



eice

EUROPEAN INSTITUTE OF
COMPLIANCE AND ETHICS

GENERAL TERMS AND CONDITIONS ON MEMBERSHIP IN PROFESSIONAL COMMUNITY OF EICE

These general terms and conditions (GTT) govern the rules on membership in professional community of EICE.

GTT are adopted by EICE (European Institute of Compliance and Ethics), which is a private institute, registered in the Republic of Slovenia, with its registered office in Ljubljana. All about EICE is available at www.eisep.si/en.

Members are individuals or a private or public organizations or a non-profit organizations, which submit the membership application to EICE and pay the membership fee. Private persons are individual members, while organizations can become corporate members only.

Professionals are individuals, who are either individual members of EICE or the persons stated by corporate members as beneficiaries of corporate membership.

By submitting the membership application members accept these GTT. The application can be submitted via the website www.eisep.si/en, the Membership tab, the sub-tab "Apply" or via e-mail to info@eisep.si. Upon successful admission, the members receive an offer or bill for payment of membership fees by e-mail and further instructions if needed. EICE reserves the right not to accept the candidate for membership on its own and due diligence.

Joint ICA Membership

By joining EICE, each professional also joins the International Compliance Association (ICA), the "Affiliate Member" level.

ICA (International Compliance Association) is a private, internationally-established organization, registered in England, based in London. ICA brings together compliance experts and awards professional certificates in collaboration with the Alliance Manchester Business School, the University of Manchester. All about ICA is available at www.int-comp.org.

Members of the EICE can benefit from all the benefits of ICA membership, the "Affiliate Member" level, which they exercise directly with the ICA. All communication of members takes place directly with ICA and in English. EICE guarantees members payment of the membership fee for the Affiliate Member level and the transmission of their personal data in accordance with these general terms and conditions to the ICA, but does not bear responsibility for the correct and timely fulfillment of ICA's obligations towards its members.

ICT (International Compliance Training Ltd.) is a private, internationally-established organization, registered in England, based in London. ICT carries out training courses that lead to the professional certificates, awarded by ICA, in cooperation with Alliance Manchester Business School, the University of Manchester. All about ICT is available at www.int-comp.com.

EICE is a local provider of ICT trainings for certificates, awarded by ICA in collaboration with Alliance Manchester Business School, University of Manchester. Lecturers and curriculum are provided by ICT. The training is conducted live, if at least 10 participants apply, otherwise may be conducted only on-line. Training is conducted in Slovenia in English. Members of EICE are entitled to join the course under more favorable conditions, which arise from the valid price list. Local course and enrollment is prepared and organized by EICE. Participants are directly paying ICT for training costs, and also handle all mutual rights and obligations related to the course directly with ICT.

All details relating to the possible upgrade of ICA membership and / or other training and certifications that are performed or obtained directly with ICT and / or ICA, as well as all mutual rights and obligations in this regard, are regulated independently with ICT and / or ICA, therefore the members can not exercise any of these claims towards the EICE.

Member benefits:

Please refer to: www.eisep.si.

* Within the corporate membership 20% membership discount can be used by each employee of the member, as well as employees in smaller companies of the same corporate group (from Slovenia or other country).

** In case the larger company in the group is a corporate member of the EICE, smaller companies in the same group (in Slovenia or abroad) may benefit from EICE membership as part of the quota of the member company. Alternatively, membership benefits can be used by another employee in a member or a smaller company from the same group (from Slovenia or other country) instead of the appointed expert. These experts may also become members of the ICA, which is not transferable during the year.

Some of the contents of the membership package will only be available over time, and some will depend on the demand of members. If during the membership term, the content will not be used by a member, this does not affect the price of the membership package.

If a member does not use the benefit of the available content, for any reason, this does not affect the price of the membership package.

EICE also reserves the right to change the contents of a membership package due to circumstances which, despite careful planning, could not be predicted in advance (eg sudden illness or other restraint of the lecturer, too few applications, etc.). Such changes do not affect the price of the membership package.

If a member or other professional for any reason unsubscribes within 48 hours before the payable event, any pre-paid amount of the fee shall be refunded, but the EICE may withhold 10% of the amount due to administrative processing. If a member or other professional does not attend for any reason and does not cancel his absence within 48 hours prior to the event, EICE may withhold the full amount of any advance payment. In cases of last minute non-availability, it is always possible to change the participant to the event.

Other terms of membership

Begining of membership

Members start excersizing their benefits on the day of payment of the membership fee. The payment period is 8 days after the issue of the invoice for the private sector and 30 days for the public sector. Individuals' membership fees can be settled by the company or the organization where they are employed.

Change of a professional

When joining EICE, corporate members must provide personal information from professionals who will benefit from the membership (name, surname and e-mail). During the term of membership, for any reason, they may be changed, which should be communicated to EICE. A new expert may, from the time of entry, benefit from the remaining benefits of corporate membership, with the exception of ICA membership, which is non-transferable.

