International Council of Ophthalmology (ICO) ICO Examination and Fellowship Program Terms of Use

I. INTRODUCTION

The International Council of Ophthalmology (ICO) is the only global provider of ophthalmology examinations (the **ICO Examinations**). Established 26 years ago, the <u>ICO Examinations</u> provide ophthalmologists from around the world with a structured academic pathway to evaluate their knowledge and meet requirements to practice in their countries. In many countries, the ICO Examinations are used within the training and accreditation pathways and are formally recognised by international bodies and governments.

The ICO Examinations are independent and free of any outside influence and can be taken in candidates' home countries. The questions are prepared by an international group of experts and set at the same standard as the highest board and qualifying examinations anywhere.

Moreover, the ICO provides a <u>Fellowship Program</u> (the **ICO Fellowship**) that supports promising young ophthalmologists, primarily from low- and middle-income countries, in enhancing their knowledge and practical skills of ophthalmology. Following completion of their training programs at international host institutions, ICO Fellows are expected to return to their home countries ready to contribute to programs aimed at preserving eye health and preventing vision impairment.

The following policies and procedures govern the participation in, and administration of the ICO Examination Program as well as the ICO Fellowship Program.

II. REGISTRATION

All ICO Examinations and Fellowships must be applied for online using the ICO's secure registration website (https://ico.smartsimple.ca/ including Sub-Domains). By registering, individuals get access to the ICO Examination/Fellowship Portal (the **ICO Examination/Fellowship Portal**) where they can register for examinations and fellowships. Unless otherwise indicated, the terms "**You**" and "**User**" refer to everyone registering an account for the ICO Examination/Fellowship Portal. By registering an account, you accept these Terms of Use (these **Terms**).

ICO provides a web form for the registration. During the registration process, you will be asked to provide certain registration data or other information (e.g., name, profession, country of origin, e-mail address, profile picture and identification). All such information must be true, current, and complete. You are obliged to promptly adjust this information to any subsequent changes. As for the processing of your personal data, please see ICO's data privacy statement on its website, which may be updated from time to time without notice. Regarding ICO Examinations, candidates are responsible for submitting completed online applications, including all required supporting documents, in advance of the posted deadlines for either the Spring or Fall sittings.

You are responsible for maintaining the confidentiality of your information and any password that may be defined. You agree that you will not let anyone other than you use your registration or password. You agree to immediately notify the ICO of any unauthorized use of your registration or password by an email to <u>icoassessment@icoph.org</u>.

III. AGREEMENT

By registering as a User, you enter into an agreement (the **Agreement**) with ICO. The Agreement between ICO and the User is concluded as soon as (i) the User has submitted the registration and (ii) ICO has accepted this offer by granting access to the ICO Examination/Fellowship Portal.

These Terms, and all ICO policies, guidelines, and statements mentioned in Section IV (the **Related Policies**) constitute the entire agreement between you and the ICO regarding the ICO Examinations and ICO Fellowships and the use of the ICO Examination/Fellowship Portal. Please also see ICO's Privacy Policy (a current copy of which is available at <u>www.icoph.org/privacy-policy/</u>), which may be amended from time to time and is not part of the Agreement.

If you register for an ICO Examination or apply for a ICO Fellowship, such registration, application and participation in the ICO Examination and ICO Fellowship shall be governed by these Terms and this Agreement. This said, by entering into the Agreement, there is no entitlement to participate in any ICO Examination nor receive or keep any ICO Fellowship. Also, there is no entitlement to registration and use of the ICO Examination/Fellowship Portal or the use of a service or receipt of an offer.

IV. RELATED POLICIES

These Terms are to be read in conjunction with the Related Policies. The following list is in no way considered exhaustive:

- <u>Request to Mark the ICO Examination Manually and ICO Examination Appeal Policy</u>
- ICO Examination Withdrawal Policy
- ICO Examination Administrative Fees and Conditions
- ICO Online Privacy Notice

The ICO reserves the right to amend, remove, and/or update Related Policies as it deems appropriate at any time and for any reason, with or without cause. The version at the time of registration for an examination applies.

V. ICO EXAMINATIONS

A. General Information

Examinations are administered by the ICO who reserves the right to change, reduce, add, update, withdraw and/or terminate examinations at any time and for any reason at the ICO's sole discretion, with or without cause.

