



CAS BOARD OF DIRECTORS POLICIES

November 22, 2014

Approved: December 2, 2012
Revised: November 22, 2014

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1 INTRODUCTION AND BOARD ORIENTATION

1.1 Policy Manual and Bylaws

This policy manual was developed and approved by the Board of Directors. The CAS Bylaws are the governing document of the organization and shall supersede any duplication covered in these policies.

1.2 Board Orientation

The Board of Directors shall have an orientation annually. The documents shall include: Bylaws, Board policies, annual budget, and a certification of insurance.

2 COMMITTEES AND BOARD OF DIRECTORS

2.1 Board Attendance

Board members shall attend all meetings. With the exception of the ACUDA President and Resident Representative, members unable to attend in person or by teleconference are not allowed to send a delegate in their place. They can designate another Board member to present on their behalf. If a designate is not selected, the President presents the report.

2.2 Voting

A member of the Board shall be entitled to vote in person or by means of a telephonic communication. Voting by proxy by electronic communication is not permitted.

2.3 Divisional Forum

The Divisional Forum shall meet in conjunction with meetings of the Board of Directors to discuss the business and affairs of the Society's Divisions and shall report to the Board. It shall consist of the Divisional Representatives on the Board of Directors and at least one member of the Executive Committee. If unable to attend in person, members are allowed to send a delegate in their place. The President of the Society shall be the Chair of the Divisional Forum.

Expenses for attendance solely at the Divisional Forum shall not be reimbursed. Board members attending the Division Forum prior to the Board meeting shall be reimbursed according to that policy.

2.4 Committee Chair Appointments

All Committee Chairs shall be appointed by the Executive Committee on behalf of the Board of Directors and shall report to the Board of Directors.

- Committee Chairs shall be appointed after consultation with the respective Committee members.

All Committee Chairs shall be members in good standing of the Society.

- Appointments shall normally be for a three-year term, subject to annual review. Chairs may be asked to serve additional one-year terms. The President shall report all appointments and extensions of Committee Chairs to the Board of Directors.

2.5 Committee Member Appointments

All Committee members shall be appointed by the President on behalf of the Board of Directors.

- Members of Committees shall be appointed after consultation with the respective Committee Chairs and the Executive Committee.

All members shall normally be members in good standing of the Society. Committee Chairs may recommend non-members of the Society to sit on Committees as required, subject to appointment by the President after consultation with the Executive Committee.

- Appointments shall normally be for a three-year term, subject to annual review. Members may be asked to serve additional one-year terms.
- The past Chair may serve one further year, if required.
- The bilingual nature of the Society should be reflected in Committee membership.
- Committee members should represent the four regions of Canada: Western, Ontario, Quebec and Atlantic, unless otherwise specified.
- Resident members shall be appointed to each Committee by the President when appropriate.
- The President shall report all appointments and extensions of Committee members to the Committees.

2.6 Task Force Appointments

The President may appoint a task force or working group from time to time to address issues that are not otherwise covered by a committee. The task force may be comprised of Board members, members in good standing of the Society or non-members. Their terms shall be limited in scope and end with the conclusion of the research, communication, program or other outcome determined by the President.

2.7 Position Descriptions

Board - General

- 1 Attend and actively participate in all Board meetings.
- 2 Represent your members' views fairly, honestly and accurately.
- 3 Actively engage in Society business.
- 4 Understand all information provided to ensure that you are able to make informed decisions.

Role-specific - Officers

- 1 Assume the leadership role to which you have been elected.
- 2 Lead the Board in the long-term planning of the organization.
- 3 Communicate regularly with members and encourage them to provide opinions and observations.
- 4 Be prepared to act as a spokesperson for the Society, when required.
- 5 Ensure the financial stability of the organization.
- 6 Support the Executive Director in the management of the Society office and its staff.

President

- 1 Chair all meetings of the Board.
- 2 Lead the Board in all facets of the governance of the Society.
- 3 Maintain perspective on the strategic direction of the Society.
- 4 Maintain a close working relationship with the Executive Director.

- 5 Be supportive to new Board members.
- 6 Direct the Board in discussions and debates.
- 7 Be prepared to represent the Society at all times.
- 8 Act as a signing officer for the Society.

Vice President

- 1 Fill in for the President when not available.
- 2 Assist with welcoming and training new Board members.
- 3 Maintain a close working relationship with the Executive Director.
- 4 Be prepared to represent the Society in the absence of the President.
- 5 Act as a signing officer for the Society.

Secretary

- 1 Be aware of all aspects of the Society's governance.
- 2 Direct the Board in discussions and debates.
- 3 Maintain a close working relationship with the Executive Director and officially oversee the executive office operations.
- 4 Be responsible for all Society communication including minutes of meetings.
- 5 Ensure Board structure is responsive and effective.
- 6 Be responsible for the Annual Business Meeting (ABM).
- 7 Act as a signing officer for the Society.

Treasurer

- 1 Be aware of all aspects of Society finances.
- 2 Maintain a relationship with the Society's auditing firm.
- 3 Oversee the investment of Society funds.
- 4 Maintain a close relationship with the Executive Director and the Accountant.
- 5 Chair the CAS Finance Committee and report to the Board and the members at the ABM.
- 6 Be responsible for the Society budget.
- 7 Act as a signing officer for the Society.

Past President (Ex officio):

- 1 Provides historical perspective.
- 2 Provides continuity in strategic discussions.
- 3 Chairs the Nominations Committee.

Role-specific - Divisional Representatives

- 1 Act as the liaison between your Division and the Society and be informed of all Divisional issues.
- 2 Communicate with the Society's members within your Division.
- 3 Act as the Board liaison by serving on at least one of the Society's standing committees.
- 4 Provide information regularly to the Society, through its Board.
- 5 Provide information regularly to the members by way of the Society Newsletter, attending Divisional meetings and by other means of communication, i.e., telephone, e-mail and mail.

Each Divisional Representative is also expected to advise their Division's Executive of the CAS Board of Directors' schedule of meetings and to ensure that Divisional reports to the Board are submitted by the specified deadlines.

It is the incumbent's responsibility to ensure continuity of representation from your Division. By February 1st of the second year of the 2-year term, you must inform the Society of a nominated successor or your nomination to continue.

Role-specific - Resident Representative

- 1 Act as the liaison between Resident members and the Society.
- 2 Provide recommendations to the Society for Resident representation on the Society's standing committees.
- 3 Provide information regularly to the Society, through its Board.
- 4 Provide information regularly to Resident members by way of the Society Newsletter, attending Resident meetings and by other means of communication, i.e., telephone, email and mail.
- 5 Provide recommendations to the Membership Services Committee for nominations for the Clinical Teacher Award.

