

# American Association of Neuromuscular & Electrodiagnostic Medicine

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# **AANEM Sponsorship Rules and Regulations**

### **Interpretation of Rules**

The following Rules and Regulations are part of the contract between the sponsor and the AANEM. All matters not covered shall be referred to the AANEM for adjudication and the decision of the AANEM shall be final.

The Rules and Regulations may be amended at any time by the AANEM and all the amendments so made shall be binding upon the sponsor equally with these Rules, and shall become a part thereof, providing the sponsor is notified of the amendments. Notice may be verbal or in writing before or during the AANEM Annual Meeting, and may be given to any authorized agent or representative of the sponsor. Company is responsible for checking Rules and Terms from time to time for changes. The specific benefits offered to Company in any of the below offerings are subject to change but will be replaced by benefits of equal or greater value at AANEM's discretion.

### **Authority of the AANEM Board of Directors**

The AANEM shall have power to adopt and enforce all show attendance rules and regulations with respect to the kind, nature, and eligibility of sponsors adopted by it or set forth herein. The AANEM Board shall enforce all rules and regulations. Their decision on such matters as may be referred to them shall be final.

#### **General Rules and Terms**

The AANEM recognizes outside organizations' important role in the success of its Annual Meeting and the need to work together to ensure a well-coordinated and productive meeting for all attendees. In this spirit, the below General Rules establish the parameters that outside organizations involved in the annual meeting must comply with. These Annual Meeting Rules apply to:

- 1) "ineligible Companies/Commercial Interests" (aka, "industry"), which include any entity developing, producing, marketing, re-selling, or distributing health care goods or services, including drugs, devices, services, or therapies, consumed by, or used on, patients to diagnose, treat, monitor, manage, and alleviate health conditions;
- 2) non-profit organizations;
- 3) and any other companies or organizations participating in the AANEM Annual Meeting in any capacity (collectively referred to as "Companies").

In addition to complying with these AANEM Sponsorship Rules and Regulations, Companies must comply with the applicable rules and regulations regarding Exhibiting and Industry Forum sponsorships (listed in Exhibitor Rules and Regulations and Industry Forum Rules) for their specific interactions at the AANEM Annual Meeting. If companies are unclear about these Rules or the specific terms and conditions, it is their responsibility to seek clarification from the AANEM prior to any interaction related to the Annual Meeting. The AANEM reserves the right to decline any Company's participation in the AANEM Annual Meeting for any reason without explanation. As a condition of participation, every industry representative agrees to observe all AANEM rules and regulations. Violation of any AANEM rules and regulations related to exhibits, industry forums, or sponsorships, will be reviewed and sanctions may be applied.

#### **AANEM Cancellation**

In the event the AANEM is forced to cancel the in-person annual meeting, the AANEM will make reasonable efforts to deliver certain purchased items in a similar fashion via a virtual meeting.

It is mutually agreed that in the event of cancellation of sponsorships due to fire, strikes, government regulations, or causes which would prevent its scheduled opening or continuance, this agreement shall be terminated, and the AANEM shall determine an equitable basis for the refund of such portion of the fees as is possible, after consideration of expenditures and commitments already made. These terms and conditions only apply to the AANEM canceling the annual meeting after items have been purchased

#### **Sponsorship Cancellation**

All notices of cancellation must be received in writing. Any cancellation received before June 25 will be eligible to receive a refund of fees paid minus a \$250 administrative fee. If a Company fails to provide written confirmation of cancellation, the Company must pay the full balance owed and AANEM will retain all fees already paid by the Company.

#### **Eligibility**

Sponsorships are open to companies whose products and services are of interest to physicians, researcher, technologists, and other medical professional who work in the areas of neuromuscular disorders, electrodiagnostic medicine, ultrasound, rehabilitation, or related areas. The AANEM reserves the right to decline sponsorships from those companies whose products or services do not meet these criteria. Purchasing or acceptance of sponsorship(s) does not in any way indicate the AANEM's approval or endorsement of any company's product or service.

# **Applying for Sponsorships**

Complete the online process and payment for sponsorship. Following receipt of payment, a confirmation is emailed to the sponsor representative on record along with details and deadlines for managing the sponsorship item(s).

### **Payment of Sponsorship**

Sponsors may pay by credit card during the online process or request to be invoiced. Invoices are due 30 days after submitted, if payment is not received 90 days prior to the meeting, the company will be notified, and the sponsorship may be released.

