

BY-LAWS
OF
INTERNATIONAL INTESTINAL REHABILITATION AND TRANSPLANT
ASSOCIATION

(Amended as of February ____, 2023)

ARTICLE I: OFFICE

SECTION 1. Principal Office. The registered office of the International Intestinal Rehabilitation and Transplant Association (the “Association”) shall be that of The Transplantation Society International Headquarters, located in the City of Dover, County of Kent, State of Delaware, USA, and a registered agent in charge thereof shall be appointed by the Council.

SECTION 2. Other Offices. The Association may also have offices at such places, within or without the State of Delaware, as the Council of the Association may from time to time determine or the business of the Association may require.

ARTICLE II: MEMBERSHIP

SECTION 1. Categories of Membership. There shall be four categories of membership - Full, Allied Health, Trainee, and Honorary.

Full Members shall be investigators in the broad field of intestinal transplantation with an interest in intestinal failure and transplantation who have contributed by their work to the advancement of knowledge in the field. Full Members shall be eligible to vote at the Business Meetings of the Association and to be an Officer or Councilor of the Association.

Allied Health Members shall be persons who have an interest in intestinal failure and transplantation and who have contributed to the advancement of knowledge in the field. Their status must be confirmed by their professional association card. Allied Health Members shall have the same voting rights as a Full Member but are ineligible to be an Officer or Councilor of the Association. They shall, however, have one protected Allied Health position on the Council as prescribed in Article IV, Section 3 of these bylaws, and shall have a reduced membership fee.

Trainee Members shall be persons with an interest in intestinal failure and transplantation that are in training positions (which must be confirmed by the signature of their supervisor). Trainee Members shall have no voting rights and shall be ineligible to be an Officer or Councilor of the Association.

Honorary Members shall be persons who have made major contributions to the field of intestinal transplantation and need not necessarily be members of the Association. They shall have the rights of Full Members (including receipt of any official journals of the Association) but shall not be required to pay dues to the Association and will not be eligible for election as an Officer or Councilor.

SECTION 2. Selection of Members. A person may apply to become a Full, Allied Health or Trainee Member by submitting a completed online application. Persons still in training who are applying for Trainee Membership must also submit a letter from the Program Director confirming the candidate's status as a trainee, the nature of the training program and estimated year of completion. Honorary Members shall be elected by the council by unanimous vote.

SECTION 3. Privileges and Obligations of Members. Every Member shall have the right to attend and participate in Business Meetings of the Association. The privileges of Members with regard to participation in scientific sessions of the Symposium of the Association, the submission of papers and other matters shall be established by the Council. All Members, except Honorary Members, shall pay dues in such amounts and for such periods as the Council shall from time to time decide. Any Member who fails to pay dues for one consecutive year will be removed from the Association at the Council meeting of the first year for which payment has not been received.

SECTION 4. Termination of Membership. Any Membership can be terminated by the Council for conduct, which in the sole judgment of the Council is injurious to the interests and welfare of the Association. Such termination shall require a two-thirds vote of the Council after the Member in question is afforded an opportunity to appear before the Council and appeal for continuance of Membership.

ARTICLE III: BUSINESS MEETINGS OF MEMBERS

SECTION 1. Business Meetings. These meetings shall be held at such time and place as shall be determined at the prior meeting, or failing such determination, at such time and place as the Council may fix. In general, it is understood that meetings will take place during the Association's biennial International Congresses and during The Transplantation Society's biennial International Congresses.

SECTION 2. Quorum; Action of Members. The presence in person at any meeting of 20 Full Members shall constitute a quorum for the transaction of business. If a quorum is present at the beginning of the meeting, a quorum shall be deemed throughout the meeting for all purposes. At any meeting at which a quorum is present, a majority of the votes properly cast upon any question shall decide the question, except in any case where a larger vote is required by law, the Certificate of Incorporation of the Association, these bylaws or otherwise.

SECTION 3. Votes. Each voting Member shall be entitled to one vote upon each question submitted to a vote of the Members. [Members entitled to vote at a meeting must do so in person.]¹

SECTION 4. Conduct of Meetings. The President, or in his/her absence the President-Elect, or in his/her absence, a chairman selected by the voting Members present, shall preside at meetings of the Members. The Secretary- Treasurer shall keep records of any meeting of Members. In the absence of the Secretary-Treasurer, the presiding officer may appoint a secretary pro tern.