The Resident Representative is also expected to advise the Residents' Section Executive of the CAS Board of Directors' schedule of meetings and ensure that reports to the Board are submitted by the specified deadlines. An alternate representative shall be elected at the time of the Resident Representative and shall be invited to Board meetings, without entitlement to vote, in the absence of the Resident Representative.

It is the incumbent's responsibility to ensure continuity of representation from the Residents' Section. At the end of the one-year term, you must inform the Society of a successor or your continuation.

Role-specific - ACUDA President

- 1 Act as the liaison between ACUDA and the Society.
- 2 Communicate with the ACUDA contacts whenever necessary.
- 3 Act as the Board liaison by serving on at least one of the Society's standing committees.
- 4 Provide information regularly to the Society, through its Board.
- 5 Provide information regularly to the members by way of the Society Newsletter, attending meetings and by other means of communication, i.e., telephone, email and mail.
- 6 Be aware of any candidates for Senior Membership in your organization.
- 7 Advise ACUDA Executive of the CAS Board of Directors' schedule of meetings and ensure that ACUDA reports to the Board are submitted by the specified deadlines.

The Vice President of ACUDA may attend Board meetings as the alternate representative of ACUDA without entitlement to vote.

Finance Committee

- 1 Oversee investments and meet with the designated CAS investment advisor.
- 2 Set credit card limits.
- 3 Overall financial management of the Society, including oversight of the *Canadian Journal of Anesthesia* and Annual Meeting finances.

2.8 Conflict of Interest

Refer to [Appendix A](#).

All officers, other Directors, and members of committees, except as members of the CJA editorial Board, shall serve without compensation other than reimbursement for reasonable expenses as authorized by the Board. As so limited, the Board may adopt one or more conflict-of-interest policies applicable to Directors, officers, employees, and others dealing with the Society, and covered persons shall make such disclosures as may be required. All Directors shall submit a conflict of interest disclosure form annually. If a conflict is implicated by a decision or transaction under contemplation by the Society, the affected person shall, in addition to disclosing all material information regarding that conflict, recuse himself or herself from consideration of the relevant decision or transaction.

The CAS expects Board members, Committee Chairs and Committee members to make decisions for the benefit of the CAS that are free from undue influence; they are required to avoid any conflict of interest.

A conflict of interest occurs when, in the course of his or her work on behalf of the CAS, an individual is required to deal with any matter in which s/he has a direct or indirect personal interest, whether or not the individual acts or intends to act in a way which is inconsistent with the interests of the CAS.

A direct personal interest is an interest through which the individual may derive an economic benefit or avoid an economic loss. For example, participating in the negotiation or settlement of a contract on behalf of the CAS from which an individual may derive a personal, financial or other benefit.

An indirect personal interest arises where the potential economic benefit, or avoidance of economic loss, would be experienced by another person or corporation having a financial or personal relationship with the individual.

Whether real or perceived, the perception of a conflict of interest is as important as whether or not such conflict actually exists. Such perceptions adversely affect relationships within and outside the Society.

In all situations, where an individual's personal or business activities and interests may be perceived to be in conflict with those of the CAS, the individual is required to immediately disclose the potential conflict of interest. It is important to make the disclosure when the conflict first becomes known. If the individual does not become aware of the conflict until after a matter is concluded, nevertheless s/he must still make the disclosure immediately.

If the individual is not sure whether some intended activity falls within these guidelines, s/he must discuss the situation with the Executive Committee and/or Executive Director. Upon receiving disclosure of a conflict of interest, the Executive Committee/Executive Director will take whatever reasonable steps are required under the circumstances, to ensure the individual is not required to deal with the matter giving rise to the conflict of interest. Please note that a conflict of interest usually arises without any wrongdoing or improper conduct on the part of the individual. Therefore, individuals will not be treated adversely for making prompt and full disclosure of the circumstances.

2.9 Confidentiality of Information

Board members and volunteers are expected to keep information confidential and will not, during his/her term or any time after the end of his/her term, disclose to any person or organization, any financial or business knowledge which a Board member/volunteer may have acquired during their term.

Confidential proprietary information pertaining to finances, pending proposals / contracts, unannounced services, research results, member and prospect lists, computer programs, private business activities, plans and strategies of the CAS are all considered privileged.

Disclosure or use of such information for personal advantage or private speculation is not permitted. Safeguarding of such information is a high priority responsibility of all Board members and volunteers, as is respecting any proprietary or copyright conditions that may exist.

2.10 Budget Development

Each Committee Chair is required to review those budget accounts for which they are responsible and understand the committee expenses in the larger picture of the Society.

Initial budget figures for the remainder of the current year and the following year are assembled during August and September by the Executive Director and relevant staff with numerous consultations amongst parties connected to the Revenue and Expense categories. The process is coordinated by the Controller who prepares the first draft, which is subsequently amended and updated together with the Executive Director and outside Finance Consultant.

Copies of this updated draft are sent to the Treasurer by early October for his/her initial review and input, followed by a conference call to discuss proposed changes. The revised draft is prepared and then circulated amongst the Executive Committee for their initial review and input by mid-October.

This draft is discussed with the entire Executive Committee via conference call, led by the Executive Director with the Controller and Finance Consultant present. Any further concerns are addressed and resulting changes agreed upon by all, with the final draft prepared afterwards for circulation to the entire Board in late October. This version is then formally presented at the Board Meeting in early November for final discussion and approval.

2.11 Decision Matrix

Within CAS, the Board of Directors has the ultimate authority, responsibility and accountability for decisions and actions that are made or not made. However, as the affairs of CAS cannot be efficiently managed in that manner, the Board of Directors may delegate their authority and responsibility to others.

For the organization to work smoothly, it is essential that each involved person within the organization understand where the authority, responsibility and accountability for various functions and decisions lie. It is also essential that all involved members of the organization have a clear understanding of who in the organization must be consulted before a decision is made and who should be informed of a decision when it has been made.

Each type of decision that should be made by the Board of Directors or the contracted staff and for which the decision-making relationships need to be established should be listed on the worksheet under "Description of Decision". Then the role of each of these elements of the organization should be noted in the appropriate column with the appropriate letter code.

Definition of Decision-making Roles:

A. Decision Maker

The person or group within the organization with the authority and responsibility to make the decision. This person or group may seek advice or receive recommendations from others and need to advise others once the decision is made.

B. Make Recommendation to Decision Maker

The person or group within the organization responsible for making a recommendation to the decision maker. This person or group may use other sources within the organization to study and develop the recommendation and may seek advice from other segments of the organization.

C. Must be Advised

The person or group within the organization that must be advised about a decision that has been made. If the decision is to be disseminated publicly or to the organization, or both, such person or segment of the organization is to be advised beforehand.

