



## **Bylaws**

*Approved by the Board of 03/05/2014.*

### **1. Definition NRCs (3.2.a)**

A **National Resuscitation Council** (NRC) within the ERC is an organisation, accepted by the ERC Board based on the following characteristics:

- a) Is a legal body.
- b) Has a mission and goal in line with the ERC's mission and goal.
- c) Has a multidisciplinary and interprofessional membership within a transparent structure.
- d) Is an authority on resuscitation at a national level, recognised by the major organisations involved in resuscitation in that country.
- e) Is willing to collaborate with the ERC in auditing resuscitation courses within their country.
- f) Is willing to comply with democratically decided ERC rules and regulations, including European Resuscitation Guidelines.
- g) Is an organisation with the commitment to attend ERC meetings and cooperate in the functioning of the ERC.

and having signed an active Memorandum of Understanding or Agreement (of Cooperation) with the ERC.

Only one organisation per country can be accepted as the NRC.

### **2. Rules about the Agreement (of Collaboration) and the Memorandum or Understanding (5.2.2.a, 5.2.2.b)**

An Agreement (of Collaboration) between the ERC and an NRC can be signed only after a valid Memorandum of Understanding has been in place for at least one year.

A Memorandum of Understanding or an Agreement (of Collaboration) between the ERC and an NRC follows the template attached to these Bylaws, approved by the General Assembly of 27/06/2013. Agreements or Memoranda of Understanding that differ from these templates, require the prior approval of the Board and of the General Assembly.

### **3. Definition Strategic Domains, Working Groups and International Course Committees (5.2.2.c)**

- a. A **Strategic Domain** is a structure that has the objective of achieving a number of specific goals within the ERC Strategic Plan, as assigned by the Board.  
Each Strategic Domain is chaired by a Director as decided by the Board.  
Membership of each Strategic Domain is determined and appointed by the Board, in consultation with the Strategic Domain chair.  
The Board may allocate a budget to each Strategic Domain.
- b. A **Working Group** is a structure that is responsible for the development, updating and clarification of European Resuscitation Guidelines.  
Working Groups are established by the ERC Board for a period of up to five years.

Membership of each Working Group, including Chair and Vice-Chair, shall be determined and appointed by the Board for a period of three years. Each Working Group member can express a wish to extend this by a further 2 years, subject to approval by the Board after advice of the Working Group Chair and Vice-Chair.

The following Working Groups are established until 31/12/2015:

- BLS
- ALS
- PLS
- Education

The Board may allocate a budget to each Working Group.

The Working Group members on 01/09/2013 can apply for an extension of their membership by a further 2 years.

- c. An **International Course Committee (ICC)** is a structure that is responsible for the further development and quality control of a specific ERC course. It oversees courses in those countries that are not self-sufficient, and in partnership with the National Resuscitation Council, if one exists.

The following ICCs shall be in existence until 31/12/2016:

- Basic Life Support
- Advanced Life Support
- Paediatric Life Support and Immediate Paediatric Life Support
- Newborn Life Support
- Immediate Life Support
- Instructor courses

The Chair and Vice-Chair of each ICC shall be appointed by the Board, taking into consideration any nominations from the General Assembly.

Election of ICC members

- For ICCs of provider courses: up to 5 additional ICC members (on top of the ICC's Chair and Vice-Chair) shall be elected by the self-sufficient<sup>1</sup> National Resuscitation Councils, for a period of 5 years, based on national representation, expertise and dedication. Members may be re-appointed for a further term of office. Upon the advice of an absolute majority of the ICC in a secret voting, the Board can dismiss an ICC member (without this person being replaced), except where the total number of members becomes less than 5. In such a case with less than 5 members in one ICC, the missing positions will be reappointed in an additional election, for the remaining period of the 5 years term of the other ICC members.
- For the ICC Instructor Courses: the members of the ICC are one representative from each of the other ICCs plus a representative from the Working Group Education.

The Board may allocate a budget to each ICC.

The **Joint ICC** is made up of the chairs and vice chairs of each ICC plus a representative of the Education Working Group and is chaired by the Director Training and Education. The Joint ICC may propose Course Rules for approval by the Board, after each ICC has had the opportunity to air their opinion about the proposal.

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<sup>1</sup> See Course Rules

#### **4. Qualified Individuals (5.2.2.e)**

A Qualified Individual is a person who has been nominated by 2 members of the General Assembly, who has shown specific expertise that is valuable for the Organisation and is keen to support the goals of the European Resuscitation Council.

Candidacies should include a supportive letter from 2 members of the General Assembly, a list of publications, the intentions and views of the candidate to strengthen the ERC and to accomplish its goals, and a statement what they can offer the ERC and how much time they will be able to spend.

Nominated persons are accepted as Qualified Individuals following a secret majority vote of the Board, according to Art. 5.2.2.e of the Articles of Association. The Board can appoint a selection committee to advise the Board about the candidacies.

Qualified Individuals can be accepted twice a year and the maximum number of Qualified Individuals in the General Assembly is five.

The term of Office for these Qualified Individuals is two years and is renewable.

#### **5. Timeline for application to the Board for membership of the General Assembly (5.2.5)**

Applications to become a member of the General Assembly must be received at the address of the ERC (as stated in the Statutes) with all the required documents – as stated in the Statutes and Bylaws, at least one month before the next Board meeting. These applications will be placed on the agenda of the Board. The Board can defer an application for one Board meeting. If not decided after that period of time, the GPC shall make a decision, which should be completed 2 months after that second Board meeting.

#### **6. Rights Associate Gold Members (5.3.3.a)**

Associate Gold Members have the following rights:

- Paper and online journal OR online journal only (for electronic-only Gold members)
- Access to all previous issues of Resuscitation
- 10 % discount in the ERC web shop
- Discount on ERC conferences registration
- 1 vote for the voting for four Associate Representatives in the General Assembly (Art. 5.2.2.d of the Articles of Association)
- All of the advantages of the Silver members

#### **7. Rights Associate Silver Members (5.3.3.b)**

Associate Silver Members have the following rights:

- European Resuscitation Update E-Newsletter
- Silver member discussion forum
- Discount on ERC conferences registration

#### **8. Ethical code (5.3.4)**

The Ethical Code is described in Attachment 4. A procedure will be installed in the near future to collect the Conflict of Interest information of all relevant persons.