SECTION 5. Notice. Notice of the place, if any, date, hour, and means of remote communication, if any, of every meeting of Members shall be given by the Association not less than ten days nor more than 60 days before the meeting (unless a different time is specified by law) to every Member entitled to vote at the meeting. Without limiting the manner by which notice otherwise may be given effectively to Members, notice of meetings may be given to Members by means of electronic transmission in accordance with applicable law.

ARTICLE IV: COUNCIL

SECTION 1. Management of the Association. The business and property of the Association shall be conducted and managed by a Board of Directors which shall be designated the Council of the Association.

SECTION 2. Members of the Council; Election. The Council shall be composed of three Officers, namely a President, a President- Elect, and a Secretary-Treasurer, and six Councilors. Each shall be a Full Member at the time of his/her nomination, election and during his/her term of office. The President-Elect shall succeed to the office of President upon completion by the President of his/her term in office or upon any earlier vacancy in the office of the President. The election of Councilors and Officers, other than the President, shall be by written ballot and shall be decided by the majority of the votes properly cast by the Members entitled to vote thereon. The President of The Transplantation Society shall be an ex officio non-voting member of Council during his/her term of office.

SECTION 3. Ad-Hoc Council Members. The Council shall also include Ad-Hoc Councilors, which shall be made up of one protected post for one Allied Health Professional (AH P) representative, one protected post for a representative of the Intestinal Transplant Registry and one protected post for the Chair of ISBTS Symposium. These representatives shall have permission to attend all Council meetings and will be eligible to vote on all Council decisions. For purposes of these By-laws, the term "Council" or "Councilors" shall be deemed to include any Ad-Hoc Councilors unless otherwise specified herein. The Allied Health Professional shall serve a four-year term on the Council and be elected in the same manner as outlined in Article IV, Section 2 of these bylaws. The Chair of the IIRTA Scientific Committee (or such other person designated by the IIRTA Scientific Committee) shall serve as the Intestinal Transplant Registry representative to the Council. The Intestinal Transplant Registry representative shall serve as an Ad-Hoc Councilor until such time as the IIRTA Scientific Committee shall elect a new Chair or designate a new representative. The Chair of ISBTS Symposium shall serve as an Ad-Hoc Councilor until such time as he/ she ceases to be Chair of the ISBTS Symposium.

SECTION 4. Term of Office. The President and President-Elect shall serve for two years and until their successors are installed in office, which shall occur as the last item of business at the meeting of Members at which their successors are elected. They may not succeed themselves in a consecutive term.

The Secretary-Treasurer shall serve for four years and until the end of the meeting of Members at which his/her successor is elected. He/she may not succeed himself/herself in a consecutive term.

Councilors shall serve for four years and until the end of the meeting of Members at which their successors are elected. The Councilors shall be divided into two classes of three each. The terms of the classes shall be staggered at two-year intervals with three Councilors being elected at each election. Councilors may not succeed themselves in a consecutive term.

SECTION 5. Vacancies. A vacancy in the Council may be filled at the discretion of the remaining members of the Council until an election by all voting Members can conveniently be held. In the case of the Secretary- Treasurer or a Councilor, the successor elected in these circumstances may succeed himself/herself even though he/she has served a fractional term prior to his/her election.

SECTION 6. President. The President shall be chief executive officer of the Association. Subject to the directions of the Council, he/she shall have and exercise direct charge of and general supervision over the business and affairs of the Association and shall perform all duties incident to the office of a president of a corporation, and such other duties as from time to time may be assigned to him/her by the Council.

SECTION 7. President-Elect. The President-Elect shall have and exercise such powers and shall perform such duties as from time to time may be conferred upon or assigned to him/her by the Council, or as may be delegated to him/her by the President. All nominees for President-Elect should have served at least one full term (four years) on the Council prior to their nomination for President-Elect.

