ECPhA education

EUROPEAN COUNCIL FOR PHARMACY EDUCATION ACCREDITATION

ECPhA CRITERIA FOR THE ACCREDITATION OF e-LEARNING MATERIALS

The European Council for Pharmacy Education Accreditation is an independent organisation founded by the European Association of Hospital Pharmacists (EAHP) and the European Society of Clinical Pharmacy (ESCP)

ECPhA criteria for E-learning materials

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1. European Council For Pharmacy Education Accreditation (ECPhA)

ECPhA aims at improving the quality of continuing education in pharmacy practiced in healthcare settings across Europe via accrediting live and online lifelong learning events throughout collaborating with national healthcare professional associations and accrediting bodies.

This will be achieved through applying high quality standards in the assessment of available educational programmes, which address the needs and current practice of pharmacists, pharmacy technicians and the pharmacy staff practicing in Europe.

ECPhA shall collaborate with international accreditation bodies and international healthcare associations in order to exchange and improve existing practices in the assessment of available European and international educational programmes.

ECPhA is an accreditation provider so the goal of ECPhA is to present an additional layer to the national accreditation systems and will not be a substitute of it.

In order to support this recognition, process the ECPhA introduced a common "CPE currency": the European CPE Credit (ECPEC – European Continuous Pharmacy Education Credit).

2. Agreements with European and non-European accreditation bodies

Europe

ECPhA will work to obtain signed agreements with national accreditation bodies from European countries. For a full and updated list of signed agreements in Europe please visit www.ecpha.eu. The countries with which the ECPhA has signed agreements will automatically recognise ECPhA credits.

Countries who have not yet signed an agreement with ECPhA may still recognise ECPhA credits on a voluntary basis. However, participants will also need to apply to the central or relevant regional accreditation authority in these countries.

International accreditation bodies

ECPhA could also obtain signed agreements with international accreditation bodies from outside Europe. The same conditions apply than for the accreditation bodies from European countries.

3. Glossary

Accreditation

A voluntary process in which an institution, organisation or agency submits to an in-depth analysis to determine its capacity to provide quality continuing pharmacy education in accord with standards, policies and procedures.

Bias

Bias is a term used to describe a tendency or preference towards a particular perspective, ideology or result, especially when the tendency interferes with the ability to be impartial, unprejudiced or objective.

Bias may be scientific, political, economic and financial, religious, gender-related, ethnic, racial, cultural or geographical. Bias may occur in relation to a particular industry or commercial product such as a mechanical device or pharmaceutical agent, or in relation to a particular intellectual, political or other view, in situations where a range of products or views may be equally useful or valid.

Blended learning
An educational programme that combines obligatory participation in a LEE and completion of an associated e-learning component. To apply for the accreditation of a blended learning module, you will need to apply for the live educational component and also for the e- learning component of the module separately.

Commercial Interest
A 'commercial interest' is any entity producing, marketing, re-selling, or distributing health care goods or services consumed by, or used on, patients. Providers of clinical service directly to patients are not 'commercial interests.'

Continuing Pharmacy Education (CPE)
Continuing education for the profession of pharmacy is a structured educational activity designed or intended to support the continuing development of pharmacists and/or pharmacy technicians to maintain and enhance their competence. Continuing pharmacy education (CPE) should promote problem-solving and critical thinking and be applicable to the practice of pharmacy.

Continuing Professional Development
A self-directed, ongoing, systematic and outcomes-focused approach to lifelong learning that is applied into practice. It involves the process of active participation in formal and informal learning activities that assist in developing and maintaining competence, enhancing professional practice, and supporting achievement of career goals.

E-learning material
E-learning is learning utilizing electronic technologies to access an enduring educational content at a time convenient to a learner. In most cases, it refers to a course or programme delivered completely online. It should utilise modern available IT options.

E-learning module:

A complete unit of e-learning material that meets on its own right the ECPhA criteria for accreditation of an ELM. The content and format of an accredited module cannot change once accredited or for the period for which it is accredited. If the provider wishes to change the content or format, a new application needs to be submitted.

Faculty
Faculty includes invited speakers, session chairs, workshop trainers, round-table moderators, discussion facilitators, developers and presenters of educational content and format of e-learning material etc. It does not include abstract/open paper/slide/poster presenters, speakers in non-CPE sessions, speakers in industry symposia and other non- accredited sessions.