#### **9. Review body for suspension (5.6.5.b)**

The Review Body for Suspension is the Advisory Committee.

#### **10. Composition and purpose of Working Groups and Domains (6.4.2)**

See (2)

## **11. Advisory Committee (6.5)**

### **a. Appointment of the Advisory Committee (6.5.1)**

Every Honorary Member of the ERC, being a citizen of a European country (according to the definition in Art. 3.3 of the Articles of Association), can be a candidate for the Advisory Committee. The Board will send a call for candidacies to all these Honorary Members. After sending their candidacy via email to the electronic address of the Organisation, the Board shall decide with a simple majority about the appointment of candidates as members of the Advisory Committee.

A member of the Advisory Committee who applies or is elected for a position on the Board of Directors, shall, for the same period, step down as a member of the Advisory Committee, but may join the Advisory Committee again when their Board position has come to an end.

The term for the Advisory Committee is four years after the call has been launched by the Board. At any time, the Board may add members to the Advisory Committee in line with this article; their term is limited to the term of the current members.

### **b. Proposal of Representative of the Advisory Committee (6.5.2)**

The Advisory Committee's candidate for appointment of the Representative of the Advisory Committee shall be selected according to the following procedure:

1. Each member of the Advisory Committee who does not notify the ERC office of his or her withdrawal of candidature, shall be considered a candidate for the position of Representative of the Advisory Committee.
2. A secret vote shall be organised amongst the Advisory Committee members.
3. The voting shall only be accepted if a majority of the members of the Advisory Committee has voted.
4. The proposed candidate needs to have received a majority of the effective votes. If a majority is not reached in a first voting, a second round is organised between the two candidates who received the most votes in a first voting.

## **12. Function descriptions of the Directors (7.1.2)**

### **a. Chair**

- 1) Shows leadership.
- 2) Has a democratic approach.
- 3) Is available and has time to take care of his/her responsibilities.
- 4) Is representative:
  - a) Has clinical and scientific merits.
  - b) Can represent the group and the Organisation.
- 5) Has a vision on the future of the ERC and on the way to get there.

### **b. Vice-Chair**

- 1) Idem Chair
- 2) Works as a team with the Chair.

### **c. Secretary**

- 1) Writes the minutes of the Board and General Assembly meetings and of other important meetings.
- 2) Has access to relevant information of the organisation (with the help of a Document Management System).
- 3) Other (see below).

### **d. Treasurer**

- 1) Is a reliable person with knowledge of economics.
- 2) Controls the finances continuously (internal controlling).

- 3) Prepares the budget and closing of the accounting, together with the CEO.
- 4) Prepares reports and statements to the Board and the General Assembly.
- 5) Other (see below).

**e. Director Guidelines and ILCOR**

- 1) Is an accepted leader and coordinator of the Guidelines.
- 2) Is the liaison between ILCOR and the ERC.
- 3) Coordinates the European Guidelines.
- 4) Coordinates the activities of ILCOR.
- 5) Has clinical and scientific merits.

**f. Director External Affairs**

- 1) Has clinical and scientific merits and shows leadership.
- 2) Is the interface with other European Associations.
- 3) Coordinates the joint sessions with congresses of other organisations
- 4) Is the interface with the European Commission.
- 5) Other (see below)

**g. Director Training and Education**

- 1) Has expertise in training and education.
- 2) Continues in developing the Course Management System.
- 3) Explores new developments concerning Resuscitation training and education.
- 4) Coordinates the Joint ICC.
- 5) Keeps guard over the Quality Control of ERC courses.
- 6) Seeks further dissemination of CPR in Europe.

**h. Director Science and Research**

- 1) Has expertise in science.
- 2) Stimulates ERC research projects (such as EuReCa).
- 3) Supports scholarships and grants.
- 4) Coordinates the Working Groups.
- 5) Other (see below)

**i. Director Congresses**

- 1) Supervises the ERC conferences as a whole (both Scientific and Organising Committee).
- 2) Chairs the Organising Committee of the ERC conferences.
- 3) Is the interface between the ERC and the congress activities of the ERC Office.
- 4) Other (see below)

**j. Director Marketing**

- 1) Has demonstrated expertise in marketing and communication, preferably by not-for-profit organisations.
- 2) Develops and coordinates the actions to make the ERC and its products known and used by the current and potential stakeholders.
- 3) Develops and coordinates the communication plan of the ERC.
- 4) Coordinates the periodical publication of Newsletters for ERC members.
- 5) Supports the other Directors for their marketing needs or questions.
- 6) Further develops and expands Associate Gold and Silver memberships.
- 7) Is the ERC liaison from the Board with the Business Partners.

**k. Editor-in-Chief**

- 1) Is the interface between the ERC and the Journal.
- 2) Integrates the ERC publication policy in the Journal policy.
- 3) Maintains/raises the scientific level of the Journal.

**l. Representative Advisory Committee**

- 1) Coordinates the activities of the Advisory Committee.
- 2) Reflects the opinion of the Advisory Committee.
- 3) Acts as an “elder statesman”.

**m. Representative of the NRCs**

- 1) Is the connecting link to the National Resuscitation Councils.
- 2) Organises continuous communication between the Board and the National Resuscitation Councils in both directions.
- 3) Prepares summaries of the Board minutes, to be sent to the General Assembly members.

**n. Representative Allied Healthcare Section**

*This position is put on a hold until other decision by the Board.*

**13. Allied Healthcare Section (7.1.2, 7.1.4.c)**

*This section is put on a hold until other decision by the Board.*

**14. Candidacies for Director (7.1.4.a.i)**

Applications for a post of Director must be accompanied by

- A letter of motivation, including a statement of what he or she can offer the ERC and how much time they will be able to give.
- A short curriculum vitae.
- A Conflict of Interest declaration.
- For the functions where the Bylaws require clinical or scientific merits: a list of publications and/or documents that support these merits.
- A recent picture of the candidate.

