

**MAIN AGREEMENT ON COLLABORATION PLATFORM BETWEEN
ANESTHESIOLOGY AND REANIMATION SOCIETIES OF BALKAN COUNTRIES
(BALKAN ANESTHESIA PLATFORM)**

1. PARTIES

The following members of the platform constitutes the founding council of the platform:
Turkish Society of Anesthesiology and Reanimation (hereinafter referred to as 'TARD') with
the registered address at İnönü Caddesi Zambak Apt. No: Beyoğlu İSTANBUL/TÜRKİYE
represented for the purpose of signing this agreement by Meral KANBAK, president of the
TARD

1. *Albania*
2. *Bosnia-Herzegovinia*
3. *Romania*
4. *Macedonia*
5. *Bulgaria*
6. *Serbia*
7. *Kosova*
8. *Crotia*
9. *Montenegro*
10. *Slovenia*
11. *Greece*
12. *Turkey*

.....

Hereinafter referred to individually as "**the Party**" or collectively as "**the Parties**".

Alye Duman *q.n.* *Atarab*
Stulaknaca *fyg Ruli* *Jorsani* *D.M. Karot* *Ru*

The Parties agreed as follows:

1.1.The Balkan Anesthesia Platform constitutes a voluntary organization aiming at scientific collaboration among the National Anesthesiology and Reanimation Societies/Associations of the Balkan member countries.

1.2.HEADQUARTERS: The founding headquarter of the platform will be İnönü Caddesi Zambak Apt. No:6/4 Beyoğlu, İstanbul/ANKARA, same address as TARD.

2. This Platform Agreement will, in particular, have the following objectives:

2.1.To support and promote the availability, accessibility, safety and quality of Anesthesiology, Intensive Care, Algology, Palliative Care in Balkan countries

2.2.To utilise the joint forces of the Balkan countries' national Societies/Associations of anaesthesiology and reanimation and to enhance the collaboration.

2.3.To achieve and maintain a high quality level and an outstanding professional standard of the speciality in the Balkan countries based on scientific methods

2.4.To be a forum in Balkans to encourage scientific discussions and co-operation through exchange of ideas in the fields of anaesthesia, intensive care medicine, algology and palliative care,

2.5.To work for scientific development and progress of the anesthesiology and reanimation speciality and to support experimental and clinical research in the above mentioned fields of interest and to facilitate the presentation and publication of the results,

2.6. To carry out multicenter researches among Balkan countries, on anesthesiology and reanimation,

2.7.To promote continuing medical education and training and provide the organisation of postgraduate courses and clinical training and exchange

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Mustafa Bayrakci Fozari D. Karabata R. R.

programmes in order to improve the qualifications of Balkan anaesthesiology and reanimation specialists.

2.8. To support the anesthesiology and reanimation related scientific journals of the Balkan countries and also promote support between these scientific journals

2.9. To support the congresses of member Societies/Associations in a scientific manner

2.10. The member societies can choose to make "Balkan Anesthesia Platform Panel Discussion" at their national congress

2.11. If requested, after determining scientific and financial rules with an official agreement, to do necessary work to organize an international scientific congress in determined time periods

3. In case of joint projects in accordance with this platform agreement and without prejudice to national regulations, the Parties may, prior to commencing a project and on a case-by-case basis, conclude a specific written agreement (hereinafter referred to as 'the specific agreement') detailing the specifics of the joint project and which shall in particular cover any necessary technical and legal (including the responsibilities of each Party and intellectual property rights) aspects. The specific agreements shall have the same objectives as detailed in Article 2.

4. If case of conflict between the provisions of the specific agreement and this Main Platform Agreement, the provisions of the Platform Agreement will prevail unless the conflicting provision in the specific agreement is introduced by the phrase "*This article is regulated for following reasons by derogation from the Platform agreement ...*".

