

# General Terms and Conditions for the European Board of Interventional Radiology Certifications

## 1. Scope of contract

- 1.1 These General Terms and Conditions exclusively govern the processes for obtaining European Board of Interventional Radiology Examination certifications (hereinafter referred to as "EBIR" or "EBIR Specialist Certifications"). EBIR seeks to fulfill the criteria of the European Society of Radiology (hereinafter referred to as "ESR") for a subspecialty diploma endorsement (hereinafter referred to as the "endorsement").
- 1.2 A contractual relationship governed by these terms and conditions is entered into between CIRSE Cardiovascular and Interventional Radiological Society of Europe (hereinafter referred to as "CIRSE Society") with its registered office in 1010 Vienna, Austria, Neutorgasse 9, and the EBIR applicant/candidate (hereinafter referred to as the "Applicant" in case of application to the EBIR examination or to the EBIR Specialist Certifications and "Candidate" in case of admission to the EBIR examination).
- 1.3 Any contractual or legal declarations of the Applicant deviating from these general terms and conditions shall not be part of the contract between CIRSE Society and the Applicant.
- 1.4 Applicants acknowledge and accept that an ESR endorsement of their EBIR exam requires that ESR confirms ESR membership of the Applicant, and personal data of the Applicant will be sent to ESR for this purpose as further set out below. Without this data exchange and without ESR's confirmation of the Applicant's ESR membership, no ESR endorsement of the EBIR can be provided.

## 2. Application to the EBIR examination and the EBIR Specialist Certifications

- 2.1 Applications for the EBIR examination and for the EBIR Specialist Certifications must be made electronically in the user area of the CIRSE Society website. The entry criteria and information about the application process are provided on the CIRSE Society website. CIRSE Society reserves the right to decline incomplete or incorrect applications and/or incomplete or incorrect supporting documentation.

CIRSE Society reserves the right to decline or defer applications if an Applicant or Candidate is not in good professional standing, i.e. restrictions have been placed on an Applicant's or Candidate's practice or registration by any regulatory body, either in their current country of practice or another.

For Candidates who did not pass and want to retake the EBIR examination, clause 10 applies.

- 2.2 Upon electronic submission of the required information and supporting documentation, and payment of the application fee, the Applicant shall receive a payment confirmation by email. This is not a confirmation of examination or the awarding of the EBIR Specialist Certifications.
- 2.3 The application fee for the EBIR examination or the EBIR Specialist Certifications applicable at the time of payment can be found on the CIRSE Society website.
- 2.4 The Applicant acknowledges and agrees that their application can only be reviewed and approved after receipt of the full payment of the application fee. The contract between CIRSE Society and the Applicant shall be deemed concluded upon receipt of the application fee.
- 2.5 Upon completion of the application and receipt of the payment of the application fee by CIRSE Society, the application will be reviewed by the relevant Reviewing Board. As soon as the application has been reviewed and approved by the relevant Reviewing Board, the Applicant will be allocated an examination place or awarded the Specialist Certification and notified accordingly. CIRSE Society aims to contact the Applicant in a timely manner and takes no responsibility for any delays which are the result of the delayed submission of documentation by the Applicant.

Only for Candidates registered for the EBIR examination the following shall apply:

- 1) Candidates may request to be allocated to a later examination session than the one initially assigned within two weeks of receiving their confirmation of their examination session.
  - 2) Candidates may request an exceptional postponement no later than four weeks before the examination date. Each Candidate is allowed only one exceptional postponement.
- 2.6 The application fee may only be paid by bank transfer or by credit card (VISA or MasterCard). The recipient's name and a payment identifier, e.g. "EBIR Exam" or "EBIR-ES"/"EBIR-IO" must be provided as a reference on the bank transfer document. Any bank charges incurred shall be borne by the Applicant.

The application fee must be paid to:

- Account Name: Cardiovascular and Interventional Radiological Society of Europe CIRSE
- Bank Name: Die Erste Bank
- IBAN: AT90 2011 1283 1923 0800
- BIC: GIBAATWW

- 2.7 If it becomes apparent that at the time of the EBIR examination, the Applicant does not meet the entry criteria as set out on the CIRSE Society website under <https://www.cirse.org/certification/ebir/entry-criteria-application/>, the Applicant is required to notify CIRSE Society at least 8 weeks before the EBIR examination date at the following

email address: [ebir@cirse.org](mailto:ebir@cirse.org). Failure to notify CIRSE Society at least 8 weeks before the EBIR examination date may result in CIRSE Society disqualifying the Applicant from sitting the EBIR examination or in revoking the EBIR Certification in accordance with clause 12, if it has already been awarded. In any case, the application fee will not be reimbursed.