The ICO typically offers two sittings of examinations each year: one in the spring and one in the fall, and four examinations are offered during each sitting which includes the following:

- (a) Standard Examinations, which are divided into three subject areas:
 - Visual Sciences;
 - Optics, Refraction, and Instruments; and
 - Clinical Ophthalmology.

The ICO Standard Examinations include 480 questions in total.

(b) Advanced Examination.

The Advanced Examination includes 115 questions in total to test advanced knowledge.

ICO Examinations are not, in principle, awarded for the pursuit of academic studies leading to degrees or diplomas. They are intended to provide eligible ophthalmologists with a structured pathway to evaluate their knowledge and skills to meet the requirements to practice ophthalmology in their countries, and upon successful completion of all four examinations will lead to the Fellow of the International Council of Ophthalmology (FICO) designation.

Candidates who pass the ICO Advanced Examination, along with a local face-to-face ophthalmology examination in their home country, are entitled to use the post-nominal FICO (Fellow of the International Council of Ophthalmology) acronym. The Advanced Examination can only be taken after the candidate passes the three Standard Examinations: Visual Sciences; Optics, Refraction, and Instruments, and Clinical Ophthalmology (which will only be offered to candidates who have successfully passed the Visual Sciences and Optics, Refraction, and Instruments examinations first).

All ICO Examinations are taken in English. Other languages may be considered in future if there is reasonable demand to justify the additional translation of the examination questions.

All candidates who register to sit ICO Examinations and belong to an <u>ICO Member Society</u> will receive complimentary access to the online ICO Foundation Assessment that can be used to help prepare for ICO Examinations.

As the ICO Examinations are secure international examinations, ample time is required for examiners to review and score the examinations after each sitting. Candidates can expect to receive their results by mail approximately six weeks following the completion of the examinations. By order of the ICO, results from other test centers will not be released and will remain confidential.

Once candidates have satisfied the regulations regarding each ICO Examination, they will receive a certificate signed by the ICO President and the ICO Chief Executive Officer. The certificate includes security features and the ICO logo and can be presented as evidence of achievement of a high standard of knowledge of the clinical science related to ophthalmology. Depending on the candidate's score, the certificate will indicate whether they passed with the following:

- (a) Passed with Distinction;
- (b) Passed with Merit; or
- (c) Passed.

B. Application Deadlines

The dates for the ICO Examinations are set by the ICO and announced publicly on its website (https://icoph.org/) and in the ICO's communications materials. The ICO reserves the right to change and/or withdraw the number and dates of examination sittings as it sees fit.

An application deadline is met only upon successfully registering online (i) on the ICO Examination/Fellowship Portal and (ii) for the relevant ICO Examination.

Typically held twice per year, the Spring sitting of ICO Examinations takes place in March and the application deadline is in January of the same year, while the Fall sitting of ICO Examinations typically takes place in October and the application deadline is in August of the same year.

C. Types of Examination and Requirements

Visual Sciences Examination:

- (a) The Visual Sciences examination is typically taken by candidates in their early years of residency training.
- (b) The examination consists of 120 multiple-choice questions and takes approximately three hours to complete. Each question consists of four single best-answer options with one correct answer. Subjects covered can include (not all subjects may be covered in an examination):
 - Anatomy of the Eye, the Orbit, and related structures;
 - Embryology;
 - Neuro-Anatomy;
 - Vision;
 - Ocular Physiology, Biochemistry, and Cell Biology;
 - Pharmacology;
 - Epidemiology and Statistics;
 - Genetics;
 - Pathology; and
 - Microbiology.
- (c) This examination is part of the pathway towards the Fellow of the International Council of Ophthalmology (FICO) designation.

Optics, Refraction, and Instruments Examination:

- (a) The Optics, Refraction, and Instruments Examination is typically taken by candidates in their early years of residency training.
- (b) The examination consists of 60 single multiple-choice questions and takes approximately oneand-a-half hours to complete. Each question consists of four single best-answer options with one correct answer. Subjects covered can include (not all subjects may be covered in an examination):
 - Optics;
 - Refraction; and
 - Basic Design, Construction; and Use of Instruments.
- (c) This examination is part of the pathway towards the Fellow of the International Council of Ophthalmology (FICO) designation.