5. Responsibilities of the Parties

5.1. Each Party will be responsible for its members and personnel in relation to activities undertaken pursuant to this Main Platform Agreement or the specific agreement. For the purposes of this Main Platform Agreement and the specific agreement, 'personnel' shall mean all persons associated with one Party,

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Mustafa Bayrakci Jozsef P. Mikos Jov

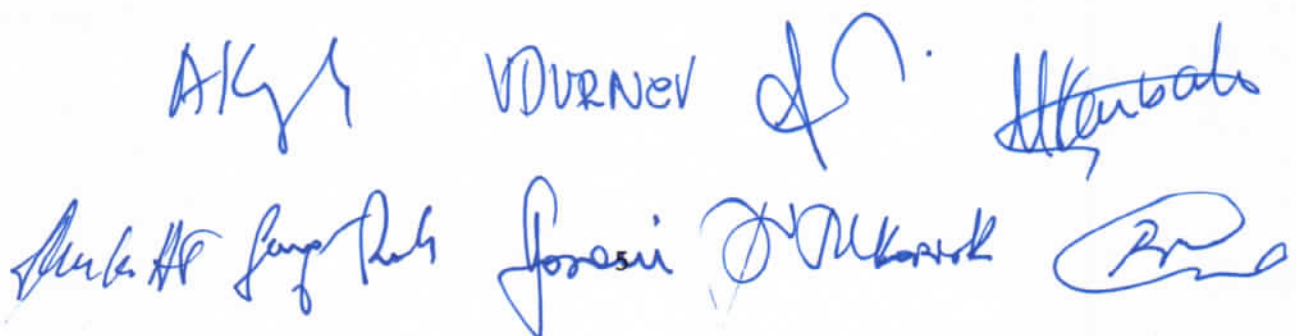
BOARD OF DIRECTORS: The Board of Directors consists of 5 members. The General Assembly shall choose the President and the other 3 members. The President will choose the secretary either within from the members or outside of the members. The Board will be on duty for 2 years. The president of the Board of Directors shall be represented by a different country representative each term. If there are no candidates from different countries, then the same country representative can be chosen as president again. 2 substitute members should also be determined at the Board of Directors elections. In case one of the original members does not continue its duties in the board, then the substitute members will be called for duty in order.

- 6.3. All notifications and correspondence under this Main Platform Agreement or the specific agreement shall be sent to the all representatives in General Assembly via e-mail.
- 6.4. Each Party shall notify the Platform Board of Directors in 15 days period in writing (with e-mail) of any changes concerning its designated representative.
- 6.5. The Board of Directors should hold an online meeting at least twice a year when it is necessary. The decisions shall be communicated with other platform members online.
- 6.6. The Board of Directors hold meetings with majority of its members. The Board of Directors take any decisions with the majority of the quorum. If there is equality between the votes, then the President's vote is counted as two and the decision is taken accordingly.

7. PLATFORM MEMBERSHIP

There are 2 ways to become a member of Balkan Anesthesia Platform:

- 7.1. Full Membership: Any main specialty Societies/Associations active in Anesthesiology, and Reanimation in Balkan countries and who are not founding members, should apply to the Platform Board of Directors with a written request



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for membership. The Board of Directors decide whether the application is compatible with the Main Platform Agreement. The Board of Directors should notify all of the representative of member countries of the general assembly in writing about the applications. If there are no objections for the membership application and in any event after 30 days period, the affiliation process starts. A maximum of two Societies/Associations from each country take part as full members. The full member is determined by the board of directors of the association. For more than two Societies/Associations in the member country, when the presidency term comes the countries Societies/Associations of the same country can be in rotation. In case of an increase in the number of associations in the member countries, the number of full members can be increased

7.2. Associate Membership: Any anesthesia speciality Societies/Associations active in Anesthesiology and Reanimation other than the main society in Balkan countries can apply to the Platform Board of Directors with a written request for Associate Membership. The Board of Directors decide whether the application is compatible with the Main Platform Agreement. The Board of Directors should notify all of the representative of member countries of the general assembly in writing about the applications. If there are no objections for the membership application and in any event after 30 days period, the affiliation process starts. The assistant members do not have voting rights in general assembly.

8. OBLIGATIONS OF THE MEMBER SOCIETIES

8.1. The Parties shall consult each other to establish together annual reports detailing the work carried out under this Main Agreement and results obtained.

