

ESA Member Terms and Conditions

1 General

1.1. The Society is a non-governmental, non-profit organisation, exclusively and directly dedicated to promoting and coordinating the scientific, educational and professional activities of anaesthesiology in all European countries, and to serving the health care needs of the general public. The Society's mission is to aim for the highest standards of practice and safety in anaesthesia and intensive care, perioperative, critical emergency and pain medicine through education, research and professional development throughout Europe.

1.2. It shall, among others, be the objective of this Society:

- to promote exchange of information between anaesthesiologists in European countries and beyond;
- to disseminate information to authorities and populations with regard to anaesthesiology and its pivotal role in providing health care;
- to raise the standards of the specialty by fostering and encouraging education, research, scientific progress and exchange of information;
- to promote and protect the interest of its members;
- to promote continuity of care to improve patient outcome;
- to promote patient safety and quality of medical care by facilitating and harmonising the activities of national and international societies of anaesthesiologists in European countries;
- to strengthen, harmonise and integrate education into clinical practice;
- to stimulate and facilitate research and foster innovation;
- to develop and promote the professional role;
- to establish and promote good relations with other specialties as well as other scientific, academic, professional, industrial and patients' organisations, with a shared interest in and common goals for the development of anaesthesiology and patient safety and quality of health care.

1.3. The association is composed of personal members and society members. The present terms and conditions apply exclusively to personal membership.

2 Personal Membership

May hold a Personal Membership at the conditions specified here below:

1.4. Active Member shall be a physician who has completed an accredited anaesthesiology training programme, who is certified in anaesthesiology, who is licensed to practise medicine, and who works professionally in a European country.

1.5. Associate Member shall be any member of a European national society of anaesthesiologists, which is a Society member of this Society, who works professionally in a European country and who agrees to become ESA Associate Member.

1.6. Affiliate Member shall be:

- A certified physician not working in the clinical practice of anaesthesiology.
- A scientist or professional who, while not engaged in clinical anaesthesiology, is nevertheless interested in anaesthesiology.
- A certified anaesthesiologist, or a certified physician, or a scientist or professional (see, who works professionally in a country outside of Europe.

1.7. Trainee Member shall be a physician in training, employed in an anaesthesiology department and whose training programme is accredited by a national governmental body or by the national board of anaesthesiology training. Trainee membership of this Society is limited to a maximum of 6 (six) years.

1.8. Registered Non-Physician Health Professional Member shall be any registered non-physician health professional working in anaesthesiology-related areas (nurses, biomedical technicians, etc.).

1.9. Medical Student Member shall be any medical student not yet registered as a physician with the licensing authorities in the country they are in training.

1.10. Retired Member shall be an individual who would have qualified as an Active and/or Affiliate Member, but who has retired from active employment or self-employment for reasons of age, ill health or disability.

1.11. Honorary Member shall be a physician, scientist or professional, who has attained outstanding eminence in anaesthesiology or related fields, or who has served with distinction this Society or organisations which joined the Society.

3 Applications

1.12. Each new applicant shall submit an application to the Secretary of this Society through the myESA platform.

Following receipt of a new application and verification of requirements as defined here above and in the By-laws, the application shall be processed and confirmed by the Secretary.

- 1.13.** Online applications are subject to ESA's Terms and Conditions available on the Website on a permanent basis, at URL <http://www.esahq.org/about-us/the-esa/terms-and-conditions> or they may be requested by e-mail from the following address: info@esahq.org.
- 1.14.** The applications for trainee membership category shall be endorsed by the director of the training programme certifying compliance with Section 1.7.
- 1.15.** The application process for Associate Members (1.5) will be organised within the National Societies in line with the specific regulations governing the Society Member and shall be automatic if possible.
- 1.16.** Any Active or Affiliate Member may propose in writing a candidate for Honorary Membership to the Secretary of this Society. The Secretary shall present the proposal to the Board of Directors for consideration and approval of the nomination.

4 Duration

- 1.17.** Membership runs from the date of payment until the end of the calendar year (31/12) during which the membership fee was paid or the subsequent calendar year as the case may be.
- 1.18.** Unless requested by the Member through a written notice to the Secretary of this Society, Membership renewal notices will be sent to all Members before the start of the new membership year.