Faculty should be selected based upon their knowledge of the subject matter; experience and teaching ability; and ability to meet the educational needs of the pharmacists.

Live educational event (LEE)
A meeting/event, the primary purpose of which is the provision of educational material of a pharmaceutical nature to pharmacists, with the aim that they will achieve educational benefit. It requires presence of a participant on the event's site. Each form of presence/participation requires a robust mechanism allowing confirmation of participation. It is expected that, as a result of this educational process, patients also will benefit from the lessons, applied in practice, that their specialist pharmacists have learned.

By extension, live webinars are considered LEEs. A webinar is a live online educational presentation during which participation by viewers can be confirmed and they can submit questions and answers.

The recording of a live educational event made available online after the event has taken place is not considered a LEE. It is therefore not permissible to transfer the credits granted to a LEE to a viewer of an online recording of the LEE

The recording however may be considered an e-learning material if it complies with the criteria for the accreditation of e-learning materials.

Needs assessment
Identification of educational needs of the pharmacists and/or pharmacy technician that serve as the basis for planning CPE activities.

National Regulatory Authority
National Regulatory Authority is the national authority that delivers pharmacists the right to practice pharmacy.

Organising/Scientific Committee
The people responsible for or who have contributed to the design of the event, selection and preparation of the format and the content of the programme, selection of the faculty etc. This does not include the non-pharmacy staff responsible for the logistical part of the organisation of the event, nor does it include the event faculty members who have not been involved in the preparation of the event.

Unrestricted educational grant
An unrestricted educational grant is financial sponsorship offered to a provider by the sponsor through a transparent contract. All funding must be provided free of any attempt of the sponsor to influence the programme, individual sessions, subjects for discussion, content or choice of faculty members.

4. Who is eligible to apply for CPE accreditation?

ECPhA considers accreditation events submitted by:

- an individual pharmacist representing entity responsible for continuing pharmacy education
- a university or hospital department
- a scientific pharmacy society
- a national pharmacy association
- a pharmacy communication agency
- a professional congress organiser (PCO)
- applications by other types of providers will be considered on a case-by-case basis

as long as the application is supported by a person or entity who will take responsibility for the

application.

5. ECPhA general principles

ECPhA provides accreditation for pharmacy education of the highest quality, thus supporting the best and most up-to-date patient care in Europe. In order to guarantee this high-level education, ECPhA has set the following principles:

Commercial influence and bias

- - the education provided must be free of any commercial influence or bias;
- - the education provided must be free of any form of advertising;
- - sponsorship must be under the form of an unrestricted educational grant.

ELM provided entirely by a pharmaceutical or medical equipment industry will not be considered for accreditation.

Educational needs and learning objectives

- - a needs assessment needs to be performed prior to design of the ELM ;
- - learning needs and educational outcomes need to be defined.

Conflict of interest and resolution of conflict of interest

- - conflicts of interest will need to be disclosed by the Organising/Scientific Committee and the faculty;
- - any actual conflict of interest will need to be resolved prior to the ELM material being accessible to learners

Learners' engagement and feedback

- - learners' attendance will need to be monitored;
- - learners are expected to provide feedback on the ELM;
- - the provider must submit an event report based on the learners' feedback.

Quality control

The ECPhA will randomly perform on-site quality controls of accredited ELMs.

6. Requirements for the accreditation of a CPE/CPD activity

All the criteria below are ESSENTIAL criteria.

Educational Objectives and Fulfilment of Learning Needs

1) The provider must state, in a readily-accessible manner, that the ELM has been prepared in order to fulfil stated educational needs, and indicate how this will be achieved.

This confirmation must demonstrate that a "needs assessment" process has been performed, that these educational needs have been defined, and will be fulfilled.

2) The provider must state in a readily-accessible manner, the expected educational outcome(s) of the ELM. These must be explained in terms of the knowledge, skills, attitudinal or behavioural, or ethical lessons that can be learned, and whether these are clinical or non-clinical.

3) The provider must clearly define, and state in a readily-accessible manner, the "target audience" for whom the ELM is most likely to be suitable.

The target audience must fall within the remit of the ECPhA. The target audience must therefore be explained in terms of specialty and seniority of the learner. ECPhA certificates may be distributed to any other healthcare professional completing an e-learning module (i.e., nurses, pharmacists, clinical scientists...) who wishes to benefit from ECPhA credits. It is up to the healthcare professional's association to recognise the ECPhA credits on a voluntary basis.