# **Sponsorship/Support Level Opportunities & Benefits**

	Platinum PLUS	Platinum	Gold	Silver	Bronze	Friend
Sponsorship/Support Level						
Opportunities & Benefits	\$150,000 +	\$110,000 +	\$75,000 +	\$50,000 +	\$25,000+	Up to \$24,999
Acknowledgement of support level on	Χ	Х	Х	Х	Х	Х
signage at the Annual Meeting						
Acknowledgement in the Annual Meeting Program	Х	Х	Х	Х	Х	Х
Acknowledgement in AANEM Edge	Х	Х	Х	Х	Х	Х
Acknowledgement in Muscle & Nerve	Х	Х	Х	Х	Х	Х
Acknowledgement on AANEM website	X	Х	Х	Х	Х	Х
Complimentary ad space in Annual	Full pg/premium	full pg	1/2-pg	1/3-pg	1⁄4-pg	
Meeting Program	placement		\		1	
AANEM Membership List for one-time mailing usage	Х	Х	Х	Х		
Invitations to attend President's	4	3	2	1		
Luncheon at Annual Meeting						
Insertion in annual meeting	X	Х	Х	X	/-	
conference bag						

## **Corporate Support & Sponsorship Recognition**

Support and sponsorship levels are determined based on total monetary contributions (paid by July 1) provided by individual companies in the current year. There are two ways to achieve recognition:

- 1. Obtain a level cumulatively through "a la carte" selection of the following opportunities:
  - Hosting an Industry Forum
  - Sponsoring annual meeting opportunities and events
  - Advertising in one or all of the following:

- AANEM Edge ~ AANEM's print newsletter
- AANEM Spark ~ AANEM's electronic news update
- AANEM website
- 2. Pay an amount equal to one of the levels listed above and receive the recognition and benefits associated with that level.

Exhibit space, in-kind contributions, membership mailing list rental, paid registration for delegates and/or staff, and American Neuromuscular Foundation contributions are not included in calculating the support levels.

### **Company's Representatives Registration**

Sponsors that are not exhibiting, must contact the AANEM to purchase a Collaborator or Researcher badge. Badges must be worn at all times when attending the meeting and in the exhibit hall.

## **Admission to Scientific Sessions and Educational Programs**

Badged booth personnel may attend any session including courses, the plenary session, and poster and platform sessions of the AANEM Annual Meeting however no CME or CEUs are granted for attendance. At the discretion of the AANEM and based on space availability, industry/exhibitors may purchase a ticket to ticketed sessions at the onsite nonmember rate. Exhibitors can attend as spectators only. Call the AANEM at (507) 288-0100 for further information. At the discretion of the AANEM and based on space availability, attendance at any Industry Forums and Presentation Stages is limited and allowed only if seating is available after all interested standard attendees have been seated.

#### **Conduct**

All Company representatives must conduct themselves with professionalism and treat all AANEM Annual Meeting attendees equally and with respect and dignity. To avoid any conflict of interest or perceived bias, corporate representatives attending any session of the official AANEM Annual Meeting must refrain from making any public comments related to their company and/or product during the session.

Promotional activities and materials must not be displayed or distributed in the educational space immediately before, during, or after a CME activity. This includes a prohibition against scheduling of promotional activities or presence of promotional materials in the educational space within 30 minutes before or after the CME activity. Sponsorship material that lists activities that are part of the event but are not accredited for continuing education must be clearly labeled and communicated as "Not an official part of the AANEM Annual Meeting."

#### **Prohibited Influence**

Ineligible Companies/Commercial Interests may not attempt to direct or influence the planners and/or faculty or content of the AANEM Annual Meeting programs or products.

#### **Use of AANEM Property**

All Companies must comply with the AANEM Name and Logo Restrictions. The AANEM names, insignia, logos, or acronyms, may not be used by Company in any manner without the expressed written consent of AANEM. This applies before, after, and during the AANEM Annual Meeting. Nothing can state or imply endorsement by AANEM.

#### **Language Limitations**

Promotional references to the "20XX AANEM Annual Meeting" are allowed to develop on-site traffic and awareness such as:

- "Come see us at the 20XX AANEM Annual Meeting"
- "Visit Booth 123 at the 20XX AANEM Annual Meeting"
- "See you at the 20XX AANEM Annual Meeting"

Implied relationships or false representations of endorsements are strictly prohibited, such as:

- "The AANEM and Company XYZ invite you"
- "Brought to you by Company XYZ and the American Association of Neuromuscular & Electrodiagnostic Medicine"

Event sponsors receive the acknowledgments listed above from the AANEM, but sponsorship does not imply event or product ownership in any way. Promotion of a sponsorship must be limited to the sponsorship component itself and not imply an additional partnership.



