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**Meeting Management Services Agreement by and among  
the Section on Disorders of the Spine and Peripheral Nerves  
and the Congress of Neurological Surgeons for the  
2016 Annual Meeting  
March 16-19, Orlando, Florida**

Meeting Management Services Agreement

This Meeting Management Services Agreement (this "Agreement"), effective as of the 10<sup>th</sup> day of November 2015, is by and among the Section on Disorders of the Spine and Peripheral Nerves, a joint section of the Congress of Neurological Surgeons ("CNS") and the American Association of Neurological Surgeons (the "Section"), and the CNS.

RECITALS

Whereas, the CNS was previously invited to submit a proposal for meeting management services, including planning, organizing, budgeting, and implementation of the 2016 Annual Meeting of the SECTION.

Whereas, the SECTION and the CNS subsequently determined to enter into an agreement for meeting management services, as described below, ("Services") by the CNS on behalf of the SECTION for the 2016 SECTION Annual Meeting (the "Meeting").

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

## I. Meeting Management Services

### A. Budgeting and Financial Management

A budget was submitted by the CNS to the SECTION and approved for the 2016 Annual Meeting. Throughout the planning process, the CNS will monitor expenses and provide quarterly statements to the SECTION, if requested.

The CNS will provide to the SECTION a preliminary Meeting profit/loss statement within eight weeks after the close of the Meeting. A final report will be provided twelve weeks after the close of the Meeting or as soon as reasonably practicable thereafter. Should any additional unexpected revenue or expenses accrue after the close of the meeting, the CNS and the SECTION will resolve as follows: Invoices received after the close out of the meeting will be sent to SECTION for payment. Revenue received after the close out of the Meeting will be paid to SECTION net of any amounts, if any, then owing by the SECTION to the CNS. Actual expenses will be incorporated into the Meeting budget report.

The CNS on behalf of SECTION, and solely with funds received from SECTION activities such as registration and exhibit sales, will receive, audit, and pay Meeting invoices and expenses, including those from vendors.

Notwithstanding anything in this Agreement or otherwise to the contrary, all expenses for the 2016 Annual Meeting are solely the responsibility of the SECTION. In no event shall the CNS be liable for any such expenses. The SECTION agrees to defend, indemnify and hold the CNS harmless for any claims or obligations arising from or related to the performance of services under this agreement.

### B. Site Selection and Contract Negotiation

The 2016 Meeting site is scheduled for Orlando, FL and has already been secured, negotiated and contracted.

### C. Vendor Contract Negotiation

The CNS will manage, on behalf of the SECTION, all supplier contract negotiations and coordination of requirements. This includes, but is not limited to, ground transportation, cadaver materials, audio visual and technical suppliers, exhibit contractors, decorator/drayage, security, florist, photographer, computers, destination management, social event venues, caterers, and entertainment.

### D. Housing Services

The CNS may, as it deems necessary, contract, on behalf of the SECTION, with a registration and housing services system with the selected Meeting venue and/or 3rd party vendor and develop all necessary housing forms.

## E. Registration Management

The CNS will manage on behalf of the SECTION all aspects of the registration processing via a 3rd party housing/meeting registration vendor and will coordinate the development of registration forms and materials, handling of VIPs and faculty, badge and ticket production, on-site registration, and registration reporting, and processing registration refunds.

## F. Continuing Medical Education Coordination and ACCME Accreditation

### CME Coordination

The CNS will manage, on behalf of the SECTION, tracking of Continuing Medical Education credits and issuing of Continuing Medical Education Certificates of Attendance, and CME data transfer management.

### ACCME Accreditation

The CNS will handle the accreditation process in conjunction with the 2016 Meeting Comprehensive Guide.

The CNS will assist the SECTION in adherence to the ACCME's mission to identify, develop, and promote the standards for quality continuing medical education (CME) utilized by physicians in their maintenance of competence and incorporation of new knowledge to improve quality medical care for patients and their communities.

The SECTION shall complete the CNS Planning Guide 8 weeks prior to the Meeting.