**15. Specific mandate for proxy holders (7.3.2, 7.3.3)<sup>2</sup>**

The Board may, at its discretion, give a specific mandate for specific decisions to one or more specific persons (7.3.3).

In other case, the following mandates are applicable:

Type	Decision	Mandate to sign	Has power to grant subproxy to <sup>3</sup>
<b>Legal actions</b>			
Official publication (for example Belgian State Gazette)	The relevant organ takes the decision. If publication is mandatory, no decision to publish has to be taken.	CEO or Chair	Vice-Chair, other Director by decision of the GPC
Document to official authority	[Depends on content]	CEO or Chair	Vice-Chair, Treasurer

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<sup>2</sup> See background information in attachment

<sup>3</sup> This implies that a subproxy is given by the mandate holder in writing, with a copy to the Chair. There is no automatic power to represent in case the mandate holder is not available.

Annual accounts to Belgian Authorities	General Assembly	CEO or Chair	Vice-Chair, Treasurer
Tax form	If decision needed: GPC	CEO or Chair	Vice-Chair, Treasurer
<b>Meetings</b>			
Convocation and agenda General Assembly	Board	Chair	Vice-Chair
Agenda Board	Chair	Chair	Vice-Chair
Minutes Board	Board	Chair and either Vice-Chair or Secretary	
<b>Agreements and contracts</b>			
Agreement or MoU with NRC	New Agreement or MoU: Board Renewal of standard agreement: Chair Renewal of exception to standard agreement: Board + GA	Chair	Vice-Chair
Contract staff member	To hire additional staff member: Board To decide about person to hire: CEO	CEO or Chair (except for own contracts of CEO: Chair)	Vice-Chair
Agreement supplier	If within budget: ≤ 5 000 EUR: CEO (or Treasurer) > 5 000 and ≤ 50 000 EUR: Treasurer + CEO > 50 000 EUR: GPC If not within budget: GPC	CEO or Treasurer	Chair or Vice-chair
Agreement Business Partner (BP)	New Business Partner: Board Renew standard agreement: CEO Renew not standard agreement: GPC Decision not to renew a BP agreement: Board	Chair	Vice-Chair or CEO
Course Collaboration Agreement	Standard agreement within policy and within Europe: CEO after positive advice of the relevant ICC Chair(s) Other: GPC	CEO or Chair	Vice-Chair or Director Training and Education
Translation agreements about Guidelines or manuals	Standard agreement within policy: CEO Exceptions: GPC	CEO or Chair	One Director
<b>Financial actions</b>			
Payments	If within budget and ≤ 5 000 EUR: CEO or Treasurer > 5 000 and ≤ 50 000 EUR: Treasurer + CEO > 50 000 EUR: GPC If not within budget: Board	≤ 5 000 EUR: CEO or Treasurer > 5 000 Treasurer + CEO	
Order	If within the budget ≤ 5 000 EUR: CEO or Treasurer > 5 000 and ≤ 50 000 EUR: Treasurer + CEO after comparing a minimum of 3 offers > 50 000 EUR: GPC If not within the budget: Board	CEO or Treasurer	

## Correspondence

Official letter to NRC or to NRC chairman	Chair	Chair	Vice-Chair
Copyright release	Within policy: CEO Exception to policy: GPC	CEO or Chair	Staff member
Daily correspondence	CEO	CEO or Chair	Staff member
Other correspondence	Relevant Organ	To be decided by the relevant Organ	

### 16. Rules on the functioning of the GPC (7.4.3)

The GPC meets in a physical meeting, in a conference call, or can decide by written consent.

The Board, as well as every individual GPC member, can decide that the GPC should be convened, by sending a reasoned request to the ERC Chair. The ERC Office will organise such a meeting within one month.

The GPC can only decide if at least three GPC members attend the meeting.

All decisions are taken in line with Art. 7.4.2 of the Articles of Association.

Decision-making by written consent is only possible if all GPC members confirmed in writing that they agree with the decision.

The GPC meeting is chaired by the Chair, and in absence of the Chair, by the first next person as listed in Art. 7.4.1 of the Articles of Association.

The Agenda is proposed by the Chair, but all members can add agenda points to the agenda, before or at the beginning of the meeting.

A report, summarising the decisions by the GPC, is produced by the note taker (appointed by the Chair) and – after opportunity has been given to all GPC members to comment on this report – is sent to the Board for endorsement.

### 17. Procedures for Conflict of Interest among bodies of the Organisation (8)

In case of a conflict of interest among the bodies of the Organisation, the GPC shall make a decision after having invited the different bodies involved to report to it. The GPC can decide to hear a key person from any of these bodies. Every body of the Organisation, having a conflict of interest with another body of the Organisation, may also ask to be heard. In such case, the GPC will inform the other bodies involved about this request, and also give them the opportunity to be heard.

If the GPC makes a decision, any of the bodies involved can send an appeal to the Board, who will make the final decision after having given the same opportunities to all involved.

The GPC and Board can ask the advice of the Advisory Committee if deemed appropriate. Such advice has a consultative value.

In case the GPC or the Board is one of the conflicting bodies, the General Assembly shall decide after having received an advice from the Advisory Committee. Such advice has a consultative value. An appeal is not possible in this case.

### 18. Combining different functions

A Director of the Board cannot combine this function with being the Chair of a Working Group or ICC, except for a temporary overlap of 3 months.

A Board member can only hold one position as a Director within the Board at the same moment.

### 19. Fellowship of the ERC

The Fellowship of the European Resuscitation Council (FERC) is an internationally recognised and prestigious position, recognising the ERC's most prominent members who have demonstrated



evidence of sustained leadership and contributions to resuscitation medicine through practice, research, education or care of patients.

The Board appoints a Fellowships Selection Committee for a period of 5 years, renewable. This Fellowship Selection Committee will nominate candidates for Fellowship to the Board for approval.

The Fellowships Selection Committee will prepare detailed procedures.

Candidates are nominated based on

- being or becoming an ERC Associate Gold member
- a number of years of leadership and excellence in the field of resuscitation and
- having distinguished themselves individually in clinical, educational, investigational, organisational and/or professional aspects of the European Resuscitation Council at the European or the national level.