CAS Decision-making Matrix

	A – Make decision	B – Recommend decision to decision maker	C – Informed/advised of decision		
Description of Decision	Board of Directors	President	Executive Committee	Treasurer	Staff
Hiring & managing staff					
1. Hire Executive Director	C		A		
2. Evaluate ED	C		A		
3. Hire permanent Staff			C		A (ED)
4. Evaluate Staff			C		A (ED)
5. Hire temp/agency Staff					B A(ED)
Hiring contractors					
1. Evaluating services	C		A		B
2. Hire contractors as needed	C		A		B A(ED)
3. Selection of or change in strategic alliances, partnerships	A		B		B
Budget/Fiscal Control					
1. Annual Operating Budget	A			B	B
2. Approve quarterly and annual financial statements	A			B	
3. Set registration fees	A				B
4. Approve expenses >\$2,500		A		A	B
5. Hire auditing firm	A				B
Organization					
1. Board agenda	C	A			B
2. Business plan, operations	C	A			B
3. Bylaw changes	A		B		B
4. Changes in names and logos	A				B
Conference and Programs					
1. Site selection	A				B
2. Educational programs – content, format, timing	A				B w/ Program Committee
3. New programs			A		B

3 FINANCIAL

3.1 Association Credit Card Policy

Corporate credit cards may be used for business purposes only. Corporate credit cards are not to be used for personal use. Non-business items should be purchased with a personal credit card. Each card holder is ultimately responsible for submitting receipts for all charges they have incurred.

The following policy is in effect regarding the acquisition and use of business credit cards for the association. The following are eligible to obtain individual credit cards in the name of the CAS – President, Executive Director and Operations Manager.

The Society has an established combined credit limit appropriate to the needs of the Society. Each card holder will be responsible to ensure the safekeeping of their card. The following guidelines shall be followed.

Guidelines and authorized uses of the credit card:

- Purchase of goods or services where direct billing is not available
- Reserving hotel rooms for Society business
- Paying for hotel lodging and expenses while on Society business
- The card shall not be used to circumvent the required cheque- signing procedure.

It shall be the policy of the Society to pay the credit card each month as it comes due as not to incur late fees. Receipts shall be attached to the monthly statement and reconciled. All credit card statements shall be approved by the Treasurer/Secretary, regardless of amount.

3.2 Audit

An audit of the CAS financials shall be conducted annually. Proposals for the audit shall be requested every six years for a six-year time period from at least three potential auditors. The recommendations resulting from the review of proposals shall be distributed to the CAS Board of Directors for a final selection of the auditor.

3.3 Cheque Signing Policy

The Authorized Signing Officers of the Society shall be the President, Vice President, Secretary, Treasurer, and Executive Director; any two of them may exercise Signing Authority on behalf of the Society and may, from time to time, delegate authority in writing to one or more delegates to do any or all of the actions described in the definition of Signing Authority. Signers may sign cheques payable to themselves after they have been appropriately authorized.

3.4 Investment Policy

CAS investment funds are managed according to the following investment policy of the Society.

1. The CAS will maintain investment reserves (Net Assets) to handle any and all financial responsibilities of the Society.
2. Investments held should be a minimum of 50% of budgeted membership dues, plus the cash requirements for the 1st quarter of the following fiscal period. These investments will be held in low-risk investment vehicles.
3. Investments will be held primarily in medium- to long-term instruments; however shorter-term vehicles will be required to cover shorter-term obligations. An

investment advisor, who administers the invested funds, will be nominated by the Finance Committee and ratified by the CAS Board.

4. The investment advisor will communicate through the Executive Director and Treasurer of the CAS.
5. The Finance Committee will review the performance of the invested funds on an annual basis and report its findings to the CAS Board.
6. Congress Funds – This one-time allocation will be invested in low-risk long-term investments as recommended by the investment advisor. The value of the capital is to be maintained and protected. Interest earned will be transferred to the Operating funds.
7. Operating funds: Society income is primarily collected during the December/January and April/May timeframes, and thus excess amounts during these periods are to be invested in cashable GICs and redeemed as required throughout the year.
8. This policy will be reviewed by the Finance Committee annually.

3.5 Reports to Treasurer and Board

On a monthly basis, the CAS Treasurer shall receive reports (by the end of the following month) including balance sheet, P&L, details of revenue and expenses. The most recent monthly financial statements shall be approved by the Board of Directors at their scheduled meetings.

3.6 Expense Reimbursement Policies

President

The President and his/her spouse will be reimbursed for travel expenses when attending all Divisional, affiliate societies or other association meetings, unless expenses are covered by the meeting sponsor. The President shall be entitled to business class airfare on trans-oceanic flights.

[**Note** that reimbursements for spouses travel is considered a taxable benefit to the President and thus a T4/T4A will be issued for this benefit.]

Board Meetings

Board members and invited guests will be reimbursed for travel expenses and will receive a *per diem* as required when attending Board and Executive meetings.

Board members and invited guests are urged to book early, to consider alternate airlines and to take advantage of seat sales in order to locate best available price. Reimbursement is economy class fare up to a maximum of \$1,000 CAD.

The *per diem* shall be set by the Finance Committee, with the Treasurer empowered to allow a higher amount if necessary to accommodate higher hotel rates. The *per diem* amount is expected to cover hotel charges, related parking and meals when an overnight stay is required.

Expense forms are provided to Board members on-site. All expense claims must be accompanied by receipts and proof of payment, except for mileage.

Committee Meetings

CAS Representatives will be reimbursed for travel expenses when attending Committee meetings on behalf of the Society outside of the Annual Meeting. Prior approval by the Executive will be required for such expenses.

They will receive a *per diem* as required to cover hotel charges, related parking and meals when an overnight stay is required. Reimbursement is economy class fare up to a maximum of \$1,000 CAD.

CJA Editorial Board

The Board meets only at the time of the Annual Meeting. Board Members will be reimbursed for travel expenses and will receive a *per diem* as required to cover hotel charges, related parking and meals when an overnight stay is necessary. Reimbursement is economy class fare up to a maximum of \$1,000 CAD.

Other Meetings

CAS Representatives will be reimbursed for travel expenses when attending meetings on behalf of the Society when not covered by the Board and Executive allowances. Prior approval by the Executive will be required for such expenses.

Staff

Society staff, travelling on behalf of the Society, will be reimbursed for all reasonable expenses incurred.

Submitting an Expense Claim

It will be the responsibility of individuals travelling on behalf of the Society to reserve hotel and airline accommodations. If travel is by car, mileage at a standard rate per km. (to be determined by the Executive Committee) should not exceed the best price of the equivalent charge for an airline ticket. All travel expenses including parking will be paid by the individual and then submitted to the Society office for reimbursement. All expense claims must be supported by receipts and proof of payment and submitted within reasonable time. Claims can only be processed if they are received no later than January 31st following the fiscal year end (December 31st) of the year in which the expenses were incurred.

3.7 PCI Compliance

Refer to [Appendix B](#).

