACT DETAILS**

All communications must be sent to the ESICM Office.

If the T&C EDICs stipulate that a particular body within ESICM is to be contacted, the particular body must be mentioned in the subject line of the e-mail and in the e-mail header.

If the Candidate does not use the correct contact information to communicate, the communication is deemed not to have been received.

The relevant contact information is:

ESICM (European Society of Intensive Care Medicine):

19 Rue Belliard

1040 Brussels Belgium

E-mail: [education@esicm.org](mailto:education@esicm.org)



## 14. SECURITY

During the account creation process, the Candidate accepts the EDIC T&C and provides a username and password. These are solely for the Candidate's use and are not to be shared with anyone else. The Candidate is solely responsible for maintaining the confidentiality and security of her or his username and password and for any access to and use which occurs under her or his account. The account may only be used by the Candidate to which the account is registered and may not be used by, or transferred to, another person.

ESICM does not take responsibility for any misuse of the account by external parties or any consequences or potential damages that may result from such misuse. ESICM cannot be held responsible for unauthorized access to the Candidate's account, or any changes made to this account.

After creating the account, the Candidate completes the account's profile with true, accurate, current and complete information.

## 15. EVIDENCE

The use of the Identifiers linked to a Candidate account is considered, by the Candidate, as valid and sufficient proof establishing that the use of this Candidate account is made under the Candidate's responsibility.

ESICM records access to its services in a log file, which includes the identification of the Candidate, the time and duration of the connection, and the means of access and identification used.

In the eyes of the Parties, this log file is sufficient proof of the information contained therein.

## 16. INTELLECTUAL PROPERTY

### 16.1. The intellectual property rights owned by ESICM

In the EDIC T&C, the notion of "Intellectual Property Rights" is defined as intellectual property rights interpreted in the broadest sense, *i.e.*, (1) without limitation, copyrights, neighbouring rights, database rights, patents, trademarks, service marks, protection of trade secrets, whether or not such rights are registered; (2) all other intellectual property rights and any other similar and/or equivalent forms of protection existing in the world today.

ESICM is the owner of the full and complete ownership of the Intellectual Property Rights on the Works, as well as on each of their components, including, but not limited to, the following elements as well as their modifications, evolutions, adaptations:

- Programs in source and object code;
- Preparatory design work;
- Specifications, preliminary studies, descriptions, plans, pre-studies;
- Study and specification files;



- Technical and programming files;
- Graphic interfaces;
- Any incorporated work, whatever the type (text, slogan, image, photos, logo, sound, music, illustrations; video...);
- Mock-ups and prototypes and intermediate deliverables;
- The files of parameter setting;
- Operating files;
- All technical information necessary or useful for the execution of the Contract;
- The documentation and information relating to each of these elements, their use, operation and their evolution of any kind.

The EDIC T&C shall not have the effect of transferring, licensing or assigning any Intellectual Property Rights on the Works, in whole or in part, to the Candidates, except as expressly provided in the EDIC T&C.

The Candidates only have a right to access some of the Works, strictly limited to what is necessary to take the EDIC Exam, on a non-exclusive, personal and non-transferable basis.

Consequently, the Candidate shall refrain from any action that may infringe ESICM's Intellectual Property Rights on the Works, including, but not limited to, any reproduction, adaptation, modification, translation, arrangement, distribution, decompilation, transmission, broadcasting, publishing, licensing, transfer, sale of any or part of the Works, for any purpose whatsoever

Any representation, reproduction, exploitation, total or partial, of the distinctive signs of ESICM (in particular, but without being limited to, its corporate names, commercial names, brands, domain names...) of any nature whatsoever, is also prohibited.

## **16.2. Prohibition of infringements**

The Candidate undertakes not to infringe the property rights and intellectual rights of ESICM related to the Works described above. Subject to the exceptions provided by law, and without this list being exhaustive, the Candidate shall refrain from modifying, copying, distributing, transmitting, broadcasting, publishing, granting under licence, transferring, selling, reproducing or having reproduced any or part of the information, or any form of exploitation of the Works, software, products or services obtained from the Works and use of the Works, temporarily or permanently, by any method, known or unknown, in any medium, without the prior written consent of ESICM. Failure to comply with this prohibition constitutes an infringement for which the offending Party may be held liable for civil and criminal penalties.