FERCs are appointed for as long as they continue their Associate Gold membership.

*Initial version approved by the ERC Board on 23/11/2011.*

*The criteria for an NRC have been approved by the General Assembly of 29/06/2012.*

*Update approved by the ERC Board on 26/07/2012.*

*Update approved by the ERC Board on 26/09/2013.*

*Update approved by the ERC Board on 03/05/2014.*

## Attachment 1:

### Who can decide and who can sign on behalf of the ERC vzw?

#### Legislation:

- 1) **Taking the decision internally and representing the organisation externally are two different things.**
- 2) The organisation can – in every way - be represented by a majority of the Board members.
- 3) The statutes can specify an **Organic Representation**<sup>4</sup> by one or more specific persons (individually or together). Limitations to their powers **are not objectable**<sup>5</sup> to third parties (do not count in relationship to third parties) and are relevant and create responsibility internally within the organisation.
- 4) **Specific mandates**<sup>6</sup> can be granted to one or more specific persons, via the Bylaws or together with the decision of the Board. It is the responsibility of third parties to check if these persons – if they don't hold an organic representation - were mandated and if they meet the limitations of their mandate (these mandates **are objectable** to third parties). This can be proven via a written and signed mandate, or through publication in the Belgian State Gazette.
- 5) The Organ of Daily Management can take decisions if they are (i) **recurring** or (ii) **urgent AND not important**. In other case, the decision has to be taken by the Board, except when specific mandates were given by the Board.

#### Statutes:

- 1) (Art. 7.2.4): A record of the (**Board**) meeting will be kept in the **Minutes** of the meeting. These shall be signed by the Chair and by either the Vice-Chair or the Secretary, and shall be kept in a Register of Minutes at the registered offices. They may be consulted by the Voting Members.
- 2) (Art. 7.3.2): Notwithstanding the general representative power of the Board as a collegiate body (i.e. by the majority of the Board members), the Organisation may be **represented** as well by **the Chair, the Vice-Chair or the CEO, each acting separately**. The Board can include rules and limitations in the Bylaws or for specific topics, for which these individuals can represent the Organisation. Such limitations are not opposable to third parties.
- 3) (Art. 7.3.3): The Board may **delegate specific powers** to one or more proxy holders who may or may not be Director. An overview of specific mandates will be listed in the Bylaws.
- 4) The **daily management of the Organisation, the preparation of Board meetings and the follow-up of the execution of Board decisions** shall be exercised by the **Chief Executive Officer**.  
When urgent, less important decisions have to be made where it is not practical or desirable to convene the full Board, the **General Purpose Committee (GPC)** shall have power delegated by the Board to act in its stead and within the scope of the specifics of the mandate granted. The GPC shall be composed of the following (minimum four) individuals:
  - Chair
  - Vice-Chair
  - Chief Executive Officer
  - One to three additional Directors at the invitation of the Chair (or Vice-chair in absence of the Chair), based on the agenda of the meeting and the responsibilities of the Directors.
- 5) (Art. 7.4.4): The Organisation is represented for all **matters of daily management** by the Chief Executive Officer, who answers directly to the Chair.

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4 (In Dutch: "Organieke vertegenwoordiging")

5 (In Dutch: "niet tegenwerpelijk")

6 (In Dutch: "Bijzondere volmachten")

## **Attachment 2: European countries**

*Version 04/02/2011*

ERC Statutes art. 3.3

[www.coe.int](http://www.coe.int) (Council of Europe)

1. Albania
2. Andorra
3. Armenia
4. Austria
5. Azerbaijan
6. Belgium
7. Bosnia and Herzegovina
8. Bulgaria
9. Croatia
10. Cyprus
11. Czech Republic
12. Denmark
13. Estonia
14. Finland
15. France
16. Georgia
17. Germany
18. Greece
19. Hungary
20. Iceland
21. Ireland
22. Italy
23. Latvia
24. Liechtenstein
25. Lithuania
26. Luxembourg
27. Malta
28. Moldova
29. Monaco
30. Montenegro
31. Netherlands (The)
32. Norway
33. Poland
34. Portugal
35. Romania
36. Russian Federation
37. San Marino
38. Serbia
39. Slovak Republic
40. Slovenia
41. Spain
42. Sweden
43. Switzerland
44. The former Yugoslav Republic of Macedonia
45. Turkey

46. Ukraine
47. United Kingdom

Attachment 3a: Agreement (of Collaboration)  
Attachment 3b: Memorandum of Understanding

<b>Country/NRC</b>	<b>[Country]/[XRC]</b>
<b>Duration</b>	<b>-31/12/2015</b>

**Agreement between the  
European Resuscitation Council  
and the  
[XXX Resuscitation Council]**

**Between**



**European Resuscitation Council**  
Drie Eikenstraat 661  
2650 Edegem, Belgium  
[secretariat@erc.edu](mailto:secretariat@erc.edu)

**registered under number 0461.204.217**

**represented by Prof. Dr Maaret Castrén, Chair,  
hereafter called "ERC"**

**and**

**[XXX Resuscitation Council]**

**registered under number**

**represented by N.N., [Function]  
hereafter called "[XRC]"**

## 1. Whereas

- 1.1. The ERC is a European organisation, representing member National Resuscitation Councils (European and non-European), European Associations and individuals, engaged in the field of resuscitation.
- 1.2. The [XRC] is a national organisation, situated in [Country], that is an authority on resuscitation, recognised by the organisations involved in resuscitation in [Country].
- 1.3. The [XRC] is compliant with the definition of a National Resuscitation Council in the ERC Bylaws, to be found in Attachment 1, current as of the Effective Date.