8.2. All activities conducted pursuant to this Main Platform Agreement or the specific agreement shall be subject to the availability of funds, personnel and

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protection of such IP by itself, in its own name and through its own means. For this end, Parties undertake to sign an Assignment Agreement particular to the IP concerned.

9.5. In case the IP created in and for the performance of this Main Platform Agreement cannot be clearly or reasonably separated between the Parties, or if the Parties have mutually contributed to the creation of the IP, or if it is evident that the IP created by the Parties have merged to such an extent that different parts cannot exist independently of the other, then such shall be considered as a jointly-owned IP.

9.6. Neither Party can dispose of, license, assign, or transfer such jointly-owned IP to third parties without the prior written consent of the other Party in the absence of a particular joint-ownership agreement

9.7. In case the collaboration performed under this Main Platform Agreement leads to the creation of results in the form of scientific, technical or academic publications, conference proceedings, reports, and similar written work authored through the involvement of the Personnel of both Parties, including external scientific experts, the Parties undertake to respect each other's rights, moral or economic, and to duly acknowledge and reference the authors and contributors.

9.8. Neither Party can publish, disseminate, make publicly available, or disclose to a third party any result of the cooperation without prior written consent of the other Party on the manner, timing and contents of such disclosure. Consent for the foregoing may not be unreasonably withheld.

9.9. The provisions of this Article shall remain valid and legally enforceable for a period of five years from the date of termination or expiry of this Main Platform Agreement. After the five year period, the provisions of this Article shall remain valid and legally enforceable for as long as a valid intellectual property right protects the results of the cooperation or if the period has been extended by a separate agreement.

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Sanku H. Jungsanti Jansen⁸ J. M. Keshu R. W.

10. Applicable Law and Settlement of Disputes.

10.1. Parties shall seek to settle any dispute, controversy or claim arising out of or in connection with this Platform Agreement through amicable negotiations by creating a mediation council from other 3 member country representatives . If the Parties fail to settle their differences through mediation process, then any dispute will be subject to international arbitration rules.

11. Entry Into Force and Duration

11.1. This Platform Agreement shall enter into force on the date of its signature by the last party. This Platform Agreement may be amended only by written agreement signed by the duly authorised representatives of Parties.

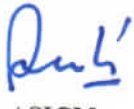
11.2. Any platform member can terminate its membership at any time after three months of written notice to the Platform Board of Directors.

11.3. The General Assembly can always decide with a unanimous decision to liquidate this Platform, which was founded for an indefinite period.

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BALKAN ANESTHESIA PLATFORM ESTABLISHMENT PROTOCOL

This Establishment Protocol of Balkan Anesthesia Platform has been signed by the representatives of the participant countries at Opening Ceremony of the 56th Congress of the Turkish Society of Anesthesiology and Reanimation "TARK-2022" on 3 November 2022.



ASICM

Albanian Society of
Intensive Care Medicine
ALBANIA



UAIRSS

Association of Anesthesiologists
and Reanimathologists of
Republic of Srpska
BOSNIA AND HERZEGOVINA



UDMAR

Association of Anesthesiologists
of Federation of
Bosnia - Herzegovina
BOSNIA AND HERZEGOVINA

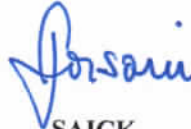
BSA

Bulgarian Society of the
Anaesthesiology and
Intensive Care
BULGARIA



HDARIM

Croatian Society of Anaesthesiology,
Reanimatology and
Intensive Medicine
CROATIA



SAICK

Society for Anaesthesiology and
Intensive Care of Kosovo
KOSOVO



MSA

Macedonian Society of
Anesthesiologists &
Intensive Care Medicine
NORTH MACEDONIA



MSA

Macedonian Society of
Anesthesiologists &
Intensive Care Medicine
NORTH MACEDONIA



MSAIC

Montenegrin Society of
Anesthesiology and
Intensive Care
MONTENEGRO

SAAI (UAIS)
Serbian Association of
Anaesthologists and
Intensivists
SERBIA



ARUD
Anesthesiology and
Reanimation
Specialists' Society
TÜRKİYE



TARD

Turkish Society of
Anaesthesiology and
Reanimation
TÜRKİYE