Refrain from referring to the 20XX AANEM Annual Meeting as "the AANEM." AANEM is the general acronym for the professional association. The event itself should be stated as:

- The 20XX American Association of Neuromuscular & Electrodiagnostic Medicine Annual Meeting
- The 20XX AANEM Annual Meeting
- The AANEM Annual Meeting



### **AANEM Policy**

The AANEM reserves the right to control, prohibit, or physically remove any part or all of the sponsorship item which, in its opinion, is not in keeping with the policies of the association, or which, because of noise, methods of operation, or other reasons, becomes objectionable. This policy refers to persons, as well as to products and printed matter.

## **Food and Drug Administration Regulations**

Companies are responsible for complying with all Food and Drug Administration (FDA) rules and regulations and may not exhibit, advertise, or otherwise promote unapproved devices/products except in accordance with FDA policy. Products that require promotion approval by the FDA must receive this approval prior to promotion at the AANEM Annual Meeting. Information regarding FDA regulations may be obtained directly from the FDA.

### **Activities Beyond the Official Program - Affiliate Meetings/Events**

Companies that wish to hold a meeting or an event affecting Annual Meeting attendees whether held at AANEM-contracted facilities or in the same metropolitan area as the annual meeting, must complete the <u>Affiliate Meeting Form</u>. For more information regarding affiliate meeting requests, please go to the AANEM <u>website</u>.

## **Permission to Use Image**

By participating in AANEM's annual meeting, sponsors ("You") create an agreement between You and AANEM regarding the use and distribution of your image, including but not limited to your name, voice, written words, and likeness ("Image"). By attending the AANEM Annual Meeting, you acknowledge and agree that still, video, audio and/or other digital recordings may be taken of you and you grant permission to AANEM (and its agents) to utilize, in perpetuity, your Image in any electronic or print distribution, or by other means hereinafter created, both now and in the future, for any lawful purpose as determined by AANEM.

# Liability

Each company assumes entire responsibility and hereby indemnifies and agrees to hold harmless the venue, general service contractor, the AANEM, and its officers, directors, employees, and agents from and against any actions, losses, costs, damages, claims, and expenses (including attorney fees) arising from any damage to property or bodily injury to exhibitor, his agents, representatives, employees, or any other persons by reason of the exhibitor's occupancy or use of the exhibition facilities or use of the exhibitor's products unless due to negligence of the general service contractor, the AANEM, or their employees.

#### **Violations and Sanctions**

The AANEM, at its sole discretion, reserves the right to revoke privileges for future programs for any sponsoring organization, supporting organization, that does not comply with the guidelines and requirements set forth in this policy. Companies violating these guidelines and requirements may not be allowed involvement with any AANEM activities in the future. Violations of the Rules will be reviewed, and sanctions may be applied. Sanctions include, but are not limited to, the following:

- 1. Company will receive a "cease and desist" letter from the AANEM.
- 2. Company will not have access to AANEM membership mailing list.
- 3. Company will not have access to affiliate space at the AANEM Annual Meeting.
- 4. Company's exhibitor priority points will be reduced.
- 5. Company will not be allowed to sponsor an AANEM Annual Meeting activity for one or more years.
- 6. Company will not be allowed to support an AANEM Annual Meeting Education Program for one or more years.
- 7. Company will not be allowed to exhibit at an AANEM Annual Meeting for one or more years.
- 8. Company will not be allowed any access to the AANEM Annual Meeting for one or more years.

Sanctions imposed by the Meeting Management may be appealed within 30 days after delivery of the notice of sanctions to the AANEM Executive Director. The Executive Director's decision on the appeal will be final.

### **Assignment**

Rules may not be assigned by any party without the prior written consent of the other parties.

## **Binding Effect**

These Rules are binding upon and inure to the benefit of the parties, their successors, and assigns.

#### Waiver

The failure of any party to complain of any default by another party or to enforce any of such party's rights, no matter how long such failure may continue, will not constitute a waiver of the party's rights under these Rules.

#### **Governing Law**

These Rules and the rights and obligations of the parties hereunder are governed by the laws of the State of Minnesota, except that no Minnesota conflicts of law or choice of law provision apply to this Contract. The exclusive forums for actions between the parties in connection with this Agreement are the State District Courts in Minnesota or the United States Court for the District of Minnesota. Each party agrees unconditionally that it is personally subject to the jurisdiction of such courts.

# **Entire Agreement**

These Rules related to Sponsorships constitute the entire agreement between the parties with respect to its subject matter and supersedes all past and contemporaneous agreements, promises, and understandings, whether oral or written, between the parties.

Please reference the <u>Exhibitor Rules and Regulations</u>, <u>Industry Forum Rules</u>, <u>Affiliate Meeting Form</u>, and <u>Advertising</u> Kit for additional information.

#### **AANEM Exhibit and Corporate Support Contact**

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