It is agreed as follows:

## 2. Definitions

In this Agreement, the following terms shall have the following meanings:

- 2.1. **ERC Guidelines:** Nolan J. European Resuscitation Council Guidelines for Resuscitation 2010, Resuscitation 2010;81: 1219-1451.
- 2.2. **Course Organiser:** An individual or an organisation, who administers the financial and logistical aspects of the course, as defined in the ERC Course Rules 2.22 and 4.9-4.14.
- 2.3. **Effective Date:**
- 2.4. **National Resuscitation Council (NRC):** an organisation, accepted by the ERC Board based on the following characteristics:
  - a) Is a legal body.
  - b) Has a mission and goal in line with the ERC's mission and goal.
  - c) Has a multidisciplinary and interprofessional membership within a transparent structure.
  - d) Is an authority on resuscitation at a national level, recognised by the major organisations involved in resuscitation in that country.
  - e) Is willing to collaborate with the ERC in auditing resuscitation courses within their country.
  - f) Is willing to comply with democratically decided ERC rules and regulations, including European Resuscitation Guidelines.
  - g) Is an organisation with the commitment to attend ERC meetings and cooperate in the functioning of the ERC.and having signed an active Memorandum of Understanding or Agreement (of Cooperation) with the ERC.

Definitions who are referred to existing official ERC rules, follow the definition of the official document and its future updates.

### **3. Partnership**

- 3.1. The [XRC] is the representative of the ERC in [Country].
- 3.2. The ERC will address formal requests from a third party, located in [Country], to the [XRC].

### **4. General goal**

- 4.1. The goal of this Agreement is to preserve human life by making high quality resuscitation available to all, by exploring the possibilities of cooperation between the ERC and the [XRC].
- 4.2. The ERC and the [XRC] will promote each other's activities.

### **5. Information exchange**

- 5.1. The ERC will inform the [XRC] about important developments, related to resuscitation, from everywhere in the world.
- 5.2. The ERC will facilitate information exchange between member NRCs about resuscitation.
- 5.3. The [XRC] will inform the ERC about important national developments, related to resuscitation.
- 5.4. Both the ERC and the [XRC] may include each other partner's information that they consider relevant, in their communication channels.

### **6. Resuscitation guidelines**

- 6.1. The national guidelines and treatment protocols of the [XRC] will be based on the ERC Guidelines.
- 6.2. The ERC recognises that there can be national historic and legal aspects of resuscitation practice. The [XRC] should discuss any possible resuscitation guideline variations with the ERC in order to reach a mutual understanding.
- 6.3. The [XRC] shall be entitled to translate and publish the ERC Guidelines in the national language(s) of [Country] during the term of this agreement, upon the execution of a separate written agreement between ERC and [XRC] defining the terms and conditions of such translation and publication.

### **7. Publications (other than Guidelines)**

- 7.1. Neither the ERC nor the [XRC] will undertake any steps to translate, print, publish, distribute, communicate or exploit in any way whatsoever the other party's materials without prior written approval of that party on this subject. This clause does not prevent to directly and actually applying resuscitation in practice.

### **8. Training network**

- 8.1. The ERC training network is open to all interested NRCs who agree to work according to the ERC course rules.
- 8.2. Resuscitation courses organised or supervised by the [XRC] should be based on the ERC Guidelines.
- 8.3. The ERC recognises that there can be national historic and legal aspects of resuscitation practice. The [XRC] should discuss any possible variations in training with the ERC in order to reach a mutual understanding.
- 8.4. ERC is allowed to audit the courses and to provide support and advice.



- 8.5. If the [XRC] is not interested in running any particular ERC course in its own country, such courses may be run directly by the ERC or by another organisation with the approval of the ERC.
- 8.6. The ERC will ask the advice of the [XRC] before recognising Course Organisers in [Country].

## **9. Memberships**

- 9.1. The ERC and the [XRC] will promote a combined membership if relevant.

## **10. Involvement**

- 10.1. The [XRC] is represented in the General Assembly of the ERC according to the Articles of Association of the ERC.

## **11. Specific goals**

- 11.1. The ERC and the [XRC] agree about the following specific goals for the term of this Agreement:
- a.

## **12. Term and termination**

- 12.1. This Agreement enters into effect on the Effective Date ( ) and is **valid until 31/12/2015**.
- 12.2. Either ERC or [XRC] can terminate this Agreement by registered mail giving three (3) month's explicit prior written notice to the other party. In case of suspension by the ERC, the [XRC] can appeal to the General Assembly of the ERC.

## **13. Intellectual property**

- 13.1. Each party remains the sole and exclusive owner of all intellectual and/or industrial property on its materials (to be) exchanged during the term of this Agreement, unless otherwise explicitly agreed.

## **14. General provisions**

- 14.1. This Agreement shall be governed by, construed and interpreted in accordance with Belgian law.
- 14.2. ERC and [XRC] will try to resolve amicably any dispute arising within the framework of this Agreement. Any dispute, action, claim or cause of action arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Courts of Antwerp, excluding any other court.
- 14.3. This Agreement and its annexes contain the entire Agreement and understanding between the parties with respect to the subject matter hereof and supersedes and replaces all prior agreements and understandings, whether written or oral, with respect to the same subject matter, between the parties.
- 14.4. Any amendment to this Agreement, as well as any addition or omission, can only be agreed in writing with the mutual consent of the parties.
- 14.5. ERC nor [XRC] shall assign or transfer any of its rights or obligations under this Agreement, either in whole or in part, to any third party without the prior written consent of the other party. Any such assignment or transfer without the prior written consent of the other party shall be deemed null and void.
- 14.6. Whenever possible, the provisions of this Agreement shall be interpreted so as to be valid and enforceable. However, if one or more provisions of this Agreement is found to be invalid, illegal or

unenforceable (in whole or in part), the remainder of the provision and of this Agreement shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed. Moreover, in this case the parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision which embodies as closely as possible the purpose of the invalid, illegal or unenforceable provisions.

- 14.7. Neither party shall be liable for any failure to perform under this Agreement if such failure is due to causes beyond its reasonable control (force majeure), such as, but not limited to fire, flood, strikes etc.
- 14.8. Any failure or delay by either party to exercise or enforce any right or provision of this Agreement shall not be deemed a waiver of any such right or provision unless acknowledged and agreed to such party in writing.
- 14.9. Unless stipulated otherwise in this Agreement, notices and other forms of communication required under this Agreement shall be in writing and must be delivered or sent to the recipient, (i) in person through a reputable courier service, (ii) by fax with a confirmation slip, (iii) by email with manual confirmation, (iv) by registered mail (with acknowledgement of receipt) to the address of the other party, indicated on page 1.

