

## European Society of Cardiology

European Examination in Core Cardiology (EECC) Online proctored Examination Terms & Conditions for candidates

These terms & conditions contain the provisions for the European Examination in Core Cardiology (EECC) delivered online by the European Society of Cardiology (ESC).

Registering for an ESC Online proctoring Examination, implies that the Candidate has read, understood, and accepted these Terms and Conditions, as set out in this document.



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## 2. Definitions

For purposes of these Terms & Conditions, the terms defined in this section shall have the meanings set forth below:

- 2.1 ESC: European Society of Cardiology, headquarter located: 2035 route des Colles, Les Templiers, CS 80179 Biot, 06903 Sophia Antipolis, France
- 2.2 EECC: European Exam in Core Cardiology
- 2.3 Candidate: the individual who has registered and/or has taken an ESC Online proctoring Examination or wishes to do so
- 2.4 Examination: a knowledge-based assessment made of multiple-choice questions (MCQs) intended to measure Candidate's knowledge in Cardiology
- 2.5 Online proctoring Examination: online proctoring service that allows a Candidate to take an Examination on its own space under the supervision of a live proctor
- 2.6 ProctorU<sup>®</sup>: is the third-party proctoring service supplier who delivered ESC Online proctoring Examinations
- 2.7 Proctor: the live proctor is the individual who monitors the Candidate during an online Examination

## **3. Eligibility to the EECC**

The ESC organises several types of Examinations. Some Examinations include eligibility criteria that the Candidate must comply with to be validly registered.

The Candidate for an Examination must meet all requirements applicable to this Examination at the point of registration.

EECC entry requirements are determined by National Cardiovascular Societies. Candidates are required to contact their National Society for more information.

## 4. Conditions for participation in an ESC Online proctoring Examination

ESC is using a third-party proctoring service called ProctorU<sup>®</sup> to deliver its Online proctored Examinations.

A Candidate who wishes to take an ESC Online proctored Examination needs compatible hardware (computer, webcam, microphone), software and internet access.

Before the Candidate registers for an Online proctoring Examination, he/she must make sure to meet these requirements.

The Candidate will be required to test his/her equipment before the Examination day in order to minimise the risks of technical issues. This series of equipment checks must be done to make sure the Candidate's system meets the minimum requirements.



These checks are the responsibility of the Candidate only. As detailed in Section 15 below, neither the ESC nor ProctorU<sup>®</sup> are responsible for any equipment or network malfunction or service disruption that could affect the Candidate's participation in an Examination.

## 5. Registration and fees

Candidates interested in taking the EECC must register through their National Cardiovascular Society and follow the national registration process. This may include paying an Examination fee that is defined by the National Society.

For details about registration, the Candidate is required to check the relevant information on National dedicated webpages or to contact their National Society for more information.

Registration timelines are managed by the National Societies.

Candidates should check the content of the Examination registration very carefully, particularly for any incorrect name spelling and any corrections which should be drawn to the attention of the National Society and ESC immediately.

## 6. Scheduling an Examination

Online proctored Examination scheduling will be available immediately after validation of the Candidate's registration by the ESC. It is the responsibility of the Candidate to schedule their exam session as soon as possible because appointments are made on a first-come, first-serve basis.

Examination scheduling is done by each Candidate on ProctorU<sup>®</sup> website, as detailed on the instructions sent to candidates by the ESC.

## 7. Rescheduling and Cancellation policy

If a Candidate needs to reschedule an Examination appointment he/she has already booked on the ProctorU<sup>®</sup> website, this should be done on the ProctorU<sup>®</sup> website, in the Candidate's account.

The Candidate has the right to cancel a registration for an ESC Online proctored Examination. A Candidate who wishes to make use of this cancellation right must send a written request to their National Society.

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

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



## 8. Examination delivery policies

#### 8.1 General Candidate conduct policy

Candidates for all ESC Examinations are expected to behave in a professional manner and to conduct themselves as is appropriate.

Any attempt to cheat or other behaviour that could be considered to compromise the integrity or confidentiality of an ESC Examination is treated with the utmost seriousness.

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

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

#### 8.2 Special Examination rules for Online proctoring Examinations

For security, integrity and value of all ESC Online proctored Examinations, the ESC is using the live human proctoring service from ProctorU<sup>®</sup>. All interactions between the Candidate and the proctor are in English only.

Before logging in to take the Examination, the Candidate must ensure that they have:

- a valid photo ID document for identity verification purposes (identity card, driver's license, passport).
  The first and last name that the Candidate uses to register must match exactly the first and last name on the ID that is presented on test day.
- cleared their workspace of any unauthorised materials or supports.
- closed all programmes on their computer and unplugged any secondary monitors.
- a working webcam and microphone.
- a stable internet connection (a wired connection is recommended) with a minimum download speed of 1 Mbps, and upload speed of 1 Mbps.