Description of Material

4) The provider must clearly explain, and state in a readily-accessible manner, in a brief summary, the content of the ELM.

5) The provider must respect and confirm the privacy and confidentiality of the learner, and confirm that any information provided by the learner will only be utilised for the specific purposes of completing the ELM.

This is particularly relevant in the case of interactive ELM (such as online websites). The only permitted exception to this will be with the valid consent of the learner.

6) The provider must clearly state, in a readily-accessible manner, the likely duration that the Learner will need to engage with the ELM in order to fulfil the educational objective(s).

This must be a minimum of one educational hour (60 mins of actual educational activity excluding introductions etc.), with each hour of educational time expected to count as one ECPEC credit.

7) The Provider must clearly state, in a readily-accessible manner, compliance of the ELM with all relevant ethical, medico-legal and legal requirements.
Where applicable, these must include: consent by patients and other participants to inclusion in the ELM, confirmation of confidentiality for patients and other participants, compliance with research ethics requirements, compliance with data- protection legislation, and copyright arrangements for the ELM. It is essential to ensure that patients are not, and cannot be identified in any of the materials presented.

8) The Provider must clearly state, in a readily-accessible manner, the date of preparation of the ELM , any substantial revisions to its content, and expiry date.

9) The Provider must clearly state, in a readily-accessible manner, the required format for use of the ELM,

(e.g. Windows/MacOS), and must provide contact details for the provision of assistance.
Nature of Material

10) All content within the ELM must be evidence-based, with notes on the level of evidence (where applicable), and suitable references. This must be to the standard required for a publication in a scientific journal.

11) The ELM must encourage the learner to employ methods of active, adult learning to achieve the educational objective(s).

These may include: problem-orientated learning, task-based learning, case-based learning, reflective learning, and performance improvement CME. The ECPhA also strongly recommends feedback be provided on the learner's engagement with the material, such as an explanation of why a response to the self-assessment component was incorrect.

12) The ELM must include a means of confirming learner engagement, and achievement of the educational objective(s). This must be of quality, duration and content appropriate to the ELM and the educational objective(s), and it must be integral to the ELM. It may be based on multiple-choice questionnaire or other self-assessment methodologies, but must have clearly stated assessment criteria (e.g. pass mark). This should be set by the provider of the educational content (as distinct from the provider of the product).
This self-assessment component must comprise a minimum of 10 minutes within the duration expected for the accreditation of each educational hour (1 ECPEC®).

13) All content must be free from any commercial or other forms of bias (see "definitions").
Where there is a valid evidence base for a specific therapy or agent, this may be stated, but must be referenced in a manner that is appropriate for a scientific journal. The ECPHA will reject any application that, in its opinion, includes biased information.

14) All content must be free of any form of advertising. The ECPhA will reject any application that, in its opinion, includes advertising of any product or company. The material can therefore not be hosted on the sponsor's website, nor contain the sponsor's logo on any page of the material. The ECPhA will allow one single page acknowledgement at the end where the sponsor is recognised for their support.

15) All content should be suitable for an international audience. This refers to the use of international terminology for procedures and therapeutic agents.

Details of the Provider

16) The provider must provide, in a readily-accessible manner, a short description of the provider organisation. While the use of the provider's logo(s) will be permitted (and not the use of the sponsor's logo), there must not be any attempt at using this description for advertisement.

17) The ELM must state, in a readily-accessible manner, the names and qualifications of the individual(s) involved in preparing the content. The ECPhA requires that all individuals who have contributed to the preparation and presentation of the material(s) are identified.

18) The ECPhA must provide the name and title of the pharmacist or technician who will take responsibility for its content. This pharmacist should be registered with a Regulatory Authority, and his/her registration details must be provided (if applicable).

19) There must be a full declaration of actual or potential conflict of interest of the individual(s) involved in preparing the content of the Material.

It is essential that the pharmacists who will take responsibility for the material provides and the individual(s) involved in preparing the content of the material provide a full declaration of actual or potential conflict of interest. Earnings from the sale or marketing of the Material itself will not be considered a conflict of interest. Each ELM must contain authors' COI declaration provided as a slide or oral statement in the introductory part of the ELM.

20)The source of all funding provided for the preparation of the Material must be declared, and stated in a readily-accessible manner. The source of all funding must be declared. Sponsorship (from one or more sponsors) of an ELM can only be considered as long as the grant is in the form of an "unrestricted educational grant" and all other ECPhA criteria are met. The ECPhA reserves the right to ask for the contractual arrangement between the provider and the sponsor.