- 2.8 Upon review of an application or application data by the Reviewing Board and upon the Reviewing Board confirming the application's outcome, applications will not be reconsidered or reviewed again at the request of the Applicant. Candidates may choose to submit a new application, but this will be classified as a cancellation and reapplication, and they will be required to pay the application fee in full.
- 2.9 For the EBIR examination, applications can remain open for a maximum period of 4 years from the time of payment. Should an application still be open without resulting in a sitting at this time, it will automatically be closed. In such instances CIRSE Society will not refund any amount of the application fee. The Applicants may choose to reapply through standard application procedures and if they do so, they will be required to pay the full application fee as specified at the time of reapplication.
- 2.10 For EBIR Specialist Certifications, applications can remain open for a maximum of 12 months from the time of payment. Should an application remain open or in review due to awaiting the response of and/or documentation from the Applicant, it will automatically be closed. In this instance, CIRSE Society will not refund any amount of the application fee. Applicants may choose to reapply and if they do so, they will be required to pay the full application fee as specified at the time of reapplication.
- 2.11 Application documentation must be signed within a maximum period of 6 months from the date of application and in case of EBIR Specialist Certifications, application documentation must be signed after the date of completion of the required experience.
- 2.12 The examination entry criteria are listed on the CIRSE Society website. CIRSE Society takes no responsibility for any possible misinterpretations or misunderstandings on the part of the Applicant.

For the EBIR examination, Applicants are required to have completed national radiology training and must provide CIRSE Society with details on when they completed/will complete the required interventional radiology training at the time of application. The Applicant can only be allocated a seat in an upcoming examination that is scheduled when the criteria are met entirely. CIRSE Society is further required to provide the name and country of residence of the Applicant to ESR, for the purpose of ESR's confirmation of the Applicant's ESR membership in order to facilitate the ESR endorsement of the Applicant's EBIR exam.

For the EBIR Specialist Certifications, the Applicant shall meet all entry criteria prior to the application, which must be signed in accordance with point 2.11 within a maximum period of 6 months from the date of application.

- 2.13 CIRSE Society reserves the right to modify the entry criteria and the application process at any time. The application process in place at the time of payment is applicable, regardless of whether the Applicant has submitted an application earlier.

### 3. Identification

- 3.1 Applicants for the EBIR are required to provide a copy of a valid identification document at the time of application and must have an adequate identification document available during the EBIR examination. Documentation for the proof of identity must include a photograph and signature.
- 3.2 Upon request, Applicants for EBIR Specialist Certifications must provide a copy of a valid identification document.

### 4. Refunds

- 4.1 If Applicants withdraw their application or participation in the EBIR examination, CIRSE Society will not refund any application fees, unless section 16 applies.
- 4.2 If Applicants do not provide adequate details demonstrating that they comply with the necessary entry criteria during the application process or if an Applicant is declined during the reviewing process by the relevant Reviewing Board, their application will be closed. A refund of the application fee is not possible.
- 4.3 Should the authorized representative as stated during the application not be able to provide verification of the application data and/or the Applicant's eligibility for the Certification, CIRSE Society reserves the right to request verification from another appropriate representative, as deemed appropriate by CIRSE Society. Such instances remain entirely at the discretion of CIRSE Society.
- 4.4 If requested verification from the authorized representative is not gained and if point 4.3 does not apply, the Applicant is deemed ineligible and a refund of the application fee is not possible.
- 4.5 CIRSE Society, however, offers all registered Candidates the possibility to insure against cancellation by taking out insurance with its partner "Europäische Reiseversicherung". The insurance can only be booked after the application has been reviewed and approved. A link to the insurance offer will be provided by CIRSE Society via email. In the occurrence of the event insured, refunds may be made according to the terms and conditions of "Europäische Reiseversicherung".
- 4.6 If CIRSE Society cancels an examination for any reason attributable to the sphere of CIRSE Society or the neutral sphere (but not if attributable to the Applicant's sphere), CIRSE Society will refund the application fee. CIRSE Society does not accept any liability for damages or costs incurred which may result from the cancellation of the examination.