Clinical Ophthalmology Examination:

- (a) The Clinical Ophthalmology Examination is offered to ophthalmologists who have passed both the Visual Sciences and Optics, Refraction, and Instruments Examinations.
- (b) This examination is designed to assess whether candidates have acquired the breadth and depth of knowledge of the clinical sciences related to ophthalmology to enable them to recognise and treat diseases of the eye that they will be presented with in daily practice.
- (c) The examination consists of 200 multiple-choice questions and takes approximately four hours to complete. Each question consists of four options with a single best answer. Subjects covered can include (not all subjects may be covered in an examination):
 - General Medicine related to Ophthalmology;
 - Community and Public Health;
 - Ophthalmic Pathology and Tumours;
 - Neuro-ophthalmology;
 - Paediatric Ophthalmology and Strabismus;
 - Orbit, Eyelids, and Lacrimal Disease;
 - External Diseases and Cornea;
 - Intraocular Inflammation and Uveitis;
 - Glaucoma;
 - Lens and Cataract; and
 - Retina and Vitreous.
- (d) This examination is part of the pathway towards the Fellow of the International Council of Ophthalmology (FICO) designation.

Advanced Examination:

- (a) The Advanced Examination is offered to ophthalmologists who have passed all three parts of the ICO Standard Examinations, or an examination of a similar standard.
- (b) The examination is designed to test up-to-date knowledge and a high level of common sense and advanced decision-making, but it cannot be used as an assessment of competence or technical ability.
- (c) The examination does not verify training, test practical competence, or reflect the needs and variation of diseases found in different countries.
- (d) The examination focuses on elements of clinical ophthalmology and takes approximately three hours to complete. Subjects covered can include (not all subjects may be covered in an examination):
 - Glaucoma;
 - Lens and Cataract;
 - Uveitis and Ocular Inflammation;
 - Cornea, External Diseases and Refractive Surgery;
 - Vitreo-retinal Diseases;

- Paediatric Ophthalmology and Strabismus;
- Neuro-ophthalmology;
- Oculoplastic Surgery and Orbit;
- Ocular Oncology;
- Ophthalmic Pathology;
- Low Vision Rehabilitation;
- Ethics and Professionalism in Ophthalmology; and
- Community Eye Health
- (e) Passing the ICO Advanced Examination, along with a local face-to-face examination, entitles the successful candidate to use the post-nominal Fellow of the International Council of Ophthalmology (FICO) acronym.

D. Foundation Assessment

Designed to be used as a knowledge assessment and learning tool, the ICO Foundation Assessments test candidates' knowledge of basic and practical ophthalmology and provide feedback on performance to help candidates better prepare to sit the ICO Examinations. ICO Foundation Assessments are typically used by candidates who are entering ophthalmology training and/or are first-year ophthalmology residency trainees preparing to sit the ICO Examinations.

ICO Foundation Assessments are available for each of the three ICO Standard Examinations: Visual Sciences; Optics, Refraction, and Instruments; and Clinical Ophthalmology. Subjects covered can include (not all subjects may be covered in an assessment):

- (a) Visual Sciences:
- Anatomy of the Eye, Orbit and related structures;
- Embryology;
- Neuro-anatomy;
- Vision;
- Ocular Physiology, Biochemistry, and Cell Biology;
- Pharmacology;
- Epidemiology and Statistics;
- Genetics;
- Pathology; and
- Microbiology.
- (b) Optics, Refraction, and Instruments:
- Optics;
- Refraction; and
- Basic Design, Construction; and Use of Instruments.
- (c) Clinical Ophthalmology:
- General Medicine related to Ophthalmology;

- Community and Public Health;
- Ophthalmic Pathology and Tumours;
- Neuro-ophthalmology;
- Paediatric Ophthalmology and Strabismus;
- Orbit, Eyelids, and Lacrimal Disease;
- External Diseases and Cornea;
- Intraocular Inflammation and Uveitis;
- Glaucoma;
- Lens and Cataract; and
- Retina and Vitreous.

