

EBP-EAP Examination Basic Paediatric Knowledge

TERMS AND CONDITIONS

Contents

A. GENERAL STATEMENT	3
B. ELIGIBILITY CRITERIA & REQUIRED DOCUMENTATION	3
C. EXAM FEES & PAYMENT POLICY	4
D. REGULATIONS FOR REMOTE EXAMS	4
E. ONSITE REGULATIONS (FOR EXAMS WHICH ARE HELD IN PERSON)	5
F. EXAM STRUCTURE & BLUEPRINT	6
G. SCORING & RESULTS	6
H. CERTIFICATE DISTRIBUTION	6
I. PRIVACY AND PROTECTION OF YOUR PERSONAL DATA	6
J. INTELLECTUAL PROPERTY RIGHTS	6
K. LICENSE & LIMITATIONS	7
L. SUPPORT	7
M. WARRANTIES	8
N. LIABILITIES	8

O. INDEMNIFICATION	8
P. UPDATES & CHANGES	9
Q. DURATION & TERMINATION	10
R. APPLICABLE LAW & JURISDICTION	10
S. DEFINITIONS	10

A. GENERAL STATEMENT

European Board of Paediatrics – European Academy of Paediatrics offers its EBP-EAP Exam (hereinafter the “Exam”) through its online platform (hereinafter the “Platform”).

The Exam and Platform are owned and operated by European Board of Paediatrics – European Academy of Paediatrics (hereinafter, “we”, “us”, “our”, “EAP”), an international non-profit association, with registered office at Avenue de la Couronne 20, 1050 Brussels, Belgium and registered with the Crossroads Bank for Enterprises under enterprise number 0412.564.952.

These Terms and Conditions set out how you (hereinafter "you" or "Candidate") may use the Platform and binding guidelines with regard to the Exam. By registering for the Exam on the Platform, the Candidate confirms that he/she adheres to the Terms and Conditions as stipulated within this binding document.

These Terms and Conditions constitute a legally binding Agreement between us and you and govern your use of the Platform and binding guidelines with regard to the Exam. By using any part of the Platform, you acknowledge and agree that your use of the Platform is governed solely by these Terms and Conditions. If you do not agree to any provision of these Terms and Conditions, you are not authorized to (continue to) use or access the Platform or take the Exam in any way.

You represent and warrant that you have the necessary legal authority to agree to and accept these Terms and Conditions.

B. ELIGIBILITY CRITERIA & REQUIRED DOCUMENTATION

1. Candidates must meet all eligibility criteria and provide all required documentation during the online registration within the registration period to be accepted to sit the Exam.
2. The registration period (i.e. start/end of registrations) is announced on the EAP website.
3. To register for the Exam, Candidates must:

Eligibility criteria	3.1 Trainees who have completed 30-36 months of paediatric training in a recognized training program in Paediatrics or 3.2 Be a fully qualified Paediatrician.
Required documentation	3.4 Provide a university-awarded medical degree . 3.5 Provide proof of identity (valid passport or identification document) 3.6 If you are a trainee, provide attestation (for Example, from the Training Director or Clinical Director of the Paediatric Department) of their position on a Paediatric training program. 3.7 If you are a fully qualified paediatrician / general practitioner working in a setting with children who wish to take the Exam, either provide a diploma in paediatrics or a letter from the working institution clearly stating that you work in a paediatric setting.

4. Each registration will be processed within 21 days. The outcome of the application will be conveyed by email.
5. The Candidate must provide copies of original documentation, accompanied by an official translation if the original is not in the English language. The EAP Office (hereinafter “Office”)

has the right to ask for translated documentation in cases where the documentation provided is in a language other than English. The Office has the right to ask Candidates to provide any additional documents if eligibility remains unclear.

6. The Office has the right to reject any Candidate who does not provide all necessary documentation that clearly proves his/her eligibility to sit for the Exam.
7. If taking the Exam at a centre, each Candidate must ensure that all travel requirements are met to enter the country where the Exam is to be held and organise all the necessary documentation well in advance (e.g. visa). The Office can provide an invitation letter upon request.

C. EXAM FEES & PAYMENT POLICY

1. The Exam fees set for the 2024 Exam are as follows:

Trainees in European centre*	€230
Trainees in non-European centre	€550
Fully qualified Paediatricians	€550

*Europe includes all 50 states as defined [here](#).