## 5. Changes of dates and exam format

- 5.1 CIRSE Society has the right to revise the examination dates and format of the exam if it considers such amendments appropriate. Any change in the time or exam format does not entitle the Candidates to request a refund or lowering of fees nor to put forward a claim to damages incurred thereby.
- 5.2 CIRSE Society has the right to revise the application and certification process if it considers such amendments appropriate. Any change in the application and certification process does not entitle the Applicant to request a refund or lowering of fees nor to put forward a claim to damages incurred thereby.

## 6. Remote, online-proctored examinations

- 6.1 Candidates registered for a remote, online-proctored EBIR examination are fully responsible for supplying all necessary digital devices for taking the exam. Candidates are also fully responsible for taking the examination at a location which meets the minimum internet connection requirements. All requirements concerning required devices and internet connection will be communicated to Candidates well in advance of the examination date.
- 6.2 CIRSE Society is not responsible for any losses in connectivity or failure of devices that prevent (i) a Candidate from completing the examination or (ii) the monitoring of the online EBIR examination process by online proctoring. Whether an individual examination is valid or not will be assessed by the EBIR Board of Examiners on a case-by-case basis. If an examination is found to be invalid due to a genuine technical issue that cannot be attributed to the Candidate's negligence, the Candidate will be offered another sitting of the EBIR examination at no additional cost.
- 6.3 The examination recordings are reviewed by the EBIR Reviewing Board. In case a Candidate's behavior is deemed highly suspicious or in breach with the examination rules that have been communicated to the Candidate prior to the examination, the sitting is counted as a failed attempt.
- 6.4 Candidates must take the remote, online-proctored examination in a closed, single occupancy room which is quiet and which is guaranteed to not have any disruptions. CIRSE Society will not provide testing centers for Candidates to take the remote, online-proctored examinations. All information regarding examination requirements will be clearly communicated to Candidates well in advance of the examination date.
- 6.5 Candidates registered for a remote, online-proctored examination will be required to go through a system check and/or a practice examination to help troubleshoot any issues before the actual examination. The practice exam will have no effect on the outcome of the Candidates' actual EBIR exam results. Information on the system check and/or practice exam will be clearly communicated to Candidates well in advance.

- 6.6 The exam schedule will be clearly communicated to Candidates in the week before the examination. However, Candidates are responsible for ensuring they start each section at their correct local time. Candidates will be provided with a break in between the two parts of the examination. Candidates are required to adhere to the examination day schedule and timings with which they have been provided. Failure to do so may result in the Candidate being unable to participate in the examination.
- 6.7 Toilet breaks will not be possible for remote, online-proctored examinations. Candidates who wish to be exempt must provide appropriate medical evidence to [ebir@cirse.org](mailto:ebir@cirse.org) at least 8 weeks before the examination date.
- 6.8 CIRSE Society will aim to offer remote, online-proctored examinations at times which are acceptable for most regions. It is not possible to offer the examination at typical times for all regions. However, the specific time (including the time zone) for each examination will be communicated clearly well in advance.
- 6.9 Special arrangements may be provided for Candidates with a special need, disability or medical condition if it may affect their performance in the examination. Candidates are requested to notify the EBIR staff about any such needs at the time of application and no later than 8 weeks prior to the examination. The responsibility of requesting special arrangements rests with the Candidate. All information provided will be treated with confidentiality.

## **7. Photography/filming policy during in-person sittings and remote, online-proctored examinations**

- 7.1 No Candidate may record, film, tape, photograph, interview, or use any other such media during the examinations without the express, advance written approval of CIRSE Society.

## **8. Results and awarding of certification**

- 8.1 Examination results will be communicated to Candidates 4-6 weeks after the examination.
- 8.2 Applicants for Specialist Certifications will be informed of the outcome of their application 6-12 weeks after the application fee has been received.
- 8.3 CIRSE Society is required to provide the name and country of residence of the successful Candidate to ESR, for the purpose of ESR's confirmation of the Candidate's ESR membership in order to facilitate the ESR endorsement of Candidate's EBIR exam.
- 8.4 Successful Candidates of the examination will be awarded an electronic certificate sent via email and a printed certificate sent by post.
- 8.5 Successful Applicants for Specialist Certifications will be awarded an electronic certificate and a corresponding printed certificate. The electronic certificate will be made available to

successful Applicants upon information that they have been awarded the Certification. The printed certificates will be dispatched by CIRSE Society 6 times per year at regular intervals.