ESICM will take appropriate legal action against the Candidate to protect ESICM's rights if the Candidate breaches the provisions of the Contract, this section, or any applicable laws.



## 17. LIABILITY

If the Candidate cannot complete the EDIC Exam Part I or II 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 Examinations Sub-Committee is entitled to declare the test session invalid. The EDIC Examinations Sub-Committee will in such a case investigate the nature of the interruption and will contact the Candidate.

The EDIC Examinations Sub-Committee shall make its best efforts to ensure that the examination systems, including proctoring and backup mechanisms, function effectively.

If the disruption cannot be attributed to the ESICM systems, the Candidate can register again for the examination and pay the due examination fee.

If the disruption can be attributed to the ESICM Systems, despite the EDIC Examinations Sub-Committee's best efforts, the EDIC Examinations Sub-Committee will enable the Candidate to take the exam again without being obliged to pay examination fee once more or will take any other appropriate measures.

The EDIC Exam gives the Candidates 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.

## 18. CONFIDENTIALITY

Regarding Confidential Information provided or to be provided to it by the other Party, or of which it may have become aware, each Party undertakes to :

- Protect and treat it in the strictest confidence;
- Not to reveal to any third party, without the prior written consent of the other Party, the nature or content of the Confidential Information, either directly or indirectly;
- To use the said Confidential Information solely for the purposes of performing the Contract;
- Not to disclose, copy, reproduce, copy, photograph, duplicate, distribute, all or part of the Confidential Information for purposes other than the provision of the services or the performance of the Contract;
- Ensure the security of the Confidential Information.

The obligations set forth in this article prevent, for example, but without being limited to, the Candidate from

- Revealing Confidential Information to anyone at any time during the performance of the contract, whether before (while, for, example, preparing for the exam or studying), during or after the examination;





- Making examination materials available to third parties.

This undertaking of confidentiality shall not, however, apply to information:

- Which has entered the public domain prior to its disclosure and/or communication, or which will enter the public domain after its disclosure and/or communication in the absence of any breach by the Party which received it;
- Which have been lawfully received from a third party without breach of the Contract;
- were lawfully in the possession of the receiving Party prior to disclosure.

If the receiving Party is compelled to disclose Confidential Information received from the disclosing Party, due to a legislative or regulatory provision, a judgment or a decision of an organization vested with legal authority, the receiving Party will inform the disclosing Party of this request as soon as possible, so as to enable the latter to take all measures to safeguard its Confidential Information to the best of its ability.

Each of the Parties is responsible for ensuring that its employees and any subcontractors comply with the confidentiality obligations detailed in this article and will assume all liability in the event of any breach of these obligations.

Confidential Information remains the property of the Party disclosing it to the other Party. Under no circumstances shall the transmission of Confidential Information to the other Party be construed as conferring upon it any right or interest whatsoever in the Confidential Information.

The Parties undertake to return or destroy, as instructed by the other Party, documents or their reproductions containing Confidential Information, immediately upon request by the Party concerned and at the latest upon dissolution of the Contract for any reason whatsoever.

Any breach of the confidentiality obligation entails the obligation for the Party in breach to pay the other Party the sum of 5,000.00 euros for each piece of Confidential Information disclosed.

This article shall survive the termination of the Contract for any reason whatsoever, for a period of ten (10) years.

## **19. FORCE MAJEURE**

Neither Party shall be liable for failure to perform, in whole or in part, its obligations if such failure results from a force majeure event. For its duration, the event of force majeure suspends, for the Party invoking it, the performance of its obligations.

The Party affected by the event of force majeure shall do everything in its power to avoid, eliminate or reduce the causes of the delay, and shall resume performance of its obligations as soon as the event invoked has ceased to prevent performance of the Contract.