Quality Assurance by the Provider

21) The provider must provide confirmation that it has had the ELM quality-assured prior to application to the ECPhA for accreditation.

As a minimum, the ECPhA requires the provider to have assessed its material using the criteria set out in this document.

22)The provider must provide a reliable and effective means for the learner to provide feedback on the ELM, and must make available to the ECPhA a report on this feedback and on its responses to this.
Each ELM module must include an evaluation form to be completed by learners after completion of the module. In order to maintain accreditation, this feedback must be submitted to the ECPhA within 12 months of accreditation having been granted.

23)The provider's evaluation record for previous or on-going modules or programmes must be satisfactory or, where not, reasons for unsatisfactory ratings must have been addressed.

All the criteria below are DESIRABLE criteria.

24) All content should be easy to use

25) The ELM should provide links to further relevant information.

Where these links are to commercial sites, this must be made clearly identifiable.

26)The provider should make available for the learner technical support related to the ELM.

7. Submission/evaluation/accreditation/appeal processes

If there is a fixed date when the e-learning material will go live and will be available for use to learners, the recommended time for submission of an application is at least 10 weeks from the planned launch of the online material.

The whole evaluation process should take no more than 7 weeks from the moment the application has been sent out for review. An application will be sent out for review when the

ECPhA o considers the application to be complete and has received payment of the accreditation fee.

Every time there is a delay in the process for which the applicant is responsible (cf. amendment procedure), the clock stops and the delay is not included in the above 7 weeks' schedule.

Submission process

- The only application form that will be accepted is that made available at ECPhA platform
- No applications sent on paper or by email will be considered.
- ECPhA will not accept late applications.
- As applications can only be received in English, applicants will be responsible for the translation of all submitted materials.

On application for accreditation by the ECPhA the applicant will provide:

- a link to the complete material with three sets of logins for the reviewers to access the material;
- a fully completed ECPHA application form, confirmed by the pharmacists who is taking responsibility for the material (see paragraph 18);
- full payment of the application fee.

In dealing with the application, the ECPhA commits to:

- providing, on its website, an ECPhA application form, based on the criteria (essential and desirable) set out in this paper;
- ensuring confidentiality regarding the material submitted;
- confirming for the applicant the following dates:

    1. a) on which the material was received,
    2. b) on which the application was complete,
    3. c) on which the application fee was cleared,
    4. d) the "starting date" – on which the ECPhA has begun its evaluation – which

will be determined by the above two criteria (b & c) having been met;

- choosing, from a pool of suitably-trained specialists, two assessors who have expertise appropriate to the material submitted;
- providing, via the ECPhA part of the ECPhA website, a progress record that is accessible by the applicant;
- ensuring that a decision is provided to the applicant within seven weeks of the starting date, except in the case of an appeal being lodged, when the process will take no longer than ten weeks;
- publishing on the ECPhA website the list of accredited modules. Criteria and Decision-Making for Accreditation

1. The material and the application form will be reviewed by the two designated ECPhA reviewers
2. For a positive decision to be made by the ECPhA both reviewers need to be in favour of accreditation and all essential criteria met, and at least one desirable criterion must be confirmed as achieved by the submitted material. As a specific point, the reviewer also will be required to confirm whether, according to their use of the material, the stated learning objectives have been fulfilled.
3. In order for the ECPHA to accredit the material, both reviewers must support the application.

Amendment Procedure

1. The ECPHA recognises that some applications may fulfil almost all the criteria needed for accreditation but be lacking in a small number. In accordance with its remit to encourage the improvement of the quality of CME/CPD, the ECPhA will provide feedback and recommendations for amendments to the material submitted by the applicant.
2. The ECPhA will permit the applicant one opportunity, at no additional charge, to submit a revised version of the material for accreditation. This amended submission must be provided within three weeks of the ECPHA's request for amendment or the ECPhA reserves the right to reject the application without further assessment.
3. The ECPhA commits to providing a decision within two weeks of receipt of the amended submission. Other than through the mechanism of appeal (see below), this decision by the ECPhA shall be final.

Appeal

1. Automatic appeal/automatic reconsideration – should the two designated ECPhA assessors differ in their assessment, an automatic appeal will be triggered, and the applicant will be informed that this has occurred. This automatic appeal will be completed within the timescale applicable for any application and will be performed at no further cost to the applicant.