- 8.6 Successful Candidates may add EBIR (European Board of Interventional Radiology) to their post-nominal qualifications.
- 8.7 Successful Applicants for the European Certification for Endovascular Specialists are entitled to use the post-nominal qualification EBIR-ES and successful Applicants for the European Certification for Interventional Oncology Specialists are entitled to use the post-nominal qualification EBIR-IO.
- 8.8 Unsuccessful Applicants for the Specialist Certifications deemed ineligible will be provided with a reason upon being notified of the outcome.
- 8.9 CIRSE Society will not carry any cost for any additional verifications or international verification processes that Candidates/Applicants may request to accompany their certificates (including apostilles).

## 9. Feedback on request

- 9.1 Unsuccessful Candidates may request feedback within 2 weeks of being informed of their result. The request must be made in writing. Feedback will be given by telephone only. The maximum duration of this call is 30 minutes. Candidates will receive information on the feedback process upon contacting EBIR Examination Services at [ebir@cirse.org](mailto:ebir@cirse.org). The fee for the examination feedback is €450. Candidates will not be able to view specific questions asked during the examination or the answers given.

Subject to clause 11 (*Appeals*), the result of the examination is final and binding upon the Candidates and will not under any circumstances be changed during a feedback session.

## 10. Repeat assessment

- 10.1 Candidates who have not passed the examination can apply to retake the exam and are permitted four attempts in total. There will not be separate sittings for Candidates repeating the assessment. Those applying for a repeat exam must resubmit all required documentation and complete the payment as before. A transfer of the previous examination fee is not possible. Should a Candidate take and fail the examination four times, they will be unable to retake the EBIR examination.

## 11. Appeals

- 11.1 Unsuccessful Candidates may submit an appeal request within 2 weeks of being informed of their result. The request must be submitted in writing and be based on EITHER:
  - 1) The Candidate experiencing extenuating circumstances on the day of the assessment and being able to provide evidence of the same

OR

- 2) The examination was not conducted according to appropriate policy and procedure, and being able to provide evidence of the same.

Appeals will not be accepted on the basis of undertaking an examination at a time deemed by Candidates to be unsocial hours.

An Appeal Board will receive the request and decide whether the evidence for the case is valid and will EITHER:

- 1) Provide a written answer declining the appeal on the basis of lacking, poor or insufficient evidence. This decision of the Appeal Board will be communicated to the Candidate by notification via email.

OR

- 2) Provide a written answer informing the Candidate that his or her appeal was successful. This decision of the Appeal Board will be communicated to the Candidate by notification via email.

OR

- 3) Notify the Candidate via email, that the basis of the Candidate's appeal will be heard by phone conference. The resulting decision of the Appeal Board will be communicated to the Candidate by written notification via email.

- 11.2 If the appeal is upheld, the Candidate will be offered a choice of 3 examination sittings where they may choose one to sit, without being charged the application fee. The Candidate will be required to inform CIRSE Society of their preferred sitting by a set deadline. Once selection of the examination sitting is made by the Candidate and confirmed in writing, they will be allocated the selected seat. The Candidate would be required to adhere to relevant entry criteria should this have changed from the time of initial application. This is finalized upon the Examination Notification being sent to the Candidate. Changing the examination sitting after this selection has been made will not be possible.

If the appeal is upheld, the examination sitting to which the appeal refers, will become void and therefore not classified as a sitting (i.e. not counted as one of the four maximum attempts a Candidate can take when attempting to achieve the EBIR).

If the appeal is not upheld, the Candidate will be informed in writing, with a reason being provided.

- 11.3 The decision of the Appeal Board is final and binding upon the Candidates.

## 12. Revocation of EBIR certificates

- 12.1 CIRSE Society has the right to revoke the European Board of Interventional Radiology (EBIR) qualifications and titles at any time if the relevant Reviewing Board determines that an EBIR

qualification holder was or is not properly qualified to receive and retain it or if it is discovered that an EBIR qualification holder had submitted falsified information during the application process.