4 MEMBERSHIP

4.1 Member Status

Membership dues cover a period of one calendar year from January 1 to December 31. A member will be considered to be in good standing if the appropriate membership dues have been paid in full and the member has provided all applicable membership documents.

Grace Period

Members who fall under any of the official membership classifications as specified in the CAS Bylaws are extended a 90-day grace period following the end of the current membership year to renew their membership for the upcoming year. The grace period does not apply to complimentary member types including Anesthesiology Residents and FP Anesthesia Residents who have finished their residency and are no longer eligible to receive complimentary membership.

During this time, the member continues to receive many of the CAS membership benefits including access to the member portal on the CAS website, online and/or print CJA (depending on member type) as well as various communications from the CAS. However, the member is not entitled to member service that takes place after the end of the grace period, such as the Annual Meeting. A member who has not paid their

dues is not entitled to member registration rates for the Annual Meeting until they have paid their dues in full.

If payment is made before the end of the grace period, the membership status continues uninterrupted. If the member has not renewed by the time the grace period expired, membership status is changed to “suspended” for one year and then “inactive” after that.

4.2 Complimentary Membership

As part of its commitment to provide CAS membership to all medical practitioners registered in a Canadian program leading to certification as an Anesthesiologist, the CAS provides complimentary membership in the Society to all Anesthesia Residents in Year 1 through Year 5. Complimentary membership is also granted to FP Anesthesia Residents while they complete their residency.

4.3 Sections

Special interest groups shall be referred to as Sections of the Canadian Anesthesiologists' Society (CAS). The Society shall encourage the formation of such Sections where sufficient interest exists. No less than 20 CAS members requesting permission to form a Section shall make a written submission to the Secretary who shall refer the application to the Board of Directors. The Society shall have the right to disband any Section or refuse any group not complying or willing to comply with these guidelines.

Sections shall be established only after approval by the Board of Directors.

- Specific criteria for membership shall be established to reflect the needs of the Section.

The purpose of Sections shall be to foster the education and interest of members. Sections may be asked by the Society to give an opinion on matters related to their special interest.

Activities of Sections shall be approved in advance by the Society.

All Sections should be self-financing. Internal accounting shall be established for each Section individually, at the discretion of the Executive Director.

- Section membership fees shall be collected by the CAS and receipts issued. These dues are identified separately to those received from an Annual Meeting event.
- Costs incurred at Annual Meeting events (e.g., AV equipment, speakers, food, room rental, etc.) will be borne by the Sections.

Sections shall be encouraged to meet at the Annual Meeting of the Society.

Section Chairs are invited to write an annual Section update in *Anesthesia News*.

Members of Sections shall be members of the Society and each Section shall be governed by the Society's Bylaws.

Each Section shall have an Executive elected by the voting members attending the annual meeting of the Section, consisting of the Chair, Vice-chair and Secretary/Treasurer.

- Sections shall be encouraged to rotate their Executive on a regular basis but not necessarily on an annual basis and such information will be advised to the Society accordingly. The Chair of each Section should ensure appropriate liaison with the Society and its committees as necessary.

Each Section shall submit an annual written report of the previous year for the CAS Annual Report. The CAS charges Sections \$3 per member for a processing fee and

\$405 per Section for an administrative fee. This allocation is done at the end of the year.

The costs incurred by the CAS in providing administrative assistance to the Sections will be borne by the Sections. The Executive Director shall recommend an appropriate schedule of costs to the CAS Executive.

4.4 Divisions

A Division may request that the Society collect an annual Divisional assessment from its membership. This request shall be forwarded to the CAS office prior to September 15 for inclusion in the following year's renewal notices.

Statements of annual fees shall contain provision for statement of Divisional assessments, where requested. Monies collected for the Divisions shall be remitted to the Divisions by the Society on a semi-annual basis.

The Society may charge an administrative fee for collecting a Divisional assessment, to be approved by the Board.

Failure to pay Divisional assessments with payment of the Society's annual fees, when paid by cheque, shall not exclude a member from the privileges of the Society.

5 COMMUNICATION/PUBLICATIONS

5.1 Privacy Policy

Refer to [Appendix C](#).

5.2 Society Spokesperson

The President shall be the official spokesperson for the Society. In his/her absence, the Vice President shall be the spokesperson.

5.3 Use of Logo

The CAS logo is the mark of the organization and should only be used for official business and with prior authorization from staff or the Board of Directors or Executive Committee. The CAS logo is trademarked as is the official mark of the organization.

5.4 Social Media for Organizational Use

Purpose

The purpose of creating social media accounts is to raise awareness of anesthesiology in Canada as well as serve as an information source for CAS members.

Choosing which social media network to join

- Recommended by the Website Chair, approved by the Executive Committee

Who has access/should have access

- President and staff
- Content/template must be approved by the ED

When we post the messages/schedule

- Items should tie in with "What's New" on the CAS website
- Items of note should be of interest to CAS members

Who we are targeting

- CAS members
- General public with an interest in anesthesia

Following/friending/making recommendations

- We will only follow/friend or recommend news items/organizations of interest to CAS members.

5.5 Website Use Policy

Refer to [Appendix D](#).

5.6 Broadcast Email Policy

Broadcast Email is the primary means of communication with CAS members.

Who creates broadcast emails

- Email content is coordinated by the CAS managers. Established items are scheduled at different times of the year. New items must be discussed with the Executive Director prior to creation.

Approval

- The email must be approved by the Manager and Executive Director.

When do we send out emails

- Scheduling of emails is decided by the management team. As a rule, CAS does not send out multiple messages within a week, as care is taken to avoid reader fatigue.

Consent

- Consent is implied when the member gives CAS their email address. If members choose to opt out of emails, the primary method of contact is physical mail.

Who adds/deletes email addresses

- Operations staff

What is acceptable to post

- News updates: CPD Online, Anesthesia News
- Notification of surveys/requests for information
- Promotion of CAS programs and services

What isn't acceptable to post

- Solicitations for business
- Biased, impartial content
- Third-party emails irrelevant to member needs

5.7 Survey Policy

Obtaining timely information and feedback from CAS membership to better inform CAS programs and activities and support clinical practice, research and education in anesthesia is an important mandate of the CAS.

The CAS will circulate survey it is has developed for its members. As well surveys from related organizations or in conjunction with members' research projects may also be circulated upon approval by the CAS Executive Committee.

5.8 Copyright

All Rights Reserved.

Duplication for educational purposes is permitted. Obtain written permission to duplicate for any other purposes by faxing the request, or sending an email message to the Canadian Anesthesiologists' Society. Any permitted use should acknowledge the Canadian Anesthesiologists' Society as the source. Unauthorized duplication is prohibited.

APPENDICES

Appendix A – Conflict of Interest Policy

Purpose

The purpose of the conflict of interest policy is to protect the interest of CAS when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director or the Society or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable provincial/territorial and federal laws governing conflict of interest applicable to non-profit and charitable organizations.