8. Fees for individual e-learning modules

The fee for application to the ECPhA for its accreditation of an e-Learning material are:

500 euros: 1 module

1000 euros: for up to 10 accredited modules
1500 euros: for up to 20 accredited modules
2000 euros: for up to 30 accredited modules
3000 euros: for up to 40 accredited modules
5000 euros: for up to 50 accredited modules
75000 euros: for up to 100 accredited modules
10000 euros: for up to 100 accredited modules

Should an applicant appeal, in accordance with the procedure set out in this document, the ECPhA will charge an additional appeal fee of € 375.

The ECPHA reserves the right, in its sole discretion, to change its fees at any time. An application already submitted will be charged at the rate applicable at the time that it was made.

8. Outcomes

Confirmation of accreditation of the material by the ECPhA will permit the provider to use a statement to this effect (prepared by the ECPhA) on and within the material. This will be confirmed on the ECPhA website, and the number of ECPhA (as one ECPEC® per hour of education) will be stated. Only after confirmation of accreditation has been made can the provider use the ECPhA logo on material related to the e-learning module(s).

The logo may only be used in conjunction with, and in proximity to, the ECPHA accreditation statement and must not be associated with any commercial logo.

The logo cannot be used in notices, advertising, or promotion of activities other than in association with the ECPhA accreditation statement.

1. ECPhA accreditation of e-CPD/CME materials will be time-limited for a period of two years from the date of confirmation of accreditation. This date, and the expiry date, will be displayed on the ECPhA website, and the confirmation of accreditation will be removed from the website after this period has elapsed.
2. The ECPhA will permit, on request by the provider, the accreditation of translated versions of the originally accredited material as long as this does not involve any alteration of the content. This extension of accreditation will be permitted at no extra charge.
3. Accreditation of the material will not be transferable, and will only be permitted for the defined material, in the particular format, by the specified provider. Any breach of this rule will lead to the withdrawal of accreditation.
4. An application shall be limited to a single process of assessment for accreditation. As indicated in this document, this process normally will incorporate the assessment by assessors, one opportunity for improvement if deemed appropriate (amendment procedure), and the potential for one appeal. Beyond these steps, and the timescales set

out above, should the ECPhA reject the application, no further opportunity for re-assessment will be offered, other than by a new application.

5. Where a website, an electronic communication or a printed material lists ECPhA accredited ELM along with non-accredited ELM, the provider must assure that learners can easily recognise the accreditation status. Listing an ELM not accredited by the ECPhA in a misleading way, suggesting that ECPhA has also accredited it, will lead to withdrawal of accreditation.

9. Major causes for rejection of an application at the level of initial review

1. Failure by a provider to disclose the means of funding of a ELM will lead to rejection of the application.

2. Grossly or significantly inaccurate attendance declarations will lead to automatic rejection of the application and any future application.

3. The Applicant must not attempt to influence the decision of the ECPhA. Specifically, any attempt to contact the reviewers of the application will result in automatic rejection of the application and forfeiture of the fee.

5. The use of any statement by the provider that suggests that accreditation has been granted or has been provisionally granted while the application review process is not yet completed with positive outcome will result in automatic rejection of the application.

6. Any unauthorised/inappropriate use of the ECPhA logo will result in action being taken by the ECPhA.

10. Allocation of European CPE Credits - ECPEC

The ECPhA awards credits on the following basis:

One hour of LEE CPE activity = 1 ECPhA credit

1 accredited hour of LEE = 60 mins of actual educational activity.

The ECPhA does not award half credits.

By applying for an accreditation on this website, you are deemed to have read and agreed to the following Terms and Conditions (as defined hereafter):

TERMINOLOGY AND INTERPRETATION

Unless the context otherwise requires, each of the following words and expressions in these Terms and Conditions shall have the following meaning:

"Terms and Conditions" refers to the present terms and conditions with all schedules and annexes (if any).

"Applicant", “You” and “Your” refer to the natural person or legal entity accessing this website and applying for the ECPhA accreditation system of live continuing pharmacist education events pursuant to the online process provided on the website http://www.ecpha.eu

"The ECPhA", “Ourselves”, “We” and "Us" refer to the Belgian international non- for-profit organization European Council for Pharmacy Education Accreditation (ECPhA), having its registered seat at B-1200 Brussels (Belgium), Boulevard Brand Whitlock, 87 and registered under the legal entity register (RPR Brussels) of the Crossroads Bank for Enterprises under no. 0469.067.848.