- 12.2 The EBIR qualification holder will be given written notice of the reasons for revocation. Upon revocation of the certificate(s), the EBIR certification holder will be required to immediately return the certificate(s) to CIRSE Society office and will no longer be able to use the post-nominal title.
- 12.3 In case of revocation, CIRSE Society will not refund any application fee.

### 13. Legal disclaimer

- 13.1 EBIR certifications are qualifications offered by CIRSE Society, which are supplemental to any national law requirements for interventional radiologists. The EBIR examination is voluntary for all Candidates. EBIR does not guarantee any future developments (i.e. promotion, job offers) or career paths for EBIR or specialist certification holders and does not protect or indemnify certification holders from any third-party claims with regard to their activities. CIRSE Society accepts no liability whatsoever in this context.

### 14. Limitation of liability

- 14.1 CIRSE Society shall not be liable for slight negligence as well as for lost profits, consequential damages, and/or indirect damages. CIRSE Society shall only be liable in case of intentional conduct and gross negligence as well as for damages resulting from injury to life, body, or health.

### 15. Applicable law/Place of venue

- 15.1 Any contractual relationship with CIRSE Society shall be subject to Austrian law, without regard to its conflict of law rules and the UN Convention on the International Sale of Goods (CISG). As far as consumers who are residents of an EU Member State are concerned, such choice of law shall be applied only insofar as there is no conflict with obligatory provisions of the country where the consumer has his or her habitual abode or residence.
- 15.2 The place of venue, fulfilment and jurisdiction shall be 1010 Vienna. CIRSE Society shall be entitled to pursue any claim before the courts competent for the defendant's domicile or general residence. In cases where the Applicant/Candidate is a consumer such legal venue shall only be deemed to apply, if the Applicant/Candidate has his or her habitual residence or abode or place of employment in said court district or if the Applicant/Candidate does not reside in Austria.
- 15.3 Should any provision of this General Terms and Conditions for the EBIR Application concluded with the Applicant/Candidate be or become entirely or partially ineffective, this shall not affect the effectiveness or enforceability of the remaining provisions. The provision

that has become entirely or partially ineffective shall be replaced by a new provision, the contents, meaning and purpose of which conform as far as possible economically and legally to those of the ineffective provision.

## 16. Consumer's right of withdrawal

- 16.1 An Applicant/Candidate being a consumer residing in a Member State of the EU has the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, the Applicant/Candidate must inform CIRSE Society (Cardiovascular and Interventional Radiological Society of Europe, Neutorgasse 9, 1010 Vienna, Austria; Phone: +43 1 904 2003; Fax: + 43 1 904 2003 30; E-mail: [ebir@cirse.org](mailto:ebir@cirse.org) or [certification@cirse.org](mailto:certification@cirse.org)) of their decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). In case of withdrawal, CIRSE Society will communicate to the Applicant/Candidate an acknowledgement of receipt of such a withdrawal by e-mail without delay.

If the Applicant/Candidate withdraws from this contract, CIRSE Society shall reimburse all payments received from the Applicant/Candidate, without undue delay and in any event not later than 14 days from the day on which CIRSE Society is informed about the Candidate's decision to withdraw from this contract. CIRSE Society will carry out such reimbursement using the same means of payment as the Applicant/Candidate used for the initial transaction, unless the Candidate has expressly agreed otherwise; in any event, the Applicant/Candidate will not incur any fees as a result of such reimbursement.

- 16.2 If the Applicant/Candidate requested to begin the performance of services during the withdrawal period, then the Applicant/Candidate shall pay CIRSE Society an amount which is in proportion to what has been provided until the Applicant/Candidate has communicated to CIRSE Society their withdrawal from this contract, in comparison with the full coverage of the contract.

## 17. Sample withdrawal form for consumers

(If you want to cancel the contract, please fill out this form and send it back)

- To CIRSE Society, Neutorgasse 9, A-1010 Vienna, Phone: +43 1 904 2003; Fax: + 43 1 904 2003 30; E-mail: [ebir@cirse.org](mailto:ebir@cirse.org)
- I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following service (\*)
- Ordered on (\*)/received on (\*)
- Name of the consumer(s)
- address of the consumer(s)
- Signature of the consumer(s) (only in case of communication on paper)
- date

(\*) Delete as suitable.