Definitions

1. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Society has a transaction or arrangement,
- b. A compensation arrangement with the Society or with any entity or individual with which the Society has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Society is negotiating a transaction arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. For example, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Procedures

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

- c. After exercising due diligence, the governing board or committee shall determine whether the Society can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Society's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Records of Proceedings

The minutes of the governing board and all committees with board-delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, and any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Compensation

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Society for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Society for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Society, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Annual Statements

Each director, principal officer and member of a committee with governing board-delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflict of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Society is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Periodic Reviews

To ensure the Society operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Society's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Use of Outside Experts

When conducting the periodic reviews, the Society may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.



CANADIAN ANESTHESIOLOGISTS' SOCIETY

Board of Directors Conflict of Interest Statement

In accordance with the Conflict of Interest Policy of Canadian Anesthesiologists' Society (CAS) (the "Policy"), I hereby affirm that:

1. I have received a copy of the Policy.
2. I have read and understand the Policy.
3. I agree to comply with the terms of the Policy.
4. To my present knowledge neither I nor any member of my immediate family is a director, trustee, officer, shareholder, partner, member, owner, employee or agent of any business or organization with which CAS or any of its subsidiaries has, or in the foreseeable future probably would have, a transaction, contract or other relationship that may give rise to a conflict of interest on my part or the part of a member of my immediate family, except as follows:
 - If there is none, write "**None**" below.
 - Otherwise, list each applicable business or organization and the office or relationship of you or any member of your immediate family.

I agree to report to the Secretary of CAS any changes in my response above as changes in my circumstances occur.

Signature

Date

Printed Name

Title / Position

Appendix B – PCI Compliance

The Canadian Anesthesiologists' Society (CAS) considers protecting credit card information of its members and customers a high priority responsibility; to this end, the CAS is certified to be compliant with the Payment Card Industry Data Security Standards (PCI-DSS).

PCI-DSS is a worldwide security standard assembled by the Payment Card Industry Security Standards Council (PCI SSC). PCI-DSS compliancy (PCI) came into effect July 1, 2010 requiring all merchants to meet conditions set out by the credit card institutions to protect customer credit card information.

PCI includes technical and operational requirements for security management, policies, procedures, network architecture, software design and other critical protective measures to prevent credit card fraud, hacking and various other security vulnerabilities and threats. The standards apply to all organizations that process credit card payments. Failure to meet compliance standards can result in fines from credit card companies and banks and even suspension of its merchant account and thus effectively withdrawing the right to receive credit card payments.

As PCI certified, the CAS is committed to maintaining appropriate safeguards and adequate physical, procedural and technical security with respect to our offices and information storage facilities so as to prevent any unauthorized access or use of credit card information.

This policy applies to all employees: full-time and part-time, temporary and permanent, agency and personnel as well as contractors and consultants who use CAS network components. Relevant sections of this policy apply to off-site contractors and consultants, and business partners and vendors providing third-party services.

The following are the components of the CAS PCI Compliance Policy:

Secure Network

The CAS is committed to building and maintaining a secure network. The office networks are protected behind a firewall and effective security measures are in place. The web servers are also protected by firewalls that are regularly updated when new patches and fixes are released.

Any new component added to the CAS network must be integrated into the network behind the secure firewalls.

Vulnerability Management Program

As part of its PCI Compliance Plan, the CAS maintains a Vulnerability Management Program that ensures that all network components are up-to-date.

- Regularly updating computer hardware, operating systems and software
- Anti-virus software is installed and kept up-to-date on all systems, including any computer/device connected to systems that process and/or transmit credit card transactions
- Regularly running virus scans on system components.

Monitor and Test Networks

The CAS performs regular monitoring and testing of its networks:

- Server scans, through a security testing and auditing service, are conducted quarterly and fixes/upgrades are implemented as a result
- Penetration testing, through an independent security penetration testing service, is performed annually.

Information Security Policy

The CAS maintains an Information Security Policy that is comprised of the following policies and all related processes, systems and procedures including information bulletins and occasional updates.

- Confidentiality of Information Policy
- Privacy Policy
- PCI Compliance Policy, as herein.

Ignorance does not relieve liability, and it is thus the responsibility of each individual/party to know and understand their responsibilities with regards to cardholder data.

Procedures are established for safeguarding cardholder information and securing storage of data. This pertains to ALL transactions initiated via the telephone, over the counter, by mail, by fax or online, etc.

Suspected compromise or theft of credit card data must be immediately reported to the Executive Director who in turn must investigate and report to the CAS Executive Committee.

Cardholder Data

The CAS is committed to protecting cardholder data; safeguards include physical protection by the use of locked cabinets and technological measures by way of secure access and encryption.

Employees shall not disclose or acquire any information concerning a cardholder's account without the cardholder's consent.

Any proposal for a new process (electronic or paper) related to the storage, transmission or processing of credit card data must be brought to the attention of and be approved by the Executive Director.

Electronic Data

Full credit card data is not stored on CAS servers whether full or encrypted. Credit card numbers, expiry dates, service codes and cardholder name information will not be stored in the CAS customer management database or any other component of the CAS servers. Once a transaction is completed, electronic information is purged whether the payment is done online or in-house. Only the last four digits of the credit card and the authorization number are stored electronically for reconciliation purposes.

When a member/customer makes a payment on the CAS website, cardholder information is sent across the Internet to be authorized by financial institutions, and then back to the CAS servers for processing. During that transmission, cardholder data is also protected by Secure Socket Layer (SSL) Server Certificate – the industry standard with at least 128-bit encryption. All information is collected within a secure page and is encrypted while being transmitted to the CAS secure server.

- It is prohibited to electronically store such sensitive cardholder data [i.e., full account number, expiration date, PIN, and card validation value] on any CAS system, personal computer, email account, portable electronic device including, but not limited to, laptop, flash drive, floppy disc [dated?], CD, PDA, and external or portable hard drive.
- Credit card numbers must not be transmitted in an insecure manner, such as by email, instant messaging, chat or any other end-user messaging technologies.
- Credit card information is not to be requested to be sent by email or other electronic communication.

- When asking for credit card information through an email request, it must be made clear to the member/customer, and expressly highlighted in that same email communication that the credit card information is **not** to be sent by reply email and specify the secure method of transmittal.
- Staff are instructed that, should an email with credit card information be received unsolicited, such emails are to be deleted upon receipt, from both the webmail account and the office account. The email is never to be replied to with the inclusion of the original email containing the cardholder data or forwarded by email or any other electronic means to any other staff or person. The sender is to be notified of the insecurity of this transmittal method and requested not to send such information to the CAS in that manner.

Hard Copies

The CAS receives paper forms containing cardholder data (full credit card numbers, expiry dates, service codes and cardholder name information) by fax, mail, over the phone and in person at the office or at off-site meeting venues.