“Party”, “Parties”, or “Us”, refer to both the Applicant and Ourselves, or either the Applicant or Ourselves.

Unless the context otherwise requires, (i) words importing the singular shall include the plural and vice versa, (ii) all references to a provision of law include a reference to that provision as amended or re-enacted, (iii) all references to a "party" include references to its permitted assigns and transferees and its successors in title, and (iv) headings contained herein are for ease of reference only.

SCOPE

These Terms and Conditions shall apply to the accreditation application made by the Applicant through the ECPhA website (http://www.ecpha.eu) and shall govern any service or any product supplied by the ECPhA to the Applicant in this framework, unless specifically agreed otherwise in writing by the Parties.

By making an application, the Applicant, to the fullest extent permitted by law, waives irrevocably and unconditionally the application of its own terms and conditions to the ECPhA accreditation application launched by it.

INTELLECTUAL PROPERTY RIGHTS

Copyrights and other relevant intellectual property rights exist on all text relating to the ECPhA’s services and the full content of this website. These rights shall always remain the exclusive and entire property of the ECPhA.

The ECPhA’s logo, brand names and specific services featured on this website are registered trademarks of the ECPhA in the European Union.

Only after confirmation of accreditation has been made can the Applicant use the ECPhA logos on material related to the live educational events. Any unauthorized use of these logos will result in action being taken by the ECPhA, including, but not limited thereto, legal proceedings.

CONFIDENTIALITY

The Applicant commits not to inform or disclose to third parties any confidential information regarding the ECPhA, its contractors, employees, suppliers, representatives, advisors, agents and/or any related company, except in case of a prior express consent in writing by the ECPhA. This obligation shall apply throughout the duration of the contract between the ECPhA and the Applicant as well as for a period of five years following the end of the contract.

Confidential information is all information and documents that are exchanged between the ECPhA and the Applicant, either oral or spoken, regardless of their nature, and whether or not these are marked as confidential.

PRICES

The fee for a ECPhA accreditation application relating to a live event is determined in accordance with the principles set forth in the "Accreditation of Live Educational Events by the ECPhA" document which is available through this following weblink: www.ecpha.eu

This document is an integral part of the present Terms and Conditions. The Applicant acknowledges that it has read such documents and undertakes to comply with their applicable terms.

The fee for a ECPhA accreditation application relating to a live event is determined in accordance with the expected total attendance of learners. The Applicant shall submit in good faith the number of learners expected to attend the accredited live educational event. If the Applicant submits a number of learners that is clearly below the number of learners that should reasonably be predictable, the ECPhA reserves the right to refuse any future application of this Applicant and to send an additional invoice based on the actual number of learners who attended the live educational event.

Any tax of any kind on the fee payable to us shall be borne by the Applicant in accordance with any applicable regulation.

The Applicant shall provide correct billing information, and in case of a VAT exemption, the certifying documents proving such exemption.

The ECPhA reserves the right, in its sole discretion, to change its fees at any time. A ECPhA accreditation application submitted before a modification of the fee will be charged at the rate applicable at the time that it was made.

The Applicant acknowledges and agrees that the review by Us of an ECPhA accreditation application shall only start if the fee has been entirely paid.

PAYMENT

Bank transfers and online payments are acceptable methods of payment. In the case of a bank transfer our terms are payment in full and free of bank charges within five days of the date of receipt of the invoice. In the case of an online payment the service fee will be borne by the applicant. Provision of service by the ECPhA will only be performed upon receipt of the full payment upon submission.

Any delay in payment shall give rise to interests on the account of late payment, at the statutory rate in accordance with Belgian law. We reserve the right to seek recovery of any monies remaining unpaid sixty days from the date of invoice via debt collection agencies and/or through court. In such circumstances, you shall be liable for any and all additional administrative and/or court costs.

If the Applicant fails to pay an invoice at its due date, the ECPhA reserves the right to suspend the processing of any pending or future application until full payment.

LIABILITY

To the fullest extent permitted by law, except in the case of intentional negligence or misconduct on its part, the ECPhA excludes all liability for damages arising out of or in connection with your application and/or the use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised the ECPhA of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental

damages.

To the fullest extent permitted by law, the Parties agree that the total liability of the ECPhA for damages that are the consequence of its failure to fulfil the contract shall, in any case, be limited to DATA.