SECTION 8. Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of all meetings of the Council. He/she shall see that all notices are duly given in accordance with the provisions of law and these bylaws. He/she shall keep the membership records of the Association and shall make and keep lists of the membership of committees of the Council and the Association, which lists he/she shall make available on request to the Members. The Secretary-Treasurer shall have charge and be responsible for all funds, securities, receipts and authorized disbursements of the Association, and shall deposit, or cause to be deposited, in the name of the Association, all Monies or other valuable effects in such banks, trust companies or other depositories as shall, from time to time, be selected by the Council. He/she shall render to the President and to the Council, whenever requested, an account of the financial condition of the Association; and shall in any event report annually to the Council and shall submit financial statements certified by independent public accountants chosen by the Council to the Council and Members at each regular meeting of Members. In general, he/she shall perform all duties incident to the offices of a secretary and a treasurer of a corporation, and such other duties as from time to time may be assigned to him/her by the Council.

SECTION 9. Compensation. Councilors and elected Officers of the Association shall not receive compensation for their services.

SECTION 10. Resignation and Removal. Any Officer or Councilor may resign his/her office by giving written notice to the President or the Secretary-Treasurer. Resignations shall be effective upon receipt of such notice by the President or the Secretary-Treasurer or at such later time as is therein specified. Any Officer or Councilor may be removed for cause by a vote of two thirds of the Council members then in office or by vote of a majority of voting Members.

SECTION 11. Meetings. Regular meetings of the Council shall be held at such times and such places as may from time to time be fixed by resolution of the Council. In general, it is anticipated that the Council will have at least one face-to-face meeting and a minimum of two conference calls per year. Special meetings of the Council may be held at any time or place upon the call of the President or of any four Council members. Notice of meetings shall be given via email or postal mail to each member of the Council not less than 14 days before such meeting. Meetings may be held at any time and place without notice if all members of the Council are present or if those not present shall, before or after the meeting, waive notice thereof. The Council may meet by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

SECTION 12. Action by Consent. Any action required or permitted to be taken at any meeting of Council or of any committee thereof may be taken without a meeting if all of the members of the Council or committee consent thereto in writing. All written consents shall be filed with the minutes of proceedings of the Council or committee as the case may be.

SECTION 13. Quorum. A majority of the Council shall constitute a quorum for the transaction of business.

SECTION 14. Central Business Office. The Association shall have a permanent Central Business Office, the place and supervision of which shall be at the discretion of Council of the Association. The Central Business Office shall be the custodian of all contracts, assignments and other legal documents and records of the Association. It shall undertake such duties as are assigned to it by Council.

ARTICLE V: COMMITTEES OF THE COUNCIL

SECTION 1. Committees. The Council may establish one or more committees from time to time either as standing or special committees to do such things and have such powers and serve upon such terms as the resolution establishing the committee shall provide. Each committee shall consist of one or more Councilors. Each committee shall appoint a recording secretary from among its members to keep records of its actions and make such reports as the committee is directed to make by the Council.

ARTICLE VI: NOMINATIONS

SECTION 1. Nominations of Officers and Councilors. At least six months, but no more than twelve months before the Business Meeting of Members to be held at the time of the biennial Symposium, the Secretary-Treasurer shall send to each Member a notice stating the offices among the elected Officers and the Councilors to be filled by elections and requesting submission via email or fax of nominations to fill such vacancies. The deadline for receipt of nominations shall be one month from the date of the request for nominations. A person shall be nominated if his/her name is submitted with a written signature or email of support from at least two voting Members, along with a five-line summary (100 words) of the nominee's curriculum vitae and the nominee's acceptance to stand for election.

ARTICLE VII: PUBLICATIONS

SECTION 1. Publications. The Council may from time to time designate official publications of the Association. The Council may for this purpose authorize the President or other appropriate Officer to enter into contracts on behalf of the Association with the Publishers of one or more journals containing such terms as it may deem appropriate. The Council, subject to contractual obligations, may withdraw such designation at any time it determines to do so.