- a quiet and well-lit space.
- no sounds from music, television, or any other sounds.
- no other people in the room.

#### Start-up procedures

The Candidate must set aside at least 20 minutes to complete the start-up procedures in addition to the time he/she will have for the examination. This is the time it takes to verify the Candidate's identity, check his/her environment, and take him/her into the Online Examination.

Candidates taking an Online proctored Examination with the ESC must prove their identity prior to the Examination by (1) taking a photograph of himself or herself with their webcam (their face must be fully visible) and (2) taking a photograph with the webcam of a valid proof of identity including an easily recognisable photograph.

#### During the exam

ProctorU<sup>®</sup> will remotely connect to the Candidate's computer in order to monitor its computer screen and premises. As a part of these terms & conditions, the Candidate agrees to scan their premises using their webcam when a proctor request that the Candidate does so.

The Candidate agrees to maintain audio and video contact with the proctor during the test session to enable ProctorU<sup>®</sup> to record the test session, and to disconnect audio and video contact from the test session once it ends.

The Candidate authorises ProctorU<sup>®</sup> to make all recordings of and any content from its Examination or test session available to the ESC.

The proctor may intervene if they suspect any actions or behaviours that are not allowed.

Examples of actions and behaviours that will be flagged during an Online proctoring Examination include, but are not restricted to:

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



By registering for an ESC Online proctored Examination with ProctorU<sup>®</sup>, the Candidate understands and acknowledges that the proctor may immediately terminate his/her test Examination session if the proctor experiences or observes any conduct that the proctor deems vulgar, offensive, pornographic, obscene, abusive, criminal, or otherwise inappropriate. ProctorU<sup>®</sup> reserves the right to report such Candidate's unacceptable actions to the ESC.

If the proctor detects suspicious or questionable action(s) during the test session, the Candidate grants the proctor the right to recommend that his/her Examination be disqualified.

#### 8.3 Sanctions for irregularities

Any irregularity in relation to the ESC Online proctored Examinations policies and rules mentioned above can lead to sanctions as described in this section.

If an irregularity is discovered prior to or during the Examination session, the Candidate can be excluded from participating or continuing the Examination. In that case, the Examination result will be nullified.

If the irregularity is determined after the Examination session has taken place, the ESC may decide to nullify, not assess and/or not determine a result for the Examination. If the Candidate involved has already received an Examination result or any certificate awarded on the basis thereof, this may be invalidated and reclaimed. During the investigation into such deviations or irregularities, the ESC can suspend the effect of the result letter or certificate.

Decisions taken by the ESC will be confirmed and communicated to the Candidate in writing, stating the grounds.

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

In case of aggravating circumstances (fraud, serious violation of the Online proctoring Examination rules and/or Candidate conduct policy), the ESC may decide to exclude the Candidate involved from participating in future ESC Examinations for a maximum period of 2 years.

# 9. Reasonable Adjustments to Examinations and medical conditions on the Examination day

#### 9.1 Reasonable Adjustments to Examinations

Wherever possible, the ESC will make reasonable adjustments to the Examination for Candidates with specific requirements.

These requirements include:

- 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 6 weeks before the Examination scheduled date. Examination adjustment requests are subject to any technical and logistical constraints of the ESC and its independents contractors.

Enquiries about possible Examination adjustments must include full written details and comprehensive supporting evidence by an appropriate authority (e.g. the Candidate's registered family doctor or consultant) in English. 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
- additional time

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

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

For any Candidate who requires adjustments but has not requested this at least 6-weeks in advance of the Examination date, their Examination session will be administered in the standard format.

#### 9.2 Medical conditions on the Examination day

If a Candidate misses the Examination because of illness, the ESC may refund the registration fee, as long as the Candidate provides a satisfactory doctor's certificate or statement. This statement should give the medical reasons why the Candidate had to withdraw from the Examination and must confirm that the Candidate was unable to sit the Examination.

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



## **10.** Examination results

The EECC follows a very robust methodology to determine the Examination pass mark.

Results of the EECC are agreed by all National Societies during an EECC Board meeting.

The ESC will inform all National Societies of their Candidates' Examination results.

Only National Societies are responsible for communicating Examination results to their candidates.

ESC will not provide any information on Examination results by phone or any other means of communication.

Examination results will be issued to the Candidate within 2 months after the Examination date.

Only a certificate proves that a Candidate passed the Examination requirements.

