

## **AAOS CME Joint Providership Agreement**

This agreement is between the American Academy of Orthopaedic Surgeons (hereafter referred to as the AAOS) and XXX Society a non-accredited sponsor of continuing medical education (hereafter referred to as NAS). This agreement covers XXXXXXXXX Meeting, DATES, CITY, STATE (type of activity live or enduring, etc).

By its authorized signature on this agreement, the NAS affirms that this CME activity will serve to develop, maintain, or increase the knowledge, skills and professional performance that a physician uses to provide services for patients, the public or the profession. Further, the NAS accepts responsibility for all aspects in the planning and implementation of these CME activities in compliance with the Standards for Integrity and Independence in Accredited Continuing Education of the Accreditation Council for Continuing Medical Education (ACCME Standards), <a href="https://www.accme.org">www.accme.org</a>.

The NAS agrees to provide AAOS with any background or supporting documentation for these CME activities upon request or as needed prior to and/or at the conclusion of the meeting to comply with any ACCME requests for information.

## AAOS and NAS agree to the following:

- 1. All proposed CME activities must be reviewed and approved by AAOS to ensure compliance with the ACCME Standards.
- 2. AAOS, as the ACCME-accredited sponsor, will assign the appropriate *AMA PRA Category 1 Credits* TM for the joint activity. Further, AAOS shall have the authority to withdraw the designation of credit and revoke this Agreement at any time during the planning or implementation of the activity if the NAS fails to meet the requirements of the AAOS, if there are issues related to compliance with the accreditation standards including those related to content validity, or the terms of this Agreement. Additionally, this Agreement will terminate immediately if the NAS cancels the CME activity for any reason. All required documentation listed on the joint providership CME Activity Planning Form must be received in a timely fashion.
- 3. All CME Letters of Agreement (LOAs) regarding grants and commercial support shall be between the AAOS and the commercial supporter and will be initiated by AAOS. The NAS is required to notify AAOS within 15 days of receiving confirmation of grant support with pertinent contact information. In accordance with ACCME policies, grant requests or LOAs cannot include an offer of or request for free exhibit space. This ensures a separation of education and promotion. LOAs between AAOS and the commercial supporter must be signed by both parties before the CME activity begins.

Rev: 11/13/2024



4. All promotional materials (brochures, advertisements, preliminary and final programs, meeting apps, etc.) must be reviewed and approved by April Holmes, AAOS Senior Manager, Education, prior to being released. NAS is prohibited from engaging in unapproved promotional or marketing activities. This will ensure that required information is communicated to the participants of the accredited CME activity. Such information shall include but not limited to the following statement:

This activity has been planned and implemented in accordance with the accreditation requirements and policies of the Accreditation Council for Continuing Medical Education (ACCME) through the joint providership of AAOS and (name of NAS). AAOS is accredited by the ACCME to provide continuing medical education for physicians. Physicians should claim only the credit commensurate with the extent of their participation in the activity.

5. By signing this agreement, the NAS acknowledges that all continuing medical education activities are separate from ineligible company activities (exhibits/ineligible company marketing/sessions) according to <a href="ACCME Standard 5.2a">ACCME Standard 5.2a</a>, which states:

Include a 30-minute interval between accredited activities and marketing (ineligible company)/non-accredited activities if they are held in the same space. For example, if your accredited activity ends at 11:30 AM, then your marketing (ineligible company)/non-accredited activity must not begin before 12:00 PM in the same room/space. **OR** 

Move the marketing (ineligible company)/non-accredited activity to a completely separate room from the accredited activity and they can be held at the same time  $-\underline{but}$  it has to be in completely separate rooms for this to occur.

- 6. Accreditation of the proposed CME activity cannot be advertised prior to AAOS approval.
- 7. A non-refundable joint providership fee will be charged according to the following fee schedule:
  - \$2,000 Joint Providership Fee + \$200 Per Approved CME Hour
    - Any program that is more than 24.0 CME Hours will be independently reviewed and pricing may differ.

Rev: 11/13/2024



You will be invoiced according to the fee schedule once the amount of CME is determined by the AAOS, after reviewing your programming.

- 8. NAS agrees to indemnify and hold harmless AAOS against any claims or expenses arising for NAS's CME activities.
- 9. No later than 45 days after this CME Activity, you must provide AAOS with the completed ACCME PARS report to fulfill CME reporting obligations (AAOS will provide the ACCME PARS Template).

Date:	Date:
Organization:	American Academy of Orthopaedic Surgeons
Signature	Signature
Print Name	April R. Holmes
Title	Director, Live Events Education

Rev: 11/13/2024