2. Registration for the Exam is considered incomplete until the Office receives full payment of the Exam fee.
3. The final step of the application is payment (via our online platform, Stripe). For group registration, please reach out to the Office. Payments that are not received by the Office within 7 days after the end registration period will lead to disqualification of the Candidate from the Exam registrations for that application.
4. Application status will be communicated by email. If your application is not successful, a full refund will be initiated within 48 hours of receiving the news. Depending on the bank's processing time, it can take anywhere from 5-10 business days to show up on your bank account.
5. No refund of the Exam fee is made for cancellations, withdrawals or not attending the Exam.
6. No refund of the Exam fee is made for Candidates who fail to test their equipment and connection prior to the Exam date and then have technical difficulties on the day of the Exam.
7. No refund of the Exam fee is made for Candidates who are found to have cheated or copied questions.
8. Reduced fees may apply to Candidates who are sent by their National Training Authority to sit the Exam as part of the national exit exam. For this to take effect, a written agreement between EAP and the National Society / Academic Institution must be arranged.

D. REGULATIONS FOR REMOTE EXAMS

1. Online Exams require appropriate invigilation (proctoring) to ensure the integrity of the results. Proctoring will be used to monitor Candidates during the Exam. The proctor will require access to the Candidate's web camera and microphone, to record and monitor the Candidate during the Exam. The Candidate is assumed to have acknowledged and been informed about such a recording being available for review during and immediately after the Exam, in accordance with the Privacy Notice relating to the use of the Platform. Manual or automated analysis of the recording may be made, to identify Candidates who, in the opinion of the Examination Committee, have shown evidence of cheating or similar inappropriate behaviour during the Exam.

2. Details of the process will be provided to Candidates ahead of the Exam, including information about the technical and security requirements of the Candidates.
3. Access to reference material, mobile phones, computers, or any other device with internet access is strictly prohibited during the Exam.
4. During the Exam, only technical questions will be answered by the proctor and no questions regarding the content.
5. Any Candidate who is deemed to have broken the regulations, or to have cheated, will be referred to the Exam Committee. If they confirm the infraction, the Candidate may be disqualified from the Exam and will forfeit their registration fee. Lesser sanctions (including the possibility to retake the Exam) may be used at the discretion of the Exam Committee.
6. Candidates must ensure that they check their equipment and internet connection with the proctor prior to the Exam date (details will be provided).
7. It is strictly forbidden to either copy or disclose the Exam questions in any way. All Exam content is confidential.

E. ONSITE REGULATIONS (for Exams which are held in person)

1. Onsite Candidates are still required to register via the online Platform individually.
2. Each Candidate must register at the signing desk in front of the Exam room in good time for the Exam (at least 20 minutes ahead of the start time).
3. Each Candidate must bring an identification document (*valid passport, national ID, driver's license*) in order to enter the Exam room and sit the Exam.
4. No other items and personal belongings apart from 1 sweater or jacket (i.e. no bags, smartphones, wallets, food, drinks etc.) can be brought with the Candidate to his/her Exam desk. Essential medical items and toiletries may be permitted.
5. All electronic devices left at the makeshift drop-off place must be switched off.
6. Thirty minutes after the indicated start time, the Exam room closes, and no participants will be allowed to enter.
7. Electronic devices will be made available to all Candidates at the Exam and will contain the questions. Answers will be entered directly into the device.
8. Exam aids (e.g. calculator, notes) are not permitted.
9. During the Exam, only technical questions will be answered by invigilators, but no questions regarding the content. You are requested to raise your hand in case you have a question.
10. Only 1 person may leave the room for a toilet break at a time. You are requested to raise your hand and ask an invigilator to be escorted.
11. Copying or cheating of any form may result in immediate exclusion from the ongoing Exam as well as exclusion from future applications to sit the Exam. The decision will be at the discretion of the Exam supervisor.
12. It is strictly forbidden to either copy or disclose the Exam questions in any way. All Exam content is confidential.
13. When finished (before or at the end of the allocated time), each Candidate must stay at his/her desk and raise hand to notify an invigilator.
14. If a subsequent sitting of the Exam is scheduled to follow the first Exam, no-one will be able to leave the Exam room until 15 minutes before the allocated end time for the Exam.
15. No material, apart from their own sweater or jacket, essential medical items and toiletries, can be taken out of the Exam room by the Candidates, either during or after the Exam.
16. Candidates must always follow the instructions of onsite Exam supervisors and staff.