Cases of force majeure include, but are not limited to, civil or foreign war, governmental or legal restrictions, embargoes, total or partial strikes, whether internal or external to the company, or strikes which may affect the operation of the Parties' services, as well as events such as explosions, fires, and weather conditions affecting and rendering travel impossible or perilous, riots, lock-outs, severe bad





weather, epidemics, blockage of means of transport or supply, for any reason whatsoever, earthquakes, storms, floods, water damage, destruction of equipment, computer attacks or hacking, total or partial blockage of networks, bandwidth, energy supply (such as electricity), temporary or permanent removal or prohibition, for any reason whatsoever, of access to the Internet or to telecommunication facilities, the cause of which is beyond the control of the parties, legislative or regulatory requisitions restricting the purpose of the Contract or free movement.

After a period of 60 days of interruption due to force majeure, either Party may choose to terminate the Contract by registered letter with acknowledgement of receipt sent to the other Party.

The force majeure provisions of the present article do not apply to the obligation to pay the price.

The cases referred to in this article include, but are not limited to, the following:

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

The EDIC Examinations Sub-Committee reserves the right to request proof of force majeure from the Candidate when such proof can be demonstrated, such as, but not limited to, a medical certificate.

## **20. JURISDICTION AND APPLICABLE LAW**

Any dispute concerning the conclusion, performance or non-performance, interpretation, validity, dissolution, and, in general, any dispute relating to the Contract and, generally speaking, to the whole contractual relationship between the Candidate and ESICM, shall be governed by Belgian law, to the exclusion of any other legislation.

The parties shall endeavour to resolve any dispute or claim arising out of or relating to the Contract (including but not limited to the registration to the EDIC Exam, the presentation of the EDIC Exam and or the results) within 30 days from the date the matter is referred to them or such other period as the Parties may agree. The procedure outlined in this section shall not be binding on ESICM in the event of a breach by the Candidate (i) that threatens the continuity of ESICM's business, (ii) that materially threatens the quality of ESICM's services which includes, but is not limited to, repeated failure by the Candidate to comply with technical requirements essential to maintain examination standards, such as stable connectivity, approved device configurations, or software compatibility checks required by ESICM; actions by the Candidate that result in repeated disruptions during the exam session, which may impact the performance of other Candidates or prevent effective monitoring and oversight; or refusal or persistent delays in responding to ESICM's requests for essential documentation or information necessary for exam processing or validation, potentially impacting ESICM's ability to



deliver timely and accurate exam results, or (iii) relating to the Candidate's obligations under the EDIC T&C concerning confidentiality, intellectual property rights or data protection.

Any dispute concerning the conclusion, performance or non-performance, interpretation, validity, dissolution, validity, and, in general, any dispute relating to the EDIC T&C and, generally speaking, to the whole contractual relationship between the Candidate and ESICM (including, but not limited to taking, passing or failing the EDIC Exam part I or II), which has not been resolved following the preceding paragraph, and only from the moment internal remedies have been exhausted, can only be submitted to the competent French-speaking courts of Brussels, in Belgium, to the exclusion of any other jurisdiction. This rule applies to any type of proceedings, notwithstanding a plurality of respondents or third-party claims, including for urgent or protective proceedings, whether urgent or on-demand.

If this Agreement is written in more than one language, the English version shall prevail.

## **21. ENTRY INTO FORCE**

These Terms & Conditions apply as from the day the Candidate accepts them.

The Candidate is legally bound by the EDIC T&C once she/he accepts them by clicking on the "I accept the terms and conditions" button, the «YES, I ACCEPT » button or any button proposing an equivalent mention when creating its profile.

## **22. REASONABLE ADJUSTMENTS TO EXAMINATIONS AND MEDICAL CONDITIONS ON THE EXAMINATION DAY**

### **22.1. Reasonable adjustments to examinations**

Wherever possible, the EDIC Examination Sub-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 12 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 the 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;
- enlargement of examination materials;
- additional time.

After obtaining the necessary documentation, adjustments may be approved if the Candidate's circumstances justify such. Candidates will be notified in writing by email 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 Examinations Sub-Committee, whose decision will be final. The EDIC Examinations Sub-Committee reserves the right to take independent advice to ensure that any proposed arrangements are appropriate and in accordance with any applicable legislation.

#### **22.2. 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 ESICM Office by email immediately.

Such adverse circumstances cannot be brought to the attention of the EDIC Examinations Sub-Committee after the submission of the exam.