ARTICLE VIII: EXECUTION OF DOCUMENTS BY THE CORPORATION

SECTION 1. Execution of Cheques, Notes, etc. All cheques and drafts drawn upon the Association's bank accounts and all bills of exchange and promissory notes, and all acceptances, obligations, and other instruments for the payment of money, shall be signed by such Officer or Officers, agent or agents, as shall be thereunto authorized from time to time by the Council, which may in its discretion authorize any such signature to be by facsimile.

SECTION 2. Execution of Contracts, Assignments, etc. Except as otherwise provided in Section 1 of this Article VIII, all contracts, agreements, endorsements, assignments, transfers, stock powers, or other instruments shall be signed by the President, or the President-Elect, or the Secretary-Treasurer, provided, however, that the Council may in its discretion, require any or all of such instruments to be signed by any two or more of such Officers, or may permit any or all such instruments to be signed by such other agent or agents as it shall thereunto authorize from time to time.

ARTICLE IX: WAIVERS OF NOTICE

Whenever any notice is required to be given by law, or under the provisions of the Certificate of Incorporation of the Association or of these bylaws, such notice may be waived in a writing signed by the person or persons entitled to such notice, or by his/her attorney or attorneys thereunto authorized, whether before or after the event or action to which such notice relates.

ARTICLE X: FISCAL YEAR

The fiscal year of the Association shall end on such date as the Council may by resolution specify and the Council may by resolution change such date for future years at any time or from time to time.

ARTICLE XI: INDEMNIFICATION

SECTION 1. For purposes of this Article XI;

- i. "Corporate Status" describes the status of a person who is serving or has served as (A) a Councilor or (B) an Officer;
- ii. "Disinterested Councilor" means, with respect to each Proceeding in respect of which indemnification is sought hereunder, a Councilor who is not and was not a party to such Proceeding;

- iii. “Expenses” means all reasonable attorneys’ fees, retainers, court costs, transcript costs, fees of expert witnesses, private investigators and professional advisors (including, without limitation, accountants and investment bankers), travel expenses, duplicating costs, printing and binding costs, costs of preparation of demonstrative evidence and other courtroom presentation aids and devices, costs incurred in connection with document review, organization, imaging and computerization, telephone charges, postage, delivery service fees, and all other disbursements, costs or expenses of the type customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, settling or otherwise participating in, a Proceeding;
- iv. “Liabilities” means judgments, damages, liabilities, losses, penalties, excise taxes, fines and amounts paid in settlement; and
- v. “Proceeding” means any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, inquiry, investigation, administrative hearing or other proceeding, whether civil, criminal, administrative, arbitrate or investigative.

SECTION 2. Subject to the operation of Article XI, Section 3 of these bylaws, each Councilor and each Officer shall be indemnified and held harmless by the Society to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Society to provide broader indemnification rights than such law permitted the Society to provide prior to such amendment), and to the extent authorized in subsections (i) through (iv) of this Article XI, Section 2.

- i. Actions, Suits and Proceedings Other than By or In the Right of the Society. Each Councilor and Officer shall be indemnified and held harmless by the Society against any and all Expenses and Liabilities that are incurred or paid by such Councilor or Officer or on such Councilor’s or Officer’s behalf in connection with any Proceeding or any claim, issue or matter therein (other than an action by or in the right of the Society), which such Councilor or Officer is, or is threatened to be made, a party to or participant in by reason of such Councilor’s or Officer’s Corporate Status, if such Councilor or Officer acted in good faith and in a manner such Councilor or Officer reasonably believed to be in or not opposed to the best interests of the Society and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful.
- ii. Actions, Suits and Proceedings By or In the Right of the Society. Each Councilor and Officer shall be indemnified and held harmless by the Society against any and all Expenses that are incurred by such Councilor or Officer or on such Councilor’s or Officer’s behalf in connection with any Proceeding or any claim, issue or matter therein by or in the right of the Society, which such Councilor or Officer is, or is threatened to be made, a party to or participant in by reason of such Councilor’s or

Officer's Corporate Status, if such Councilor or Officer acted in good faith and in a manner such Councilor or Officer reasonably believed to be in or not opposed to the best interests of the Society; provided, however, that no indemnification shall be made under this Article XI, Section 2(ii) in respect of any claim, issue or matter as to which such Councilor or Officer shall have been finally adjudged by a court of competent jurisdiction to be liable to the Society, unless, and only to the extent that, the Delaware Court of Chancery or another court in which such Proceeding was brought shall determine upon application that, despite adjudication of liability, but in view of all the circumstances of the case, such Councilor or Officer is fairly and reasonably entitled to indemnification for such Expenses that such court deems proper.