F. EXAM STRUCTURE & BLUEPRINT

1. The Exam tests knowledge and applied knowledge only.
2. The Exam is in the form of multiple-choice questions (MCQs).
3. The Exam is delivered only in English.
4. The Exam is designed using the approved European syllabus in core paediatrics.
5. The questions selected for the Exam are mapped to the Exam blueprint. This blueprint shows all topics covered in the Exam and the average percentage of questions devoted to each of these topics.
6. All questions require a single best answer (A-type questions).

G. SCORING & RESULTS

1. One (1) point is awarded for each correctly answered question.
2. There is no negative marking for incorrect answers.
3. An unanswered question is considered incorrect.
4. After the Exam, all answers are sent to an independent partnering institution for results evaluation and statistical analysis.
5. A 3-round statistical analysis with key validation and decision to keep or eliminate questions with low performance is done by the Exam Committee in collaboration with the Institute of Medical Education. Based on this, the passing score is set.
6. In order to pass the Exam, Candidates must score a number of points equal or higher than the passing score set by the Exam Committee.
7. Exam results will be available within 6 weeks of the Exam date. Each Candidate will also receive a notification email.
8. Exam results include:
 - 8.1 Official results letter (including sub score analysis)
 - 8.2 Digital certificate

H. CERTIFICATE DISTRIBUTION

1. A digital certificate will be provided to each Candidate.
2. If a printed certificate is required, a fee of €60 will be charged.

I. PRIVACY AND PROTECTION OF YOUR PERSONAL DATA

1. By registering for the Exam on the Platform, the EAP will process the Personal Data of the Candidate. EAP only collects and processes your Personal Data in accordance with the Privacy Notice of EAP. Our Privacy Notice provides more information on how we collect and process your Personal Data and can be consulted at all times via this [link](#) and on the Website of EAP Exam.

J. INTELLECTUAL PROPERTY RIGHTS

1. For the purposes of these Terms and Conditions between us and you, the Platform, including all its functionalities, and all (established and/or applicable) related or associated worldwide Intellectual

Property Rights shall remain the exclusive property of EAP.

2. All rights in, on and pertaining to the Platform not expressly granted to the Candidate in these Terms and Conditions are reserved to us.
3. Except as expressly provided in these Terms and Conditions, no express or implied licence is granted to the Candidate in respect of the Platform or any part thereof, including any right to obtain any source code, data or other technical material relating to the Platform.
4. Insofar the Candidate would provide to EAP any suggestions, comments or feedback regarding the Platform and services (collectively "Feedback"), the Candidate shall grant EAP a worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up right:
 - to make, use, copy, modify, sell, distribute, sub-license, and create derivative works of, the Feedback as part of the Platform or any other EAP services;
 - to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of the Platform or any other EAP services.

The Candidate assures that their Feedback is not bound by any license terms that would impose additional obligations on EAP regarding any EAP services that may integrate the Candidate's Feedback.

The Candidate expressly agrees that its Feedback does not grant the Candidate any proprietary rights (including no Intellectual Property Rights) in, on or pertaining to the Platform or any EAP services.

K. LICENSE & LIMITATIONS

1. Without prejudice to Section J ('Intellectual Property Rights'), we hereby grant you a personal, revocable, non-exclusive, non-transferable, non-sublicensable right of use for the duration of the Agreement to use the Platform in accordance with these Terms and Conditions.
2. Neither you nor any Third Party upon your instruction shall, under any circumstances:
 - Decompile, disassemble or reverse engineer the software, or attempt to reconstruct or discover the source code, underlying ideas, algorithms, file formats or programming interfaces of the Platform in any way;
 - Distribute, sell, rent, sublicense, lease, loan, distribute or otherwise transfer the Platform or any part thereof to any Third Party, except as expressly permitted under these Terms and Conditions;
 - Change, remove or make illegible product identification, proprietary information, copyright notices, digital watermarks or other notices in or on the Platform;
 - Modify, adapt or alter any part of the Platform, create a derivative work from any part of the Platform or integrate the Platform into or with other software, except to the extent expressly permitted by us in writing;
 - Use the Platform to conduct or promote illegal activities;
 - Use any automatic, electronic or manual high-volume process to access, search or collect information about the Platform (including but not limited to robots, spiders or scripts);
 - Intentionally distribute worms, trojan horses, corrupt files or other destructive or deceptive elements or use the Platform for unlawful, intrusive, infringing, defamatory or fraudulent purposes;
 - Remove or otherwise bypass technical and other protective measures in the Platform.