All candidates who register to sit ICO Examinations and belong to <u>an ICO Member Society</u> are provided free online access to the ICO Foundation Assessments (the **ICO Foundation Assessments**). Candidates who do not plan to register to sit an ICO Examination in the same year can still use the ICO Foundation Assessments to prepare and will be charged for each ICO Foundation Assessment Restrictions apply to candidates who belong to non-ICO Member Societies. For more information see SECTION IV: RELATED POLICIES.

The ICO reserves the right to change the charges and other conditions for using the ICO Foundation Assessment as it sees fit.

E. Candidate Responsibilities

Candidates who have registered for ICO Examinations are responsible for sitting the correct examination at the confirmed date, time, and location as indicated in their confirmation email. Candidates must be available for the entire examination period as listed by the local testing centre. Under no circumstances will examinations be re-scheduled or repeated to accommodate candidates.

It is the responsibility of candidates to ensure they are prepared and have the necessary equipment required to successfully sit the ICO Examinations. Candidates are only allowed to use a dictionary and calculator (no devices with other functionalities) to complete their examinations. Candidates who have a disability and require additional aids, and/or other accommodations to sit the examinations must contact the local testing centre and the ICO Examination team well in advance of the scheduled examination to ensure their needs can be met: icoassessment@icoph.org. Any actual or attempted dishonest conduct or breach of applicable rules will lead to disqualification, with no refund of any fees, but with you being obliged to cover any costs of ICO in relation to the investigation and handling of such conduct or breach.

Candidates who miss a scheduled ICO Examination sitting that they registered for due to compelling medical and/or personal reasons must contact the local testing centre and the ICO Examination team as soon as possible to report their absence: <u>icoassessment@icoph.org</u>. For more information see SECTION IV: RELATED POLICIES.

Candidates are subject to the rules and regulations of their local testing centre before, during, and after sitting the ICO Examinations.

Candidates who need to withdraw from ICO Examinations must do so in writing to the ICO Examination team before the closing date that the online applications are due, as noted on the ICO website. An

administrative fee for withdrawal will be charged to the candidate. Candidates who withdraw after the closing date will not be refunded the full fee for their examination registration. Where extenuating circumstances prevent a candidate from sitting the examination, supporting documentation must be provided stating the nature of those circumstances to the ICO Examination team: icoassessment@icoph.org. For more information see SECTION IV: RELATED POLICIES.

F. Examination Fees

Candidates who register to sit ICO Examinations must pay in advance their fees online using the <u>ICO</u> <u>Examination/Fellowship Portal</u> in order to complete their applications. Once candidates select their home country of origin on the application, they will automatically see the required fee to register for examinations. Without the fee paid in full within the deadlines, candidates are not entitled to sit the respective ICO Examination.

The ICO offers fair and equitable fees for the ICO Examinations that are based on World Bank income level country classifications with discounts for candidates who belong to ICO Member Societies. The ICO reserves the right to update fees at any time and for any reason, with or without cause.

Additional administrative fees apply for withdrawals from examinations, appeals requests, and manual examination marking. These additional administrative fees are the sole responsibility of the candidate and must be paid by the deadline indicated by the ICO. For more information see SECTION IV: RELATED POLICIES.

G. Examination Appeals

Candidate appeals to ICO Examinations are governed by the ICO's *Request to Mark the Examination Manually and Appeal Policy*. See SECTION IV: RELATED POLICIES for more information.

H. Examination Withdrawal

Candidates withdrawing from ICO Examinations are subject to the ICO's *Withdrawal Policy*. See SECTION IV: RELATED POLICIES for more information.

VI. ICO FELLOWSHIPS

A. General Information

ICO Fellowships are administered by the ICO who reserves the right to withdraw and/or terminate an ICO Fellowship at any time and for any reason at the ICO's sole discretion, with or without cause. In case of a withdrawal or termination, any received, but amounts for which no proper spending can be documented (by way of receipts or similar proof) are to be paid back.

Unless specified for a given Fellowship type otherwise, ICO Fellowships are awarded only to candidates who are residents from one of the eligible countries listed <u>here</u>. In order to be awarded an ICO Fellowship, candidates must submit a completed application online, along with all required supporting documents, and have their applications approved by the ICO. Candidates belonging to active <u>ICO</u>

<u>Member Societies</u>, and/or who have passed <u>ICO Examinations</u>, will receive special consideration of their ICO Fellowship applications.