Duration of membership

Membership benefits are acquired on the day of payment of membership fee and last until December 31 of the same year. For the accession from 31 March to 1 June, a 2/3 annual membership fee is payable, for the accession from 1 June to 15 October, a 1/2 annual membership fee is payable, and after 15 October, a 1/3 of the annual membership is to be paid.

Continuous professional development

Min. 10 hours of training each year are recomended by EICE and ICA. EICE recognises two distinct types of CPD – 'technical' and 'non-technical'. Technical CPD refers to any piece of learning related to your industry: AML, compliance, FCP, etc. These help you to maintain or develop the knowledge and skills that are essential to perform the technical/practical/functional aspects of your current or desirable role, and may include professional qualifications, conferences, online learning, writing a technical article, report, etc. Non-technical CPD refers to 'soft skills' development, i.e., learning that can be applied in any industry: management, leadership, strategy developing items. These aid in the development of your overall skills and knowledge, and may include undertaking soft skills training, giving a presentation, etc.

Code of conduct

Members should make every effort to uphold the highest levels of integrity and professionalism that is demonstrated by a series of behaviours that include (but are not limited to) the following:

Judgement

Compliance professionals shall...

1. ... uncover and consider the 'spirit' and intent of regulation and consider its implications from the perspective of all key stakeholders. They must avoid any over-simplification that diminishes the value and importance of compliance.
2. ... protect and ensure their independence and alert senior management or regulators should this be compromised. They must understand that the integrity and effectiveness of compliance is founded on independence of thought and judgment.
3. ...take difficult decisions. This requires exercising mature judgment in balancing competing priorities and conflicts of interest, interpreting 'grey' areas, making fine judgements and decisions and then acting with the appropriate degree of sensitivity.

Behaviour

Compliance professionals shall...

4. ...be proactive in building a positive culture in their firm that understands, respects and is committed to regulatory objectives, values and outcomes.

5. ... hold a unique and significant position with accountability to the firm and the relevant regulatory authorities and must be clear and transparent about their responsibilities and the limitations of their scope.

6. ... be able to raise uncomfortable issues and ask challenging questions. They should contribute to enabling constructive challenge at all levels in the organisation.

7. ... remain committed to open, clear, accurate, timely and accessible reporting internally and to regulators. Transparency is unconditional.

Development

Compliance professionals shall...

8. ... aim for open relationships with colleagues, offering high-quality advice and guidance, yet understand where ownership of risk lies.

9. ... perform a role that includes: regular briefings, inductions, training, horizon scanning, and compliance planning. As such they need to ensure that they have a direct voice to the board of directors (or its equivalent). They have a role to assist in the education and development of colleagues.

10. ... develop their own competence through appropriate qualifications and continuous professional development and avoid exceeding the limitations of their competence.

Consequences of non-compliance

Members must understand that should a clear infringement of this Code or the principles it contains come to the attention of EICE, it would have just cause to assess the situation upon available information. In this regard EICE could hold an interview with the member to clarify the matter. One possible outcome of such an assessment – although only in most exceptional situations - would be a withdrawal of membership.

Privacy Policy

EICE holds and processes personal information about its members, therefore we are legally obliged to protect it. EICE only collects information that is needed for the purpose of membership, keeps it secure, ensures it is relevant and up to date, only hold as much as needed, and only for as long as it serves its purpose; and allows the subject of the information to see it on request.

EICE shall not disclose any of your personal information, except when we have your permission or under special circumstances, such as when we believe in good faith that the law requires it. Some services are offered jointly with ICA, ICT or another partner companies. In order to provide any joint services to you, it is necessary for us to share your personal information with those partner companies. Those organizations will use it only to supply membership benefits to you or promote their other activities.

EICE may publish corporate members on its website and also the companies from which individual members come from.

EICE may take photos or record its public educational and other events. The photos and recordings will only be used for the promotion of the institute and/or of its future activities, but will not publish any personal data associated with them, except for lecturers' personal data or personal data of persons who have consented to publication.

If you have any requests regarding your personal information, please contact us by e-mail: info@eisep.si.

Conflict resolution

In the event of any disputes arising from membership, EICE and the member agree that the competent court shall be the court of the registered office of EICE and that Slovenian law shall be applied. In case of differences between the Slovene and English version of these GTT, the Slovene version shall prevail.

Validity and modification of GTT

These GTT apply from 29.03.2018 onwards. They may be amended by adopting a new consolidated text to be published on the website.

Ljubljana, 29.01.2019

Revisions of the document:

- 29.03.2018: 1st version published
- 29.01.2019: update on fees (added »without VAT« and on member benefits (referral to the website).