**AS WITNESS** this Agreement has been signed on behalf of the parties on \_\_\_\_/\_\_\_\_/20\_\_\_\_ and each party confirms to have received a copy thereof.

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**Prof. Dr Maaret Castrén**  
**Chair ERC**

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**N.N.**  
**[Function] [XRC]**

<b>Country/NRC</b>	<b>[Country]/XRC</b>
<b>Duration</b>	–

**Memorandum of Understanding (MoU) between**  
**the European Resuscitation Council**  
**and**  
**the XXX Resuscitation Council**

**Between**



**European Resuscitation Council**  
Drie Eikenstraat 661  
2650 Edegem, Belgium  
[secretariat@erc.edu](mailto:secretariat@erc.edu)

**registered under number 0461.204.217**

**represented by Prof. Dr Maaret Castrén, Chair,  
hereafter called "ERC"**

**and**

**XXX Resuscitation Council**

**registered under number**

**represented by N.N., [Function]  
hereafter called "XRC"**

## 1. Whereas

- 1.1. The ERC is a European organisation, representing member National Resuscitation Councils (European and non-European), European Associations and individuals, engaged in the field of resuscitation.
- 1.2. The XRC is a national organisation, situated in [Country], that is an authority on resuscitation, recognised by the organisations involved in resuscitation in [Country].
- 1.3. The XRC is compliant with the definition of a National Resuscitation Council in the ERC Bylaws, to be found in Attachment 1, current as of the Effective Date.

It is agreed as follows:

## 2. Definitions

In this MoU, the following terms shall have the following meanings:

- 2.1. **ERC Guidelines:** Nolan J. European Resuscitation Council Guidelines for Resuscitation 2010, Resuscitation 2010;81: 1219-1451.
- 2.2. **Course Organiser:** An individual or an organisation, who administers the financial and logistical aspects of the course, as defined in the ERC Course Rules 2.22 and 4.9-4.14.
- 2.3. **Effective Date:**
- 2.4. **National Resuscitation Council:** an organisation, accepted by the ERC Board based on the following characteristics:
  - a) Is a legal body.
  - b) Has a mission and goal in line with the ERC's mission and goal.
  - c) Has a multidisciplinary and interprofessional membership within a transparent structure.
  - d) Is an authority on resuscitation at a national level, recognised by the major organisations involved in resuscitation in that country.
  - e) Is willing to collaborate with the ERC in auditing resuscitation courses within their country.
  - f) Is willing to comply with democratically decided ERC rules and regulations, including European Resuscitation Guidelines.
  - g) Is an organisation with the commitment to attend ERC meetings and cooperate in the functioning of the ERC.and having signed an active Memorandum of Understanding or Agreement (of Cooperation) with the ERC.

Definitions who are referred to existing official ERC rules, follow the definition of the official document and its future updates.

### **3. General goal**

- 3.1. The goal of this MoU is to preserve human life by making high quality resuscitation available to all, by exploring the possibilities of cooperation between the ERC and the XRC.
- 3.2. The ERC and the XRC will promote each other's activities.

### **4. Information exchange**

- 4.1. The ERC will inform the XRC about important developments, related to resuscitation, from everywhere in the world.
- 4.2. The ERC will facilitate information exchange between member NRCs about resuscitation.
- 4.3. The XRC will inform the ERC about important national developments, related to resuscitation.
- 4.4. Both the ERC and the XRC may include each other partner's information that they consider relevant, in their communication channels.

### **5. Resuscitation guidelines**

- 5.1. The ERC and the XRC will start negotiations to explore the adoption of the ERC Guidelines in [Country] by .

### **6. Publications (other than Guidelines)**

- 6.1. Neither the ERC nor the XRC will undertake any steps to translate, print, publish, distribute, communicate or exploit in any way whatsoever the other party's materials without prior written approval of that party on this subject. This clause does not prevent to directly and actually applying resuscitation in practice.

### **7. Training network**

- 7.1. The ERC training network is open to all interested NRCs who agree to work according to the ERC course rules.
- 7.2. The ERC and the XRC will start negotiations for mutual collaboration for organisation of CPR-courses in [Country], consistent with the ERC course framework.
- 7.3. If the XRC is not interested in running any particular ERC course in its own country, such courses may be run directly by the ERC or by another organisation with the approval of the ERC.
- 7.4. The ERC will ask the advice of the XRC before recognising Course Organisers in [Country].

### **8. Collaboration**

- 8.1. The ERC and the XRC will start negotiations for mutual collaboration for the translation and use of ERC materials.

### **9. Memberships**

- 9.1. The ERC makes it possible for the XRC to use and to promote a combined membership.

### **10. Involvement**

- 10.1. The XRC is represented in the General Assembly of the ERC according to the Articles of Association of the ERC.

## 11. Specific goals

11.1. The ERC and the XRC agree about the following specific goals for the term of this MoU:

a.

## 12. Term and termination

12.1. This MoU enters into effect on the Effective Date ( ), is **valid until** <sup>1</sup> (max. 3 years) and can be renewed. The maximum duration is 5 years in total.

12.2. Either ERC or XRC can terminate this MoU by registered mail giving three (3) month's explicit prior written notice to the other party. In case of suspension by the ERC, the XRC can appeal to the General Assembly of the ERC.

## 13. Intellectual property

13.1. Each party remains the sole and exclusive owner of all intellectual and/or industrial property on its materials (to be) exchanged during the term of this MoU, unless otherwise explicitly agreed.

## 14. General provisions

14.1. This MoU shall be governed by, construed and interpreted in accordance with Belgian law.

14.2. ERC and XRC will try to resolve amicably any dispute arising within the framework of this MoU. Any dispute, action, claim or cause of action arising out of or in connection with this MoU shall be subject to the exclusive jurisdiction of the Courts of Antwerp, excluding any other court.

14.3. This MoU and its annexes contain the entire MoU and understanding between the parties with respect to the subject matter hereof and supersedes and replaces all prior agreements and understandings, whether written or oral, with respect to the same subject matter, between the parties.

14.4. Any amendment to this MoU, as well as any addition or omission, can only be agreed in writing with the mutual consent of the parties.