ICO Fellowships are not, in principle, awarded for the pursuit of academic studies leading to degrees or diplomas. They are intended to give promising young ophthalmologists from low- and middle-income countries the opportunity to broaden their professional knowledge and enhance their practical skills through international training in advanced methods and techniques at host institutions around the world. While some ICO Fellowships may take place at academic institutions, the main purpose of the placement is to enable Fellows to derive from their training the knowledge and professional competence needed to participate more actively in the social development of their home countries, increasing their abilities to help solve eye care problems upon their return home.

According to the ICO Fellowship Policy, the ICO Fellowship is to commence after the date of issue of the ICO Fellowship Award Letter and the award is valid for a maximum period of 12 months. The ICO Fellowship award may not be used to fund or to extend ongoing or completed fellowships to combine with any other ICO or other donor fellowship award. The candidate must not apply if already received an ICO Fellowship award in the past.

The ICO and the ICO Fellowship Donors, Member Societies, Partners and Fellowship Hosts reserve the right to announce publicly in their communications, websites, social media and publications the ICO Fellowship Awards including Fellows' names, affiliations, their photos, areas of their Fellowship training, Fellowship Host institutions, Fellows' supervisors, extracts or full content of the Fellows' reports and interviews. Fellows may be contacted before, during or after their Fellowship for interviews, reports, photographs, videos or others to be publicly used by the ICO and the ICO Fellowship Donors, Member Societies, Partners and Fellowship Hosts.

ICO Fellows must at all times:

- (a) Conduct themselves in a professional manner compatible with their status as holders of international fellowships and as representatives of their country;
- (b) Carry out their placements in the manner and within the period prescribed by the ICO, adhering to all policies outlined herein and in any other organisational policies, procedures, and rules the ICO deems relevant and appropriate;
- (c) Refrain from engaging in derogatory behaviour, political, commercial, and/or criminal activities of any kind (disclosure of such involvement by Fellows will result in termination of the award and obligation of immediate repatriation);
- (d) Return to their home countries at the end of the ICO Fellowship (unless they are sponsored by another organization to undergo further training; at which point the ICO Fellowship would formally terminate and the new placement would commence).

B. Application Deadlines

The application deadline dates for the ICO Fellowships are set by the ICO and announced publicly on the website (https://icoph.org/) and in the ICO's communications materials. For applications submitted by the spring deadline each year, ICO Fellowships are awarded and official notices of acceptance are sent

to successful candidates in July. The earliest start date for ICO Fellowship placements is 1st October of the same year.

For applications submitted by the fall deadline each year, ICO Fellowships are awarded and official notices of acceptance are sent to successful candidates in January. The earliest start date for ICO Fellowship placements is 1st April of the same year.

C. Applicant Requirements

In order to meet the eligibility requirements to apply for an ICO Fellowship, candidates must:

- (a) Have completed their residency training before applying;
- (b) Have successfully passed the specialist exam in ophthalmology;
- (c) Unless specified for a given Fellowship type otherwise, must be permanently based in, and work in one of the <u>eligible countries</u>, and must not apply for ICO Fellowships in their home country.
- (d) Must be reasonably fluent in English or the language of the country where the ICO Fellowship host institution is based;
- (e) Must not apply for an ICO Fellowship award to support any ongoing fellowship, extension of a fellowship, and/or to combine with any other ICO or other donor fellowship award. The ICO Fellowship is to commence after the date of issue of the ICO Fellowship Award Letter;
- (f) Must not apply if already received an ICO Fellowship award in the past.
- (g) Agree to return to their home country after the training program to resume their previous positions and apply the knowledge and skills gained during the ICO Fellowship.

D. Preparation

Approved applicants who are awarded an ICO Fellowship will receive an official notice of acceptance via email which includes further instructions regarding next steps in the process. ICO Fellows are responsible for reviewing these documents thoroughly and carefully to ensure they understand the contents. It is the sole responsibility of the ICO Fellow to seek clarification from the ICO Fellowship team on any items which are not understood.

ICO Fellows are solely responsible for obtaining the necessary passports, visas, and any other paperwork that may be required by host institutions prior to the agreed upon start date of the training program e.g., identification documents, proof of vaccination, health and liability insurance, etc.