- iii. Survival of Rights. The rights of indemnification provided by this Article XI, Section 2 shall continue as to a Councilor or Officer after he or she has ceased to be a Councilor or Officer and shall inure to the benefit of his or her heirs, executors, administrators and personal representatives.
- iv. Actions by Councilors or Officers. Notwithstanding the foregoing, the Society shall indemnify any Councilor or Officer seeking indemnification in connection with a Proceeding initiated by such Councilor or Officer only if such Proceeding (including any parts of such Proceeding not initiated by such Councilor or Officer) was authorized in advance by the Council of the Society, unless such Proceeding was brought to enforce such Officer's or Councilor's rights to indemnification or, in the case of Councilor, advancement of Expenses under these By-laws in accordance with the provisions set forth herein.

SECTION 3. Advancement of Expenses to Councilors Prior to Final Disposition.

- i. The Society shall advance all Expenses incurred by or on behalf of any Councilor in connection with any Proceeding in which such Councilor is involved by reason of such Councilor's Corporate Status within thirty (30) days after the receipt by the Society of a written statement from such Councilor requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by such Councilor and shall be preceded or accompanied by an undertaking by or on behalf of such Councilor to repay any Expenses so advanced if it shall ultimately be determined that such Councilor is not entitled to be indemnified against such Expenses. Notwithstanding the foregoing, the Society shall advance all Expenses incurred by or on behalf of any Councilor seeking advancement of expenses hereunder in connection with a Proceeding initiated by such Councilor only if such Proceeding (including any parts of such Proceeding not initiated by such Councilor) was (A) authorized by the Council, or (B) brought to enforce such Councilor's rights to indemnification or advancement of Expenses under these bylaws.

- ii. If a claim for advancement of Expenses hereunder by a Councilor is not paid in full by the Society within thirty (30) days after receipt by the Society of documentation of Expenses and the required undertaking, such Councilor may at any time thereafter bring suit against the Society to recover the unpaid amount of the claim and if successful in whole or in part, such Councilor shall also be entitled to be paid the expenses of prosecuting such claim. The failure of the Society (including its Council or any committee thereof or independent legal counsel) to make a determination concerning the permissibility of such advancement of Expenses under this Article XI shall not be a defense to an action brought by a Councilor for recovery of the unpaid amount of an advancement claim and shall not create a presumption that such advancement is not permissible. The burden of proving that a Councilor is not entitled to an advancement of expenses shall be on the Society.
- iii. In any suit brought by the Society to recover an advancement of expenses pursuant to the terms of an undertaking, the Society shall be entitled to recover such expenses upon a final adjudication that the Councilor has not met any applicable standard for indemnification set forth in the DGCL.

SECTION 4. Advancement of Expenses to Officers Prior to Final Disposition.

- i. The Society may, at the discretion of the Council, advance any or all Expenses incurred by or on behalf of any Officer in connection with any Proceeding in which such person is involved by reason of his or her Corporate Status as an Officer upon the receipt by the Society of a statement or statements from such Officer requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by such Officer and shall be preceded or accompanied by an undertaking by or on behalf of such person to repay any Expenses so advanced if it shall ultimately be determined that such Officer is not entitled to be indemnified against such Expenses.
- ii. In any suit brought by the Society to recover an advancement of expenses pursuant to the terms of an undertaking, the Society shall be entitled to recover such expenses upon a final adjudication that the Officer has not met any applicable standard for indemnification set forth in the DGCL.