- All paper documents containing such full cardholder data must be kept in locked drawers and cabinets with limited access to only individuals who have a business need to have access.
- When physically transporting credit card data, the information must be in a sealed envelope marked “Confidential” and sent by a delivery method that can be accurately tracked and trusted.
- Such paper documents are securely disposed of when no longer needed for reconciliation, business or legal purposes as per the Data Retention and Disposal schedule.
- The entire credit card number must not be printed on any CAS copy or member/customer copy of any receipt, statement or report.
- Although CAS does not have any credit card processing machines, if the need arises, all such machines must be programmed to print out only the last four characters of a credit card number.

Data Retention and Disposal

The CAS data retention and disposal policy includes the following limitations on storage of cardholder data: storage of cardholder data is kept to a minimum, and storage amount and retention time is limited to that which is required for business, legal, and/or regulatory purposes.

All paper documents containing cardholder information are stored securely with limited controlled access; once the audit is done, such hard copy forms are moved to a secure locked storage facility for a period of no less than ten (10) years or as legally required.

At the end of the retention period, hard copies are securely destroyed annually per the legal record retention period. Secured destruction must be via shredding in-house or with a third-party provider with certificate of disposal.

Access Control

The CAS implements strong access control measures to all systems; protecting information means that not everyone can access it.

CAS employees are authorized to access cardholder information based only on their need to deal with the information for the reason(s) for which it was obtained. In addition to restricting physical access to cardholder information, system access is also controlled.

Although no cardholder information is stored electronically on CAS servers, each employee is assigned a unique identification (user name) to access the information.

The CAS Operations Manager is responsible to authorize and direct and the CAS IT Contractor (Cytrex) is responsible for administering the control of log-in privileges, limiting software access to secure locations, and deleting access to software for terminated employees and those employees whose responsibilities have changed. Access to system components and cardholder data must be limited to those individuals whose jobs require specific access.

In addition, all CAS employees including those involved in processing credit card payments sign a statement that they have read, understood, and agree to adhere to the CAS PCI Compliance Policy.

Training

A staff security awareness program is in place to make all employees aware of the importance of protecting cardholder data; awareness about the protection of credit card data is achieved upon hiring and through training.

Staff orientation and ongoing training inform employees that any and all credit card information must be managed according to policy.

CAS employees are required to annually acknowledge in writing that they have read and understood the CAS PCI Compliance Policy, and that they will abide by it and all related processes, systems and procedures including information bulletins and occasional updates.

Annual Recertification

As part of its PCI Compliance Plan and to maintain its PCI Compliance certification, the CAS will:

- Contract a Qualified Security Assessor (QAS) on an annual basis.
- Complete a PCI Self Assessment Questionnaire (SAQ) on an annual basis with the assistance of the QAS. The SAQ is a validation tool that is used to demonstrate compliance to the PCI DSS.
- Procure the services of a third party to perform on an annual basis penetration testing on the servers holding the CAS member database.
- Schedule quarterly server scans and fix/upgrade according to the results; this is the responsibility of the CAS IT Contractor (Cytrex).
- Implement, maintain and update related policies.
- This policy shall be reviewed at least annually and updated as needed to reflect changes to business objectives or the risk environment.

Appendix C – Privacy Policy

By using this website and/or the CAS services, you acknowledge that you have read and understood this statement and consent to our collection, use and disclosure of your personal information as set out below.

For Members

Members' names and addresses will not be used by CAS for commercial purposes unless related to member benefits or sponsorship programs. As part of member benefits, we provide strategic partners with member lists in order to send information about member benefits. In addition, from time to time the Society will exchange its members' list with other anesthesia organizations, such as CAS Divisions, CAS Sections, ACUDA, CARF, CAS IEF, IARS, ASA, AAGBI, and the NY State Society of Anesthesiologists. If you do not wish to have your name and address provided to organizations such as these, please contact the Membership Coordinator by email at membership@cas.ca or fax at (416) 480-0320.

If you are a CAS Board or committee member, your name and address will be circulated to the Board and respective committees to facilitate the work of those groups. If you do not wish to supply your personal information, please contact the director by email at director@cas.ca or by fax at (416) 480-0320. In addition, Division, Section and Committee Chairs and, in some instances, Committee members will be provided shown on the CAS website. The same applies to affiliated organizations and foundations including ACUDA, CARF and CAS IEF.

For All CAS Website Visitors

The CAS (“we”, “our” or “us”) respects your right to privacy. Personal information is only collected to enable the Society to provide its members, subscribers and meeting registrants with the services to which they are entitled, and to provide general information to the public. It might also be collected to understand your needs and preferences so that we can develop and enhance our services.

When you voluntarily provide us with your personal information, you are consenting to our collection, use and disclosure of that information for the purposes identified at the time of collection, and as otherwise set out in this statement. If at any time, you decide you do not wish to receive communications from us or you no longer wish to receive our services, you may advise us by providing written notice to the Privacy Officer at director@cas.ca.

Personal information does not include your business/institution title, address, phone, fax number or email. Information contained in a publicly available directory is also not considered personal.

All personal information is protected within the CAS office and computer systems. Staff may only access information on a "need-to-know" basis and must conform to strict procedures for handling and storage. Third party vendors, such as computer support companies, cannot access the CAS network without prior approval and internal assistance for each session.

You have the right to ensure that any information the CAS maintains is correct and complete. Upon request, we will supply you with a copy of all personal information we have on record for you. If the information is incorrect, we will change it upon your written request to director@cas.ca.

Any financial transactions on the CAS website are conducted through a certified secure server and all related transmissions are encrypted.

In order to provide better service, we sometimes collect anonymous information from visits to this website, through cookies, to track site usage. We do not store personally identifiable information through these files. You can set your browser to notify you before you receive a cookie, giving you the option to accept it. You can also set your browser to turn off cookies. If you do so, however, some areas of the website may not function properly.

We only collect personal information about you that we consider necessary for achieving an identified purpose. We do not use or disclose your personal information for purposes other than those identified when we collect it, or as otherwise set out in this statement. We will obtain your consent if we want to use your personal information for purposes not identified at that time or in this statement.

We will not disclose your personal information other than with your consent, unless permitted or required by law under applicable privacy laws, or as set out above regarding third-party vendors.

We will retain your personal information only as long as required to fulfill the purposes we identified to you, unless a longer retention is permitted or required by law.

The privacy rules, security and content of any site you link to from the CAS page are beyond our control and we are not responsible for them.

This policy may be updated from time to time. When we post changes to this policy, we will revise the “last updated” date at the top of this statement. If there are any material changes to the policy, a notice will be posted on this website’s home page for thirty (30) days.

Questions regarding this policy, or about how your information is collected, used or disclosed, should be directed to the CAS Privacy Officer at director@cas.ca. The Privacy Officer is responsible for our compliance with the *Personal Information Protection and Electronic Documents Act* and other applicable privacy legislation.