5 Fees

- 1.19.** Membership fees are determined by the Board of Directors and published on ESA's website.

Membership fees may vary for countries with economic or social difficulties, as determined by the Board of Directors.

The Board of Directors may determine specific fees for two years membership.

- 1.20.** Members shall pay Membership fees annually. They are automatically due in full, either before 31st January of every year, or on the date of admission.

- 1.21. Membership benefits, excluding voting rights, become effective as of the date of receipt of payment of the annual Membership fee for that calendar year. Voting rights attached to membership are subject to the membership fee having been received on or before 31st January of the relevant year.
- 1.22. Membership fees are non-refundable, irrespective of the date on which a member's membership status is lost.
- 1.23. No annual fees are required of Honorary Members.

6 Rights and Duties of Members

- 1.24. All Members of this Society shall at all times meet the requirements of their particular category of Membership and such other requirements as set forth in these Terms and Conditions and by its By-Laws.
- 1.25. Members shall further the vision and mission of the Society to the best of their abilities and refrain from any action which could harm the reputation and the objectives of the Society.
- 1.26. Decisions of the Board of Directors and Committees of this Society are notified to Members via regular newsletters.
- 1.27. Personal Members shall be entitled to attend all activities of the Society and make appropriate use of its facilities subject to the due payment of all relevant fees.
- 1.28. Only Active and European Trainee Members ("European Trainee Members" will be understood to be Trainee Members training in a European country) shall have the right to vote at the General Assembly and in elections to the Council or Board of Directors, unless stated otherwise in these By-Laws. Only Active Members shall have the right to stand for election to the Board of Directors or apply for appointment as Chairperson of a Committee in this Society, unless stated otherwise in these By-Laws.

7 Termination of Membership

- 1.29. Membership shall cease upon non-payment of the annual membership fee, unless membership is reinstated through payment of the membership fees in arrears, whereas all benefits from membership for the period 1st January up to the date of payment are forfeited.
- 1.30. Personal Membership shall cease upon:
 - Written notice by the member sent to the Secretary of this Society provided that all arrears of subscription for the current year, if any, have been paid, in which case

membership shall cease at the end of the year for which membership fees have been paid; or

- Death of the member.

1.31. The exclusion of Personal Members for other reasons than cessation of Personal Membership (e.g. if a Personal Member's behaviour or actions is contrary to ESA objectives) can be proposed by the Board of Directors, after having heard the explanation of the member concerned and be decided by the Council at the first upcoming Council meeting at by the majority vote of two thirds of the present and voting members. The Board of Directors can temporary suspend the membership of the Member concerned until the final decision taken by the Council at the first upcoming Council meeting.

1.32. A Personal Member who ceases to be part of this Society (by Cessation or Termination of Personal Membership) has no right to the assets of the Society or to the reimbursement of his/her annual fees.

1.33. If a Personal Member agrees to the use of the ESA Directory by ticking the box "I allow ESA to provide my name and email address to ESA members (ESA Directory).", the Personal Member acknowledges the fact that it is not allowed to use this tool for commercial purposes or for the promotion of non-ESA events and/or activities. The ESA reserves itself the right to remove the tool, to one or all Personal Members, at any point when the tool is used for non-intended purposes. Misuse of the tool may result in a penalty decided by the ESA.

8 Variations

Members agree that these terms and conditions may vary from time to time. Any such variation shall become effective by ESA notifying the Member.

9 Privacy Policy

Members (or Members to be) will be asked to agree to the terms of ESA Privacy Policy, whereby failure to do so may lead to the membership application being declined.

By applying for membership, Members (or Members to be) permit ESA and its Secretary to process Member's personal details as provided for in ESA Privacy Policy available on ESA's website.

10 ESA General Terms & Conditions

1.34. Any topic or question not covered by these Membership Terms and Conditions is governed by ESA's Terms and Conditions available on the Website on a permanent basis,

at URL <http://www.esahq.org/about-us/the-esa/terms-and-conditions> or they may be requested by e-mail from the following address: info@esahq.org.

1.35. In case of any contradiction between both texts, these Membership Terms and Conditions shall prevail.