ICO Fellows are solely responsible for arranging accommodation in host countries and for arranging their departure from their home country so as to arrive at the host institution on the date indicated. In some cases, host institutions may be able to provide a list of recommended accommodations or provide useful advice for where to search for suitable lodging, and it is the responsibility of the ICO Fellow to reach out to them if this information is needed.

Notification of acceptance is given to ICO Fellows as far in advance as possible to ensure that they may best prepare themselves to derive the maximum advantage from their placement opportunities, including in regard to language proficiency. To this end, it is mandatory that ICO Fellows are reasonably fluent in the language of the host country prior to the start date of their training program. If English should be used instead, the Fellow needs to have it approved by the Host as part of the application process.

ICO Fellows are responsible for learning about the climate and culture of their host country in advance in order to ensure they are adequately prepared for their placement, including suitable and appropriate clothing. No clothing allowance, or additional reimbursement of any kind will be provided by the ICO.

The awarded funds are only sufficient to cover the normal living expenses of one person and the ICO will not pay additional allowances of any kind for dependents. ICO Fellows should also consider that, in the course of their award, they may be required to travel under circumstances that would make it difficult or impossible for their dependants to accompany them. The ICO is not liable for dependents, or will not cover or reimburse any additional expenses incurred by ICO Fellows in maintaining their dependents' lifestyles in their home countries while they are abroad on their training programs.

ICO Fellows are expected to advise their host institution as early as possible of their travel plans, including expected date of arrival and accommodation information. Travel must not begin until ICO Fellows have been notified by the ICO that travel is authorised.

Upon arrival at the host institution, ICO Fellows are expected to adhere to all policies, procedures, and rules as outlined by the host institution at all times during the training program. ICO Fellows are solely responsible for learning and inquiring about all the aspects of their fellowship from their host institutions.

All correspondence relating to ICO Fellowships should be addressed to the ICO Fellowship team at <u>icofellowship@icoph.org</u>.

E. Travel

ICO Fellows are expected to begin and end their travel in the capital of their home country, or in the city nearest their home where there is an international airport. The ICO is not responsible for the cost of travel between their home and the capital or nearest international airport; ICO Fellows must bear this cost.

Travel arrangements should be undertaken in consultation with the ICO Fellowships team. Any travel arrangements other than those specified by the ICO will not be accepted unless agreed to in advance by the ICO. Travel at the ICO's expense must be arranged by the most direct and economic route.

ICO Fellows are responsible for obtaining their own passports and visas, including transit visas which may be necessary to permit travel from the home country to the country of placement and return. ICO Fellows must ensure that their passports and/or visas and/or entry permits, and any other required documents, will remain valid for at least one month beyond the end of the planned training program period.

ICO Fellows are responsible for arranging personal health and liability insurance and must provide copies of these documents to the ICO Fellowship team prior to beginning the training program.

ICO Fellows will likely need some pocket money in convertible currency for use on the outward journey, and on arrival at their destination to cover minor expenses at the airport, bus or taxi fare into town, etc. ICO Fellows are urged to obtain a small amount of convertible currency to meet such expenditures before departure from their home country. The ICO is not responsible for covering or reimbursing these expenses.

Before departure, ICO Fellows should make inquiries regarding the currency regulations of the host country, particularly concerning the amount of currency allowed to be carried. National authorities can be strict in this matter and the ICO will not be held responsible for any loss that ICO Fellows may incur through disregard of currency regulations.

No excess baggage allowance is provided by the ICO. All excess baggage required by ICO Fellows must be shipped at their own expense. ICO Fellows are urged to insure their baggage for the duration of their absence from their home country. The cost of such insurance is not covered or reimbursable by the ICO.

F. Supervision

While training abroad, ICO Fellows are under the general supervision of the ICO but, in each host country, the host institution itself is responsible for the direct supervision of the training program. The name of the ICO Fellow's supervisor to whom they will report will be provided in advance of their arrival in the host country.