The Applicant shall indemnify and hold harmless the ECPhA, its employees and its contractors and agents from and against any and all liability to a third party, if exceeding or different from its liability to the Applicant.

TERMINATION OF AGREEMENTS AND REFUNDS POLICY

The Applicant has the right to terminate any service agreement for any reason, at any time, including the ending of services that are already underway in accordance with the rules contained in this section of the Terms and Conditions. No refund will be provided.

In case of serious breach of these Terms and Conditions which is not remedied within 5 days of notice by the ECPhA by the Applicant, the ECPhA shall have the right to terminate a service agreement without compensation. This termination shall be notified in writing to the Applicant. No refund shall be offered, and the ECPhA reserves the right to claim an additional compensation from the Applicant by reason of any loss caused by his/her/its misconduct.

CANCELLATION POLICY

The ECPhA will permit an application to be withdrawn within one week of submission for any reasonable reason provided by the Applicant and will return the application fee if it was already paid. The Applicant will be charged with a processing fee amounting to 75 EUR and any bank charges that are incurred.

After one week, it will not be possible to withdraw the application or receive reimbursement for cancellation except in exceptional circumstances to be duly justified by the Applicant and upon written acceptance of the ECPhA. However, in accordance with the amendment procedure it will be permissible to make necessary and appropriate changes to the information submitted.

POSTPONEMENT POLICY

Before an application has been sent to review, whether it has already been paid or not, it is possible to postpone it upon written notice to the ECPhA without any additional charge or fee.

Once the application has been sent to review, the ECPhA will not accept any postponement anymore, except in exceptional circumstances to be duly justified by the Applicant and upon written acceptance of the ECPhA.

INCOMPLETE APPLICATION POLICY

If the Applicant does not complete his/her/its application within the deadlines set by the ECPhA, the application will be automatically rejected without any reimbursement.

PERSONAL DATA PROCESSING

The Applicant shall obtain the consent of its members to the processing by the ECPhA of their personal data, in accordance with the ECPhA Privacy Policy and any applicable privacy regulation. The ECPhA reserves the right to suspend the processing of any application until all necessary data has been provided. The ECPhA excludes all liability for any damage arising from the delay in the processing of the application

due to non-compliance with this provision.

FORCE MAJEURE

Neither party shall be liable to the other for any failure to perform any obligation under any agreement which is due to an event beyond the control of such party including but not limited to any terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of his/her/its control, which causes the failure to perform any obligation or the termination of an agreement or contract entered into, nor which could have been reasonably foreseen.

Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any agreement contained herein. The obligations of the affected Party shall be reduced, and deadlines shall be prolonged for the duration of the force majeure. Both Parties shall use all reasonable endeavours to limit the consequences of the force majeure on the contract or the agreement as much as possible.

WAIVER

Failure of either Party to insist upon strict performance of any provision of this or any agreement contained in these Terms and Conditions or the failure of either Party to exercise any right or remedy to which it is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any agreement. No waiver of any of the provisions of these Terms and Conditions or any agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

SEVERABILITY

If any of the present provisions are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these Terms and Conditions and the remaining provisions will continue to apply. The Applicant and the ECPhA shall negotiate in good faith in order to replace the invalid or unenforceable provision by a valid and enforceable one, which should be as close to the purpose of the original one as possible.

Failure of the ECPhA to enforce any of the provisions set out in these Terms and Conditions and any agreement, or failure to exercise any option to terminate, shall not affect the validity of these Terms and Conditions.

COMMUNICATION

We have several different e-mail addresses for different queries. These, and other contact information, can be found on our Contact Us link on our website or via ECPhA literature or via the ECPhA ’s stated telephone, facsimile or mobile telephone numbers.

ECPhA is registered in Belgium under the registration number: 0469.067.848 The registered office is located at Boulevard Brand Whitlock 87, 1200, Brussels, Belgium.

AMENDMENTS

These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorized representatives of ECPhA.

ECPhA reserves the right to change these Terms and Conditions from time to time as it sees fit it being specified that an ECPhA accreditation application submitted before a modification of the present Terms and Conditions shall remain governed by the terms and conditions applicable at the time that it was made.

CHOICE OF LAW AND JURISDICTION

The laws of Belgium govern exclusively these terms and conditions and all relationships between the ECPhA and the Applicant.

Any disputes arising from any agreement subject to these Terms and Conditions are under the exclusive jurisdiction of the courts and tribunals of Brussels.