SECTION 5. Contractual Nature of Rights

- i. The provisions of this Article XI shall be deemed to be a contract between the Society and each Councilor and Officer entitled to the benefits hereof at any time while this Article XI is in effect, in consideration of such person's past or current and any future performance of services for the Society. Neither amendment, repeal or modification of any provision of this Section 5 nor the adoption of any provision of the Certificate of Incorporation inconsistent with this Article XI shall eliminate or reduce any right conferred by this Article XI in respect of any act or omission

occurring, or any cause of action or claim that accrues or arises or any state of facts existing, at the time of or before such amendment, repeal, modification or adoption of an inconsistent provision (even in the case of a proceeding based on such a state of facts that is commenced after such time), and all rights to indemnification and advancement of Expenses granted herein or arising out of any act or omission shall vest at the time of the act or omission in question, regardless of when or if any proceeding with respect to such act or omission is commenced. The rights to indemnification and to advancement of expenses provided by, or granted pursuant to, this Article XI shall continue notwithstanding that the person has ceased to be a Councilor or Officer and shall inure to the benefit of the estate, heirs, executors, administrators, legatees, and distributees of such person.

- ii. If a claim for indemnification hereunder by a Councilor or Officer is not paid in full by the Society within sixty (60) days after receipt by the Society of a written claim for indemnification, such Councilor or Officer may at any time thereafter bring suit against the Society to recover the unpaid amount of the claim, and if successful in whole or in part, such Councilor or Officer shall also be entitled to be paid the expenses of prosecuting such claim. The failure of the Society (including its Council or any committee thereof or independent legal counsel) to make a determination concerning the permissibility of such indemnification under this Section 6 shall not be a defense to an action brought by a Councilor or Officer for recovery of the unpaid amount of an indemnification claim and shall not create a presumption that such indemnification is not permissible. The burden of proving that a Councilor or Officer is not entitled to indemnification shall be on the Society.
- iii. In any suit brought by a Councilor or Officer to enforce a right to indemnification hereunder, it shall be a defense that such Councilor or Officer has not met any applicable standard for indemnification set forth in the DGCL.

SECTION 6. The rights to indemnification and advancement of Expenses set forth in this Section 6 shall not be exclusive of any other right which any Councilor, Officer, or Non-Officer Employee may have or hereafter acquire under any statute, provision of the Certificate or these By-laws, agreement, vote of stockholders or Disinterested Councilors or otherwise.

SECTION 7. The Society may maintain insurance, at its expense, to protect itself and any Councilor or Officer against any liability of any character asserted against or incurred by the Society or any such Councilor or Officer, or arising out of any such person's Corporate Status, whether or not the Society would have the power to indemnify such person against such liability under the DGCL or the provisions of this Article XI.

SECTION 8. The Society's obligation, if any, to indemnify or provide advancement of Expenses to any person under this Article XI as a result of such person serving, at the request of the Society, as a director, partner, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount such person may collect as indemnification or advancement of Expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or enterprise

(the “Primary Indemnitor”). Any indemnification or advancement of Expenses under this Article XI owed by the Society as a result of a person serving, at the request of the Society, as a director, partner, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall only be in excess of, and shall be secondary to, the indemnification or advancement of Expenses available from the applicable Primary Indemnitor(s) and any applicable insurance policies.

ARTICLE XII: AFFILIATED ASSOCIATIONS

Formally constituted national or regional intestinal transplantation associations whose aims are consistent with those of the Association may, upon application to the Council and upon such terms as it shall deem appropriate, be designated by the Council as affiliated associations. The Council may authorize the execution of an agreement with such associations recognizing such designation and containing such other terms, as it shall approve.

ARTICLE XIII: AMENDMENTS

A majority of voting Members present in person at a Business Meeting, or a majority of the Members entitled to vote acting by written consent may alter, amend or repeal these bylaws and adopt new bylaws. An amendment must be proposed in writing by ten voting Members and submitted to the President. The President shall submit the proposed amendment to the Council. A statement of the Council's recommendations and a reasonably short statement setting forward the substance of, and the reasons for, the proposed change by those proposing the amendment shall be included in the notice of the Business Meeting at which such amendment will be considered and voted upon by the Members or in any solicitation of written consents with respect to the amendment.

ARTICLE XIV: SECTION SYMPOSIUM

The IIRTA Symposium should not be repeated in the same continent in subsequent years. The Chair of the Congress cannot be an Officer of the Association. TTS is to be nominated as the official Professional Congress Organizer (PCO) for all IIRTA future Symposia.