G. Entitlements

Unless specified for a given Fellowship type otherwise, the three-month Fellowship entitlements of ICO Fellows include a maximum grant of \$6,000 USD to cover travel and living expenses for three-month placements at host institutions. The exact amount is subject to actual student-style living expenses in the host country. The grant is typically provided in two installments, the first one before departure and the second one after receiving the initial report by the fellow and the host institution. Grants should be used to cover the following expenses:

- (a) Round-trip international air travel, via the most direct and economical route;
- (b) Monthly rent or accommodation costs in the host country; and
- (c) Daily subsistence allowance for food, transportation, and other basic living expenses.

The use of the grants shall be documented by receipts or similar proof.

H. Fellowship Cancellation

In case of illness or other substantial reasons preventing the Fellow from commencing the Fellowship stay, the Fellow is required to immediately inform the supervisor at the Host institution as well as the ICO Fellowship Team at <u>icofellowship@icoph.org</u> to receive further guidance. Should for the same

reason the Fellow cancel the Fellowship stay, the Fellow is required to return the Fellowship financial award to the ICO.

In case of illness or other substantial reasons preventing the Fellow from completing the Fellowship stay, the Fellow is required to immediately inform the supervisor at the Host institution as well as the ICO Fellowship Team at <u>icofellowship@icoph.org</u> to receive further guidance. Substantial shortening of the Fellowship stay may result in an obligation to partially return the Fellowship financial award to the ICO.

ICO Fellows agree to undertake the training program in accordance with the instructions issued by the ICO and the host institution, including devoting themselves full-time to the program and conducting themselves at all times in a manner compatible with their responsibility as holders of an international ICO Fellowship award. This includes refraining from engaging in any derogatory, political, criminal, or commercial activities, or any other activities that are deemed incompatible with the training program during the period of the ICO Fellowship.

VII. LIABILITY

Any liability of ICO, its content providers, suppliers, affiliates, managers and employees is hereby excluded to the extent permitted under applicable law, including for consequential and indirect damages.

Access to the ICO Examination/Fellowship Portal may be interrupted and temporarily suspended, including for maintenance purposes, without liability. The ICO Examination/Fellowship Portal is provided by ICO on an "as is" and "as available" basis, without any warranty of correctness, completeness, fitness for purpose, non-infringement or otherwise, whether implied or express. Access may be interrupted and temporarily suspended, including for maintenance purposes, without liability. You are using the ICO Examination/Fellowship Portal at your own risk.

VIII. GENERAL LEGAL PROVISIONS

A. Governing Law and Jurisdiction

The Terms and this Agreement shall be governed by Swiss law for all purposes without regard to or application of choice of law rules or principles. To the extent permitted by applicable law, you hereby consent to the exclusive jurisdiction and venue of the courts of Geneva, Switzerland.

B. Indemnification

You agree to indemnify, defend, and hold harmless ICO, its officers, directors, employees, agents, licensors, suppliers, and affiliates from and against any claims, actions or demands, liabilities, and settlements, including but not limited to, reasonable legal and accounting fees resulting from, or alleged to result from, your violation of these Terms or any activity related to your account (including infringement of third parties' worldwide intellectual property rights or negligent or wrongful conduct) by you or any other person accessing the ICO Examination/Fellowship Portal using your account.

C. Waiver

Our failure to exercise or enforce any right or provision of these Terms or other legal notices posted by ICO on the ICO Examination/Fellowship Portal shall not constitute a waiver of such right or provision. No waiver of any of these Terms or of any other legal notices posted by ICO on the ICO Examination/Fellowship Portal shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

D. Severability

If any provision of these Terms or of any other legal notices posted on the ICO Examination/Fellowship Portal is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms should remain in full force and effect.

E. Assignment

ICO may assign its rights and duties under this Agreement to any party at any time without notice to you and/or your approval.

F. Headings

The section titles in these Terms are for convenience only and have no legal or contractual effect.

G. Notices

If you have questions or comments regarding the Terms or the ICO Examination/Fellowship Portal, please contact us at <u>icoadmin@icoph.org</u>, or by post at:

International Council of Ophthalmology Rue de Lyon 77 CH-1203 Geneva Switzerland

H. Updates of these Terms

ICO can change these Terms (and thus the Agreement from time to time, which it will notify to you in adequate form (e.g., by using your last known e-mail address). The revised Terms are deemed to be accepted by you if you do not object to them in writing within 30 days of them having been notified to you. If you object, then ICO can terminate the Agreement without further notice.