

Terms of Service

The present Terms of Service have been developed in accordance with the Statutes governing the European Health Management Association (EHMA) asbl, as published in Moniteur Belge.

Membership Rights and Obligations

1. **Scope.** The present Terms of Service govern the European Health Management Association (EHMA) asbl Membership as specified below.
2. **Membership fees.** To become an EHMA member, each organisation or individual must pay the membership fee established for its membership category. Membership fees may be amended in accordance with our Statutes.

EHMA membership fees are annual and are currently set at the following rates:

- 2.a. **Standard Organisational Member Rate:** 2,500 EUR (VAT non-incl.)
- 2.b. **Reduced Organisational Member Rate:** 1,250 EUR (VAT non-incl.)
- 2.c. **Standard Individual Member Rate:** 110 EUR (VAT non-incl.)
- 2.d. **Reduced Individual Member Rate:** 55 EUR (VAT non-incl.)

3. **Membership categories.** EHMA membership has two membership categories, set as follows:

- 3.a. **Organisational Membership:** Healthcare providers, universities, research institutions, health policy bodies and any organisation having legal personality and committed to pursuing the aims and objectives of EHMA asbl may become EHMA organisational members.

All organisational members are EHMA effective members, as per EHMA Statutes definition, and therefore benefit from all the advantages connected to the membership offer, as well as of the right to participate and vote in EHMA General Assembly.

To become an EHMA organisational member, the applicant shall pay the Standard Organisational Member Rate that applies for all organisational members. Organisations that can demonstrate a financial case may be granted the Reduced Member Rate, but such a request is subject to Board's approval.

- 3.b. **Individual Membership:** Individuals, who are not affiliated with an EHMA members' organisation or an organisation who may apply for the organisational membership, may become EHMA individual members.

All individual members are EHMA effective members, as per EHMA Statutes definition, and therefore benefit from all the advantages connected to the membership offer, as well as of the right to participate and vote in EHMA General Assembly.

To become an EHMA individual member, the applicant shall pay the Standard Individual Member Rate that applies for all individual members, except those individuals that can prove to belong to one of the following category and are, therefore, granted the Reduced Individual Member Rate:

- 3.b.1. **Student or young professional** (<26 or within five years of their first employed position)
- 3.b.2. **Retired** (65+ years old)

4. **Criteria for Admission.** The eligibility of any new membership application will be assessed. A decision whether to accept or reject such an application will be made by the Board. The Board decision is definitive, and the Board is not bound to justify its decision.
5. **Compliance with Policies.** By applying to the EHMA membership and accepting these Terms of Service, you declare to comply with the purpose and objectives of EHMA; with EHMA Statutes, as published in Moniteur Belge; with EHMA internal regulations and the decisions of its governing bodies; with any and all additional policies and procedures adopted by EHMA; and with EHMA competition rules and antitrust directives.
6. **Member's Rights.** Upon payment of the membership fee, organisational members are entitled to:
 - 6.a. Receive monthly newsletters for news, opportunities and events, and email alerts to get involved in formal and informal consultations on European health policies.

- 6.b. Access to the Membership Portal.
- 6.c. Access to EHMA Special Interest Groups.
- 6.d. Access to the Programme Directors' Group.
- 6.e. Promote their academic programmes and learning opportunities during the EHMA Annual Conference in the dedicated Learning Lounge, as well as showcase and promote their teaching programmes through the EHMA communications channels.
- 6.f. Access to the Students' Placement Programme for Master students at EHMA office.
- 6.g. Discounted registration fee at the EHMA Annual Conference.
- 6.h. Access to a network of more than 2,000 high-level individuals and organisations.
- 6.i. Benefit from on-call advice and the possibility to identify potential research partners. Updates on potential involvement in research projects.
- 6.j. Access to governance roles and possibility to be nominated for election as a Board Member or to EHMA Scientific Advisory Committee.
- 6.k. Option to utilise EHMA office space in Brussels.

Upon payment of the membership fee, individual members are entitled to:

- 6.a. Receive monthly newsletters for news, opportunities and events, and email alerts to get involved in formal and informal consultations on European health policies.
 - 6.b. Access to the Membership Portal.
 - 6.c. Access to EHMA Special Interest Groups.
 - 6.d. Discounted registration fee at the EHMA Annual Conference.
 - 6.e. Access to a network of more than 2,000 high-level individuals and organisations.
 - 6.f. Access to governance roles and possibility to be nominated for election as a Board Member or to EHMA Scientific Advisory Committee.
 - 6.g. Option to utilise EHMA office space in Brussels.
7. **Cancellation.** Membership is valid until the end of each calendar year, and it is renewed annually upon payment of the membership fee. Should a member at any time decide to withdraw their membership, said member is required to send a written three (3)-month prior notice before the end of the calendar year.
8. **Exclusion.** Members may be excluded from EHMA membership, should they fail to comply with the eligibility criteria; to comply with the Statutes; to pay within one-month period from the official reminder sent by registered letter; to be present, represented or excused at three consecutive General Assemblies; serious breaches of internal rules; serious misconduct that may taint the association's reputation; death; bankruptcy.