If the ESC has required an inquiry to be carried out, for example in case of suspicion of fraud or other violations of the Examination rules, there may be a delay in issuing the result to allow all necessary processes to be completed.

Candidates will under no circumstances have access to any Examination content or individual question items' performance. Under no circumstances will ESC return work done by Candidates.

Candidates who have failed the Examination can re-sit the Examination at a later stage.

## **11.** Appeal and complaints

If a candidate wishes to complain about any aspect of the exam or appeal against their result in the EECC, they must contact the ESC using the ESC Contact us webpage (<u>https://www.escardio.org/Contact</u>) without delay. They will be provided with details of the necessary procedures, which are available on request from the ESC and from the UEMS cardiology section and ESC websites. For security reasons, the Examination content is not available for review to Candidates.

The EECC Board will review all comments, concerns and suggestions made by Candidates. These comments or concerns must be logged on the Examination day with the proctor and on the ESC Contact us webpage (<u>https://www.escardio.org/Contact</u>) at the latest before Candidates received their Examination results.



## **12.** Failing and re-sitting the Examination

In the event that a Candidate fails an Examination, the Candidate may need to re-sit the Examination.

Candidates are required to contact their National Society for more information.

## 13. Candidate personal data

The ESC collects and uses Candidates' personal data to supply Examination services.

For each Candidate taking an ESC Online proctoring Examination, the ESC will collect:

- identity data including Candidate's name
- contact data including Candidate's postal address, email address and phone number
- professional profile data
- photographic and/or video recordings taken to confirm the Candidate's identity, prevent fraud, and to otherwise help administer and score the Examination
- other relevant information provided by the Candidate to the ESC in the context of the Examination

The data are processed for the following uses:

- administer Candidate's registration
- issue personal Examination results and certificates
- provide the Candidate an access to the Examination platform
- other use related to the Examination

Without this information, the ESC will be unable to properly process the Candidate's registration.

In view of the purposes mentioned above, or in the context of its service provision, the ESC may share, pass on or in any other way make accessible Candidates personal data to other ESC service providers or third parties, including ProctorU<sup>®</sup>.

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

The data collected will be kept for a maximum of 5 years after the Candidate's last transaction or activity with the ESC after which time Candidate's "My ESC account" will be closed.

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



For such, please contact (be aware that a proof of identity will be requested during the process via a secured web link):

Data Privacy European Society of Cardiology Les Templiers 2035 Route des Colles 06903 SOPHIA ANTIPOLIS, France or email <u>dataprivacy@escardio.org</u>

Candidates have the right to lodge a complaint with a supervisory authority, and the ESC has appointed a Data Protection Officer that Candidates can reach at <u>dpo@escardio.org</u>. For additional information, please consult ESC Privacy and Data Security Policy available at: <u>https://www.escardio.org/The-ESC/About/Policies/ESC-Privacy-and-Data-Security-Policy</u>

#### 13.1 ProctorU<sup>®</sup> Privacy Policy

For each Candidate taking an ESC Online proctored Examination, ProctorU<sup>®</sup> will collect their personal data only to conduct the proctoring of online exams:

- Photographs of Candidates' photo ID documents are kept for 7-days after the Examination day
- Photographs of Candidates' faces are kept until their ProctorU<sup>®</sup> account is closed
- Video recordings of Candidates' Examinations are kept for 7-years

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

## 14. Examination Materials, Confidentiality and Intellectual Property Rights

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

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

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



## 15. Liability

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

If the disruption cannot be attributed to the ESC systems, the Candidate must re-register for the Examination.

If the disruption can be attributed to the ESC Systems, the ESC will take any appropriate measures.

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

## 16. Force majeure

In the event of serious and unforeseen circumstances beyond its control, the ESC is entitled to cancel any Examination. Candidates shall not be entitled to compensation for any costs or damages incurred as a consequence of such a cancellation, but ESC will offer the opportunity to re-sit free of charge at another session of the Examination.

In the event of serious and unforeseen circumstances beyond its control, the ESC is entitled to modify the dates and times of the Exam. In such cases, Candidates may choose to cancel their participation or to attend the Examination at the new date and time proposed by the ESC. Candidates shall not be entitled to compensation for any costs or damages incurred as a consequence of such a change.

## 17. Applicable Law

These terms and conditions are exclusively governed by French laws.

In the event of disputes between the ESC and the Candidate arising out of the interpretation or performance of these general terms and conditions, the applicable jurisdiction shall be that of the court of Grasse, France, notwithstanding a plurality of respondents or third-party claims, including for urgent or protective proceedings, whether urgent or on-demand.