14.5. ERC nor XRC shall assign or transfer any of its rights or obligations under this MoU, either in whole or in part, to any third party without the prior written consent of the other party. Any such assignment or transfer without the prior written consent of the other party shall be deemed null and void.

14.6. Whenever possible, the provisions of this MoU shall be interpreted so as to be valid and enforceable. However, if one or more provisions of this MoU is found to be invalid, illegal or unenforceable (in whole or in part), the remainder of the provision and of this MoU shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed. Moreover, in this case the parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision which embodies as closely as possible the purpose of the invalid, illegal or unenforceable provisions.

14.7. Neither party shall be liable for any failure to perform under this MoU if such failure is due to causes beyond its reasonable control (force majeure), such as, but not limited to fire, flood, strikes etc.

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<sup>1</sup> 1 to 3 years

- 14.8. Any failure or delay by either party to exercise or enforce any right or provision of this MoU shall not be deemed a waiver of any such right or provision unless acknowledged and agreed to such party in writing.
- 14.9. Unless stipulated otherwise in this MoU, notices and other forms of communication required under this MoU shall be in writing and must be delivered or sent to the recipient, (i) in person through a reputable courier service, (ii) by fax with a confirmation slip, (iii) by email with manual confirmation, (iv) by registered mail (with acknowledgement of receipt) to the address of the other party, indicated on page 1.

**AS WITNESS** this MoU has been signed on behalf of the parties on \_\_\_\_/\_\_\_\_/20\_\_\_\_ and each party confirms to have received a copy thereof.

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**Prof. Dr Maaret Castrén**  
**Chair ERC**

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**N.N.**  
**[Function] XRC**





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## ETHICAL CODE OF CONDUCT

*Approved version 27/09/2012*

### INTRODUCTION

The objective of an Ethical Code of Conduct of health care societies is to provide guidance regarding ethical conduct of the activities of the society and of the interaction of their members and collaborators with other health care societies and with pharmaceutical or device companies.

In the last decade, guidelines for ethical conduct have been developed by major international organisations including health care societies, medical device manufacturers, pharmaceutical companies, regulatory bodies in Europe and worldwide (see references).

These documents were used for producing a summary of recommendations for ethical conduct of staff members, volunteers, members and collaborators, appropriate for the ERC, whilst striving to maintain a balance between general principles and excessive detail. This summary incorporates the key principles of disclosure of interest, avoidance of conflicts of interest, and the health care professional's duty and autonomy to act in the best interests of patients.

The objectives of health care societies include guiding biomedical research, contributing to the discovery of new treatments, and promoting high quality evidence-based practice of doctors, nurses and other health care professionals. They develop and support educational programmes that help translate scientific and health care progress into the efficient delivery of best health care. These societies provide a forum for disseminating new skills and scientific developments in scientific journals, in educational programmes, and in scientific meetings.

The objectives of medical companies include helping patients live longer and healthier lives. Companies invest resources to bring new drugs, devices, and therapies out of the laboratory and to the patients, while maximising value for their shareholders. They encourage and support relevant research and education.

Independence and transparency are key principles for ethical interaction between health care societies and medical companies, for dealing with sponsorship and advertising, for organising meetings, educational and informational programs, for awarding research grants, and for producing clinical practice guidelines. (Adapted from: CMSS, 2009; WMA, 2008-9.)

### PRINCIPLES OF ETHICAL CONDUCT

#### *Clinical investigation and scientific projects*

- Clinical investigation and scientific projects should be carried out according to the principles of good clinical practice.
- The responsible investigator and his/her co-workers should have no private financial interest in the research or in the results.
- The financing of clinical research and projects is regulated contractually.
- In the case of publication and presentation of the results, the origin of financial support must be declared.
- The interpretation of the results must be independent of the sponsor's interest.
- Publications in scientific journals should adhere to the international requirements for manuscripts submitted to biomedical journals.

### *Scientific Meetings*

- The primary objective of medical scientific meetings is the exchange of professional or scientific information.
- In scientific meetings, the possibilities for prevention, diagnosis, and therapy should be presented objectively, evidence based, and not influenced by a sponsoring organisation.
- Speakers, chairpersons, and organisers should declare all personal, institutional or commercial interest, and any support provided by a sponsor.
- A meeting can be recognised as continuing medical education (CME) if
  - o Commercial entities acting as sponsors have no influence on the programme, content, presentation, speakers, or publication of the results.
  - o Sponsorship is accepted only as a contribution to the general costs of the meeting.

### *Interaction with medical companies*

- ERC shall only interact with medical companies that agree in writing with the ERC ethical code of conduct, and act accordingly.
- In printed or electronic materials or communications to its target audiences (such as manuals, courses, publications, website, journals, newsletters) all those who act as a representative of the ERC, shall in no way actively promote, announce or advertise commercial products.
- Commercial products are referred to by the ERC only from a scientific point of view or as an example, and equivalent products shall be mentioned.
- In all cases of advertisement by industry, it shall be made fully clear for the reader or target audience that this is an advertisement and not scientific content under the aegis of the ERC.
- The ERC may facilitate ERC members to receive information from business partners only on an "opt in" basis.
- The ERC shall not communicate any member's or participant's lists or personal details to third parties, except with the explicit approval of the individual.
- The ERC shall interact with all its business partners on an equal basis.

### *Education for Health Care Professionals and courses*

- In all educational programmes, the possibilities for prevention, diagnosis, and therapy shall be presented objectively and in accordance with the principles of evidence-based medicine.
- Authors of educational materials, instructors, and organisers shall declare any personal or institutional commercial interest, or support provided by a sponsor.