Appendix D – Website Use Policy

1. Introduction

The following terms and conditions are the Terms of Use for the website: www.cas.ca (the "Site") made available by the Canadian Anesthesiologists Society ("CAS", "we", "us" or "our").

The purpose of the Site is to provide information, products, and services relating to CAS's mission, approach and initiatives.

The contents of the Site include, without limitation, all information, data, products, materials, services, software applications and tools, design elements, text, images, photographs, illustrations, audio and video contents, artwork, graphics contained therein or otherwise made available to you in connection therewith (collectively the "Contents") and, unless the context clearly requires otherwise, or we explicitly say so in writing, the term "Site" includes all of the Contents.

These Terms of Use constitute a legally binding agreement between you and CAS regarding your use of and access to the Site.

These Terms of Use do not alter in any way the terms and conditions of any other agreement you may have with CAS, unless otherwise directed by CAS. If you breach any of these Terms of Use, your authorization to use the Site automatically terminates and you must immediately destroy any Contents in your possession and discontinue use of the Site.

2. Provision of the Site by CAS

You acknowledge and agree that the form and nature of the Site may change from time to time without prior notice to you.

You acknowledge and agree that CAS may stop (permanently or temporarily) providing the Site (or any features within the Site) to you or to users generally, at CAS's sole discretion, without prior notice to you. You may stop using the Site at any time. You do not need to inform CAS when you stop using the Site or any of its features.

You acknowledge and agree that if CAS disables access to your member account, you may be prevented from accessing the Site, your account details or any files or other content which is contained in your account.

3. Use of the Site by You

Your use of the Site is subject to all applicable local, provincial, state and federal laws and regulations. You may not use, allow, or enable others to use the Site, or knowingly condone use of the Site by others, in any manner that is, attempts to, or is likely to:

- Be obscene, fraudulent, defamatory, libelous, indecent, discourteous, racially or ethnically offensive, harassing, threatening, abusive, pornographic or discriminatory;
- Affect us adversely or reflect negatively on us, the Site, our goodwill, name or reputation or cause duress, distress, or discomfort to us or anyone else, or discourage any person, firm, or enterprise from using all or any portion, features, or functions of the Site, or from advertising, linking, or becoming a supplier to us in connection with the Site;
- Send or result in the transmission of junk email, chain letters, duplicative or unsolicited messages, or so-called "spamming" and "phishing";
- Transmit, distribute, or upload content or programs that contain any viruses, Trojan horses, worms or other disabling devices or harmful components intended to damage,

detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or personal information;

- Modify, disrupt, impair, alter, or interfere with the use, features, functions, operation, or maintenance of the Site or the rights or use and enjoyment of the Site by any other user;
- Advocate or encourage any illegal activity;
- Infringe upon or misappropriate the copyright, patent, trademark, trade secret, publicity rights or other intellectual property or proprietary rights of CAS or any third party;
- Violate the privacy of any individual, including users of the Site; or
- Violate any applicable local, provincial, state or national laws or regulations (anywhere in the world).

In order to access certain products and services or as part of the member account registration process, you may be required to provide information about yourself (such as identification or contact details). You agree that any registration information you give to CAS will always be accurate, correct and up to date.

Unless you have been specifically permitted to do so in a separate agreement with CAS, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Contents or any CAS products and services for any purpose.

You agree that you are solely responsible for (and that CAS has no responsibility to you or to any third party for) any breach of your obligations under these Terms of Use and for the consequences (including any loss or damage which CAS may suffer) of any such breach.

4. Accepting the Terms of Use and Additional Terms

By accessing and using the Site in any manner, you acknowledge that you have read these Terms of Use and all of the terms and conditions contained herein. Before continuing to use the Site, please read these Terms of Use and contact us if you have any questions.

CAS reserves the right to amend, modify and supplement these Terms of Use from time to time as it sees fit with additional terms and conditions that govern certain information, content, products and services made available to you via the Site ("[Additional Terms](#)"). By accessing and using the Site, you accept and agree to comply with and be bound by such Additional Terms. Please review these Terms of Use from time to time to ensure that you are aware of and understand any Additional Terms.

The Additional Terms, the Privacy Statement and the Copyright Statement (located on the Site) are hereby incorporated by reference into these Terms of Use and form part of the legally binding agreement between you and us. To the extent that there is a conflict between these Terms of Use and any Additional Terms, the Additional Terms shall govern. These Terms of Use will remain in full force and effect as long as you are a user of the Site and, in the event of termination of any product, service or feature, you will still be bound by your obligations under these Terms of Use, the Privacy Statement, the Copyright Statement and any Additional Terms.

5. Click-Through Agreements

Before you use certain areas of the Site, you may be asked to indicate your acceptance of certain special terms and conditions by clicking on a button marked "OK" or "I agree." Any special terms and conditions to which you agree will supplement and amend these Terms of Use. In particular, the Site provides a link to members to SpringerLink.com for access to the *Canadian Journal of Anesthesia*. By accessing SpringerLink.com, you agree to these Terms of Use and any Additional Terms and special terms and conditions associated with SpringerLink.com or the *Canadian Journal of Anesthesia*.

6. Links to Third-party Sites

Use of certain links on the Site will direct you away from the Site to third-party websites. Such third-party websites are not under the control of CAS, and CAS is not responsible for the contents of any such website or any link contained in such website. The third-party links included on the Site are provided for your convenience, and the inclusion of such links does not imply a recommendation or endorsement by CAS of any such website or the products or services offered therein.

7. Privacy and Personal Information

For information about CAS's treatment and protection of personal information, please read our privacy policy at www.cas.ca/English/Privacy. This policy explains how CAS treats your personal information, and protects your privacy when you use the Site.

8. Ownership of Intellectual Property Rights

The Site together with all trademarks and other intellectual property displayed, distributed, or otherwise made available via the Site, is the exclusive property of CAS, and its successors, assigns, licensors, and/or suppliers. Unless you have agreed otherwise in writing with CAS, nothing in these Terms of Use gives you a right to use any of the Contents, CAS's trademarks or other intellectual property of CAS. You may not assign or transfer any of the Contents and you may not grant a license to use or access the Site to any party.

You may use the Site and the Contents solely for your non-commercial and limited personal use and for no other purposes.

No information or statement contained in these Terms of Use or the Site shall be construed as conferring, directly or by implication, estoppel or otherwise, any license or right under any patent, copyright, trade mark, or other intellectual property right of CAS or any third party. You must not alter, delete, or conceal any copyright or other notices contained on the Site, including notices on any of the Contents that you are permitted to download, transmit, display, print, or reproduce from the Site.

You may not allow any third party (whether or not for your benefit) to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third-party website), or otherwise use, any Contents without the express prior written consent of CAS or its owner if CAS is not the owner.