L. SUPPORT

1. First of all, we kindly refer you to our website www.eapaediatrics.eu/ebp-Exams/ for any questions you might have about the Platform, Exam or our services.
2. In case you would have any remaining questions please contact us via e-mail at ebpexam@eapaediatrics.eu or via our mailing address: European Board of Paediatrics – European Academy of Paediatrics, Avenue de la Couronne 20, 1050 Brussels, Belgium.

3. In case you require technical support however, please contact the live help/chat on the platform directly (where applicable) or contact ebpexam@eapaediatrics.eu. We will make reasonable efforts to answer your questions in the shortest possible time and solve your technical problems with the Platform and Exam.

M. WARRANTIES

1. To the extent permitted by applicable law, we grant you the right of use to the Platform on an "as is" and "as available" basis and make no warranty of any kind, whether express, implied, statutory or otherwise, with respect to the Platform (including any content, information or recommendations contained therein), including (without limitation) any implied warranties of satisfactory quality, merchantability, fitness for a particular purpose or non-infringement. All warranties, conditions and representations otherwise implied by applicable law with respect to the Platform are excluded to the fullest extent permitted by law and are disclaimed.
2. The Platform may include inaccuracies and typographical errors. We do not guarantee that all errors will be corrected or that access to or operation of the Platform will consistently remain uninterrupted, secure, and free of errors. Furthermore, we cannot guarantee the absolute accuracy or completeness of the information provided on the Platform. We expressly reserve the right to correct any erroneous information in the Platform.

N. LIABILITIES

1. In accordance with this Article of the Terms and Conditions, you agree that EAP can only be held liable on the basis of these Terms and Conditions to the extent that the damage suffered by you is directly attributable to us.
2. In no event shall EAP be liable for any loss or damage caused by viruses or other technologically harmful material that may infect your (mobile) device, data or other protected material through your use of the Platform.
3. Notwithstanding any other provision of these Terms and Conditions, EAP shall not be liable under contract (including any indemnity or warranty), tort (including negligence), warranty, statute, or otherwise, in relation to these Terms and Conditions for any indirect, incidental, punitive, consequential damages, lost revenue, lost profit, interrupted use, lost or corrupted data, costs of procurement for substitute products or services or third-party software claims. These limitations apply regardless of whether (i) EAP was advised of the possibility of such damages, or (ii) the damages were foreseeable. However, these liability limitations do not apply if the damage results from a EAP's intentional misconduct, fault, and/or deliberate recklessness.
4. EAP shall not be liable in any way for any damages resulting from your acts or omissions relying on the information provided on the Platform.
5. The limitations of this Article shall not apply to the extent restricted or prevented by mandatory applicable law that cannot be amended or excluded by contractual waiver.
6. In any event, subject to the maximum extent permitted by applicable law, EAP's liability under these Terms and Conditions in respect of any event (or series of related events) shall not exceed € 8000.

O. INDEMNIFICATION

By EAP

1. As provided herein, we will indemnify and defend you against substantiated and valid claims by Third Parties to the extent the claim is based on a violation of the Third Party's Intellectual Property Rights

- by the Platform, excluding claims resulting from:
- Your unauthorized use of the Platform;
 - Changes to the Platform made by you or by a Third Party appointed by you;
 - Your failure to use the latest version of the EAP Exam when we have indicated that the update or correction was necessary to prevent a potential breach;
 - Your use of the Platform in combination with products or services not specifically from us, without our express consent.
2. Such indemnification obligation is subject to the following conditions:
 - EAP must be notified immediately in writing of any such claim or demand;
 - We will determine the defence and settlement of such a claim at our discretion;
 - At our request, you will cooperate fully with us in defending and settling such a claim at our expense;
 - You make no representations about our liability in respect of any such claim, nor do you agree to any settlement in respect of any such claim, without our prior written consent.
 3. If these conditions are met, EAP will indemnify you for all damages and costs incurred by you as a result of such claim, as awarded by a court in last instance having jurisdiction or as agreed in the settlement with our plaintiffs.
 4. If, in our reasonable opinion, the Platform is likely to be the subject of an infringement claim by a Third Party, we reserve the right, in our sole discretion and at our own expense:
 - To modify the Platform (or the (allegedly) infringing part thereof) so that the infringement no longer exists, but the equivalent functionality is maintained;
 - For you to obtain a licence to continue to use the Platform in accordance with these Terms and Conditions.