The member shall be informed by registered letter of the proposal for exclusion. The member has the right to send its written remarks to the Board President or to the Executive Director after a maximum of seven (7) days from the receipt of the registered letter starting from the exclusion procedure. Following its written prior request, the proposed excluded member can be heard by the General Assembly.

The decision to exclude a member shall report the reasons of exclusion, but shall be definitive and does not have to be justified. The Board President or the Executive Director shall address a copy of the decision to excluded Member after a maximum of seven (7) calendar days from the decision itself. The exclusion shall be effective immediately.

9. **Suspension.** The Board can suspend the proposed excluded Member until the General Assembly decision. The suspended member loses its voting rights.

Member who has resigned, been suspended or excluded, as well as creditors, heirs or those having rights of the bankrupt or deceased Member do not have any right of the social funds. They cannot claim or request the reimbursement of the membership fee.

Member who has resigned, been suspended or excluded shall remain liable for his financial obligations to the association until the end of the financial year during which his resignation, suspension or exclusion takes effect.

General

Authority to Execute Agreement. Member hereby represents, warrants and covenants to EHMA asbl that (a) it has the authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution and performance of this Agreement does not and will not violate any agreement to which Member is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of Member, enforceable in accordance with its terms.

No Other Licenses. By executing this Agreement, Member neither grants nor receives, by implication, estoppel, or otherwise, any rights under any copyright, patents or other intellectual property rights of EHMA asbl or another member.

No Warranty. EHMA asbl and Member each acknowledges that, except as otherwise agreed in writing, all services and information provided to or by EHMA asbl under this agreement is provided “as is” with no statutory or otherwise, and EHMA asbl and Member each expressly disclaim any warranty or merchantability, noninfringement, and fitness for any particular purpose with respect to such services and information.

Limitation of Liability. In no event will either EHMA asbl or Member be liable to each other or to any other member or third party under this agreement for the cost of producing substitute goods or services, lost profits, lost revenue, lost sales, loss of use, loss of data or any incidental, consequential, direct, indirect, punitive, or special damages, whether or not such party had advance notice of the possibility of such losses or damages. Except for Member’s dues commitment, or in cases of wilful misconduct or gross negligence, or where required by applicable law, the aggregate liability of EHMA asbl to Member or to other parties, and of Member to EHMA asbl, to other EHMA Members or to other parties, shall not exceed the past twelve (12) months’ membership fees paid by the Member to EHMA asbl.

Governing Law. This Agreement shall be construed and controlled by the laws of Belgium without reference to conflict of laws principles. If any claim or dispute between the parties is not resolved by good faith negotiations, any suits or proceedings pursued by either party shall be brought in the Federal or state courts located in Belgium, to whose jurisdiction each party hereby submits.

Complete Agreement; No Waiver. This Agreement, including all attachments, sets forth the entire understanding of EHMA asbl and Member and supersedes all prior agreements and understandings relating hereto, unless otherwise stated in this Agreement. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

Amendment. Amendments shall be prospective only unless otherwise agreed to by the Member and EHMA asbl. No termination or withdrawal pursuant to this paragraph will entitle Member to a refund of Member dues or other fees, all of which are non-refundable.

No Rule of Strict Construction. Regardless of which party may have drafted this Agreement, no rule of strict construction shall be applied against either party. If any provision of this Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of this Agreement will continue in effect.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument.

Assignment. Member may not assign its rights or obligations under this Agreement without the prior written consent of EHMA asbl or as otherwise set forth in the Statutes. For purposes of this Agreement, an assignment shall be deemed to include a transfer or sale of all or substantially all of the business of Member, or a merger, consolidation or other transaction that results in a change in control of Member.

Force Majeure. Neither EHMA asbl nor Member shall be liable hereunder by reason of any failure of delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labour conditions, earthquakes or any other cause which is beyond the reasonable control of such party.

Logos and Names. You grant EHMA asbl the right to use your organisation’s name and logo on the EHMA website and on related marketing materials, solely to indicate your membership in EHMA asbl. As long as you remain a member in good standing, you may use EHMA asbl name and logo, in the format and with the notices provided or requested by EHMA asbl, solely to indicate your membership in EHMA asbl.

Review of these Terms of Service

We keep these Terms of Service under regular review. These Terms of Service were last updated in April 2018.