### *The organisation, staff members, volunteers and member organisations (National Resuscitation Councils).*

- They shall be honest and ethical in their conduct, including ethical handling conflicts of interest.
- They shall maintain confidentiality of information entrusted to them by the organisation or its partners except when authorised or otherwise legally obliged to disclose it.
- All individuals who may have access to confidential ERC data will sign an individual "confidentiality agreement", as specified in the Bylaws.
- They provide members with information that is accurate, objective, relevant, timely, and understandable.
- They protect and ensure the proper use of the assets of the organisation.
- The organisation shall ensure that activities or interactions with companies are avoided that are in conflict with legislation, human rights, and standards of good practice.
- For all volunteers, staff members and members a Col register will be held and updated from time to time using an approved standardised format, including relevant information about potential conflicts of interest, as specified in the Bylaws. Col statements will include a declaration of the individual and/or the organisation that the information provided is accurate, complete and up-to-date.
- The Col of all participants in ERC meetings will be available before starting discussions and taking decisions. Participants with a related Col should abstain from voting.

## REFERENCES

- World Medical Association: Helsinki declaration: Ethical principles for medical research in humans (2000-2008)
- World Medical Association: Statement concerning the Relationship between Physicians and Commercial Enterprises (2004-2009)
- Council of Medical Specialty Societies (CMSS): Code for interactions with companies (2011)
- European Union EMEA (European medical evaluation agency). Guideline 2001/20/EC on the application of good clinical practice in clinical trials with drugs for human (2001)
- European Society of Cardiology: Code of ethics (2011)
- American Heart Association: Ethics policy (2010)
- Advamed (Advanced medical technology association): Code of ethics on interactions with health care professionals (2009)
- Eucomed (European confederation of medical device associations): Guidelines on interactions with health care professionals (2008-2011)
- PhRMA (Pharmaceutical Research and Manufacturers of America): Code on interactions with healthcare professionals (2009)
- ECMJE (International committee of medical journal editors). Uniform Requirements for Manuscripts Submitted to Biomedical Journals: Ethical Considerations in the Conduct and Reporting of Research: Authorship and Contributorship (2009)
- European Society of Cardiology. The ESC Board. Relations between professional medical associations and the health-care industry concerning scientific communication and continuing medical education: a Policy Statement from the European Society of Cardiology (2012)

Approved by the ERC Board on 27/09/2012

## Attachment 5: Conflict of Interest Policy

## Conflict Of Interest (COI) Policy European Resuscitation Council

Approved version 12/12/2014

### 1. Motivation.

According to the Code of Ethical Conduct, the ERC wishes to ensure that all those who contribute to its scientific, educational, administrative, professional activities declare any financial, academic or professional interests within the last 12 months which could influence their judgement or contribution.

### 2. Scope

This policy is for the Staff Members and Volunteers of the ERC, including Board members, General Assembly members, members of Working Groups, Committees and Task Forces, authors and co-authors of Guidelines, training resources (manuals and other) and published statements on behalf of ERC..

### 3. What constitutes a conflict of interest (COI)?

A COI is considered to be: *“a set of circumstances that creates a risk that professional judgment or actions regarding a primary interest<sup>1</sup> will be unduly influenced by a secondary interest”<sup>2</sup>.*

The following provides conditions in which a member should declare an interest that might conflict, or be perceived to conflict, with their responsibilities to the ERC:

- **Employment** – all individuals should make a full declaration of their paid and voluntary employment stating either paid or voluntary (but not stating monetary figures).
- **Associated intellectual agencies** – all individuals should make a full disclosure about paid or unpaid relationships with associated organisations (e.g.: office bearer in a national resuscitation council or national/international body, research consortium),
- **Boards or consultancies (paid or not), honoraria, payment for lectures received:** if you are a board member or consultant (paid or not paid), or if you received a honorarium or were paid for one or more lectures, for an external party and directly related to the possible areas under discussion, these must be declared.
- **Equity, shares, ownership** equities, shares and ownerships by you or close family if directly related to the possible areas under discussion, must be declared. If you participate in an investment fund over which you have no control how the fund is managed, this does not need to be declared.
- **Business relationship with a company:** if you or close family have a business relationship with a company that is directly related to the possible areas under discussion, this must be declared.
- **Funding of research grant received:** regardless of the kind of funding (industry or charitable), funding of research grants received must be declared.
- **Miscellaneous disclosures:** other relationships directly related to the possible areas under discussion, that may be perceived by the public or colleagues to be a COI.

Only the **source of the income** and the **nature of the interest** are to be disclosed; the amount of any payment or grant etc is not to be disclosed.

<sup>1</sup> Include promoting and protecting the integrity of research, the welfare of patients the quality of medical education and the mission statement of the ERC

<sup>2</sup> May include financial gain, the desire for professional advancement, recognition for personal achievement, favours to friends, family, students or colleagues

#### **4. When should a COI be declared?**

The COI declarations will be submitted to the ERC Office.

All of the individuals listed in the *Scope* paragraph will update their COI declaration each year, after being reminded by the ERC Office. If the individual has no potential conflicts, this also must be declared on the form. The individual members are responsible to keep their COI declaration up to date and to amend their COI declaration in case of new potential COIs.

Additionally, when an agenda point is discussed in official meetings of the ERC, where one of the members present has a COI, this member should declare his COI before this agenda point is discussed.

#### **5. Consequences of a COI**

The Board appoints the Advisory Committee to coordinate evaluation of the COI declarations and to propose actions to the Chairs of the relevant committee(s). The Advisory Committee reports to the Board.

Having declared a COI, a member may still participate in discussions that relate to this topic, but should not be involved in decisions. In some circumstances, it may be appropriate to exclude that person from the whole discussion.

If it is noticed that an individual has a relevant COI that has not been declared, this will be reviewed by the ERC Board. Failure to declare an interest may result in modifying the role(s) of the individual in the Council.

#### **6. Record of interests and their publication**

The ERC will keep an online COI record for all members included in the “Scope”. This COI record is also confidentially available online for the ERC Board members.

Approved by the ERC Board of 12/12/2014 + electronic confirmation for final version.

Sources:

- COI policy RC(UK) 2008
- COI policy of the AHA 2014
- COI policy of ILCOR 2004
- Institute of Medicine recommendations about Conflict of Interest in Medicine
- Lenzer, J Hoffman, C Furberg, J Ioannidis. Ensuring the integrity of clinical practice guidelines: a tool for protecting patients. [BMJ](#). 2013 Sep 17;347:f5535. doi: 10.1136/bmj.f5535.
- ERC Ethical Code of Conduct ERC Ethical Code of Conduct 2012