By the User

5. You will indemnify and hold us harmless from any claim, demand, loss, liability or damage of any kind, including reasonable attorneys' fees, whether in tort or contract, that we may face as a result of a claim by a Third Party relating to:
 - Your breach or violation of any provision of these Terms and Conditions or other instructions or policies;
 - Content that violates the Intellectual Property Rights of Third Parties;
 - Fraud, deliberate deception or gross negligence on your part.
6. You agree that use of the Platform in breach of the provisions in Clause 1 and 4 of this Article constitutes unauthorized and inappropriate use of the Platform.

P. UPDATES & CHANGES

1. EAP reserves the right at any time, with or without cause and without prior notice to or liability to you:
 - Amend, supplement or change these Terms and Conditions for good cause;
 - Modify the Platform. This also includes the removal or discontinuation, temporarily or permanently, of any service or other feature of the Platform without any liability to the Candidate or Third Parties; and/or
 - Reject or terminate your use of and/or access to the Platform in whole or in part, temporarily or permanently.
2. Any such amendments, additions or changes to the Terms and Conditions and/or the Platform shall take effect immediately after they are made available on the Platform or after you are notified thereof. By continuing to use the Platform, you agree to any changes, additions or modifications to the Terms and Conditions and/or the Platform. You do not have the right to amend, supplement or modify these Terms and Conditions in any way.

3. With respect to changes, additions and/or amendments to our Privacy Notice, you will be notified separately in accordance with the provisions of our Privacy Notice.
4. We recommend that you check these Terms and Conditions periodically to ensure that you are aware of the most recent Terms and Conditions that you must comply with.

Q. DURATION & TERMINATION

1. These Terms and Conditions (and therefore the agreement between you and EAP) are effective from the moment you agree to these Terms and Conditions by registering for the Exam on the Platform and will remain in effect until one year after the Exam.
2. We may immediately restrict, terminate or suspend your use of the Platform at any time, without prior notice or liability, at our sole discretion, because of a serious breach of these Terms and Conditions or the underlying agreement committed or caused by you and without limitation, including, but not limited to, a breach of the Terms and Conditions, or other instructions, guidelines or policies (including, but not limited to our Privacy Notice). Any such suspension by us will continue until you have remedied the breach that led to the suspension or limitation.

R. APPLICABLE LAW & JURISDICTION

1. These Terms and Conditions are exclusively governed by and interpreted in accordance with Belgian law and shall not be interpreted in accordance with any conflicting laws or regulations.
2. The courts and tribunals of Brussels shall have exclusive jurisdiction if a dispute arises in relation to the Platform, Exam and/or these Terms and Conditions.

S. DEFINITIONS

Candidate	means any natural person who registers for the EAP Exam;
Exam	means the European Board of Pediatrics Examination that is being offered on the Platform and which is, with the Platform, the subject of the present Terms of Conditions;
Exam Committee	The Exam Committee, led by the Chair of EBP (member of the EAP Executive Committee) and the head Exam Officer, consists of prominent volunteers who oversee the exam process. All committee positions are voluntary.
Intellectual Property Rights	means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, copyrightable or mask work rights, neighbouring rights and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, rights to know-how and trade secrets, and industrial property rights; (e) layout design rights, design rights, topographic right (f) internet domain names, (g) rights to software and computer software programs (including but not limited to source code and object code), rights to data, database sui generis rights and documentation thereof; and other proprietary rights of every kind and nature other than trademarks,

service marks, trade dress, and similar rights; whether registered or not and (h) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world;

Office	means the EAP administrative office responsible for the overall administration of the exam, including managing logistics, organizing the application process, and addressing all related issues.
Personal Data	means any information relating to an identified or identifiable person;
Platform	means the platform where you can take the examination of the European Board of Pediatrics Examination, Exam and which is, with the Exam, the subject of the present Terms of Conditions;
Privacy Notice	means our privacy notice relating to the processing of Personal Data when registering for the Exam and using the Platform;
Terms and Conditions	means the current terms and conditions, governing the conditions under which the Candidate may use the Platform and take the Exam;
Third Parties	means any natural or legal person or entity that is not a party to these Terms and Conditions.