Any unauthorized or prohibited use of any Contents may subject you to civil liability, criminal prosecution, or both, under applicable federal, provincial, state and local laws.

You may not create a link to the Site without CAS's prior permission. We may, however, if requested, grant a limited, nonexclusive right to create a link to the Site provided that such link is to the entry page of the Site and does not portray CAS or any of its activities or services in a false, misleading, derogatory, or otherwise negative manner.

The limited rights granted to you under these Terms of Use may be revoked by CAS at any time for any reason whatsoever.

Links to third-party websites on the Site are provided solely as a convenience to you. If you use these links, you will leave the Site. CAS does not control and is not responsible for any of such third-party websites, their content or their policies, including, without limitation, privacy policies or lack thereof. CAS does not endorse or make any representations about such third-party websites or any information, software, products and services located there, or any results that may be obtained from using such software, products and services. If you decide to access any

of the third-party websites linked to the Site, you do so entirely at your own risk. You acknowledge and agree that CAS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with the use of or reliance on any such third-party websites.

9. Intellectual Property Infringement

We take intellectual property rights, both our own and others, very seriously.

If you are an owner of intellectual property (or the owner's authorized agent) and believe that any of the Contents or the Site infringes your intellectual property, please notify us using the following procedure:

Please send a written notice of intellectual property infringement to our Executive Director:

Executive Director
Canadian Anesthesiologists Society
1 Eglinton Avenue East, Suite 208
Toronto, Ontario, M4P 3A1
Canada

In your written notice, please provide the following information:

- Identification of the intellectual property claimed to have been infringed;
- Identification of the Contents that you claim are infringing your intellectual property;
- Information sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- A statement that you believe that use of the Contents in the manner complained of is not authorized by the owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are the owner or are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

10. Third-party Information

Any third-party content, data or publications made available through the Site are furnished by CAS on an "as is" basis for your convenience and information.

Any opinions, advice, statements, services, offers, or other information made available by third parties, including program hosts, information providers, or any user of the Site, are those of the respective author(s) or publisher(s) and not of CAS.

CAS DISCLAIMS ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, THAT THE INFORMATION IN SUCH PUBLICATIONS IS ACCURATE OR COMPLETE.

11. No Warranty

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK AND THAT THE SITE AND THE CONTENTS ARE PROVIDED "AS IS" AND "AS AVAILABLE."

IN PARTICULAR, CAS AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

- (a) YOUR USE OF THE SITE WILL MEET YOUR REQUIREMENTS,
- (b) YOUR USE OF THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,
- (c) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SITE WILL BE ACCURATE OR RELIABLE, AND
- (d) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SITE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CAS OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

CAS FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

12. Limitation of Liability.

SUBJECT TO SECTION 11 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT CAS, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

- (a) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFIT, LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; AND
- (b) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:
 - (i) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SITE;
 - (ii) ANY CHANGES WHICH CAS MAY MAKE TO THE SITE, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SITE (OR ANY FEATURES WITHIN THE SITE);
 - (iii) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SITE;

(iv) YOUR FAILURE TO PROVIDE CAS WITH ACCURATE MEMBER ACCOUNT INFORMATION;

(v) YOUR FAILURE TO KEEP YOUR PASSWORD OR MEMBER ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

THE LIMITATIONS ON CAS'S LIABILITY TO YOU IN THIS SECTION SHALL APPLY WHETHER OR NOT CAS HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

13. Termination

We may terminate your use of the Site and/or access to the Contents, features, functionality, products and services made available in connection therewith, at any time and for any reason, with or without cause, without prior notice to you and without any liability or further obligation of any kind whatsoever to you or any other party.

If you want to terminate your account with CAS, you may do so by closing your account, where CAS has made this option available to you.

CAS may, at any time, terminate your use of the Site if:

- (a) You have breached any provision of these Terms of Use (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with, the provisions of the Terms of Use);
- (b) CAS is required to do so by law (for example, where the provision of the Site to you is, or becomes, unlawful);
- (c) the partner with whom CAS offered the services to you has terminated its relationship with CAS or ceased to offer the services to you;
- (d) CAS is transitioning to no longer providing the Site to users in the country in which you are resident or from which you use the Site; or
- (e) The provision of the Site to you by CAS is, in CAS's opinion, no longer commercially viable.

When these Terms of Use come to an end, all of the legal rights, obligations and liabilities that you and CAS have benefited from, been subject to (or which have accrued over time while the Terms of Use have been in force) or which are expressed to continue indefinitely, shall be unaffected by such termination.

14. Indemnification

You agree to indemnify, defend, and hold harmless CAS and its successors and assigns, and any of their respective officers, directors, employees, members, agents, representatives, licensors, advertisers, and suppliers from any liability, loss, claim, and expense (including reasonable legal fees) related to (a) your violation of these Terms of Use, and (b) your use of the Site.

We reserve the right to assume, at our sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement, or compromise, and you agree to fully cooperate with us in the defense of any such claim, action, settlement or compromise negotiations, as we may request.

15. General Legal Terms

These Terms of Use, together with any Additional Terms, the Privacy Statement and the Copyright Statement constitute the entire agreement between you and CAS relating to your use and our provision of the Site.

You agree that CAS may provide you with notices, including those regarding changes to these Terms of Use, by email, regular mail, or postings on the Site.

You agree that if CAS does not exercise or enforce any legal right or remedy which is contained in these Terms of Use (or which CAS has the benefit of under any applicable law), this will not be taken to be a formal waiver of CAS's rights and that those rights or remedies will still be available to CAS.

If any provision of these Terms of Use is held to be illegal, invalid or unenforceable, this will not affect any other provision of these Terms of Use and the agreement between you and us will be deemed amended to the extent necessary to make it legal, valid, and enforceable.

The laws of the Province of Ontario and the federal laws applicable therein shall govern these Terms of Use in all respects, without giving effect to conflicts of laws principles.

No email address found on the Site may be harvested or otherwise used for purposes of solicitation. The appearance of any member's address, email address, fax number, or telephone number on this Site does not constitute permission for you to contact that member for commercial purposes or to send that member facsimile advertisements or commercial electronic mail messages.

If you plan to send a message to any address you obtain from the CAS Member Directory or elsewhere on the CAS Site that might be considered primarily to be a commercial advertisement or to promote a commercial product or service, keep in mind that a) you are prohibited from using email addresses obtained from this Site for solicitation and b) it is your responsibility to make sure you comply with Canada's *Personal Information Protection and Electronic Documents Act*, as amended from time to time.

16. Obtaining CAS's Consent

To request the consent of CAS for any of the actions for which such consent is required under these Terms of Use, please send an email to webservices@cas.ca. CAS reserves the right to refuse any such requests in its sole discretion.

Approved by the CAS Board of Directors
December 2, 2012