The CNS will manage the following related functions to include but not limited to:

- CNS Planning Document review and follow-up,
- Collection, review and resolution of all conflict of interest (COI) disclosures,
- Review and remediation of all commercial bias in CME content presentations,
- On-site oversight of potential commercial bias and associated follow-up if necessary,
- Moderator bias checklists, onsite disclosure slides, knowledge/competence based pre and post meeting surveys as agreed to with SECTION content experts, and manage the credit claiming process including credit collection, certificate distribution and record maintenance. SECTION representative to work with educational liaison Michele Heaphy to go over CME required documents.
- Meeting satisfaction post meeting survey authoring, administration, collection and analysis.

## G. Meeting Promotion and Marketing

The CNS will prepare and execute an appropriate marketing plan to be implemented in promoting Meeting attendance. The marketing tools recommended will be based on the Meeting venue, demographics for target audiences and committee guidance. This plan will be presented to SECTION upon receipt of the Meeting preliminary scientific program and will include up to two (2) direct mail campaigns and two (2) print advertisements, pending approval of appropriate budget funds by the Section leadership, as well as an e-marketing campaign not to exceed two (2) messages per month during the period 8- through 5-months out from the meeting, four (4) messages per month during the period 4- to 2-months out from the meeting and six (6) messages per month in the final two months of the meeting cycle.

## H. Print Production

The CNS will use its reasonable efforts on behalf of the SECTION to coordinate the development and production of the following Annual Meeting related publications and printed materials:

- Exhibit & Corporate Support Prospectus - Within three weeks of receipt of the approved budget and exhibit/partnership pricing, the CNS will provide the Section with a production schedule for the Exhibit & Corporate Support prospectus, which shall include one round of approval by the Exhibits Chair with a minimum of three days for Chair review. The final prospectus will be published online in its final format and circulated via email to prospects, but will not be printed.
- Preliminary Program Book – Within three weeks of receipt of the approved budget, the CNS will provide the Section with a production schedule for the preliminary program book, which shall include one round of committee approval with a minimum of three days for committee review. Once printed and mailed to prospects, the Preliminary Program will be published online in its final format. While program updates can be incorporated on the website as appropriate, the preliminary program book will not be updated after the final mail date.
- Scientific Program Book/Pocket Guide - Within three weeks of receipt of the approved budget, the CNS will provide the Section with a production schedule for the scientific program book/pocket guide, which shall include one round of committee approval with a minimum of three days for committee review. Once printed and shipped to the meeting, any last minute program changes received up to the week before the meeting can be published in a separate onsite addendum.
- Onsite Signs & Graphics – The CNS will coordinate, within the approved Annual Meeting budget, the production of signs and banners needed onsite for directional purposes and recognition of corporate partners, as well as graphics and structures needed to designate the registration area, exhibit hall entrance and plenary sessions.

## I. Audio Visual Management

The CNS on behalf of the SECTION will partner with a 3<sup>rd</sup> party audio visual management company to coordinate, order, and confirm on-site placement of audiovisual requirements for all sessions, workshops, and courses. Specific speaker requirements will be planned for and accommodated within the CNS' reasonable efforts.

The CNS will have floor plans drawn and authorized for all sessions, workshops, and courses. Floor plans will be available to the SECTION Planning Committee, upon request, approximately six weeks prior to the Meeting, or as soon as reasonably practicable thereafter.

#### J. Exhibit Decorator Management

The CNS will use its preferred exhibit decorator vendor for services for the Meeting and will coordinate, order, and confirm on behalf of the SECTION on-site placement of exhibit hall equipment, to include carpet, booths, poster boards, and signage.

The CNS will have floor plans drawn for the exhibit hall and will provide those plans to the SECTION Planning Committee approximately six weeks prior to the Meeting, or as soon as reasonably practicable thereafter.

#### K. On-site Management

The CNS will be available on-site to facilitate the Meeting from meeting set-up through dismantling. CNS personnel will exercise reasonable supervision of the technical support of the Meeting presentations.

#### L. Abstract Management

The CNS will make available the CNS Online Abstract Management Center and the CNS Digital Poster Center- from submission to grading features offered online.

#### M. Medical Equipment Procurement

Upon receiving the medical equipment requirements from the SECTION Planning Committee, the CNS will coordinate, order and submit payment with appropriate companies to facilitate the delivery, handling, and removal of necessary equipment.

#### N. Web Updates

The CNS website, [www.cns.org](http://www.cns.org), which directly links to [www.spinesection.org](http://www.spinesection.org), will be reasonably available to host all Meeting promotions and registration information for medical attendees and supporting corporate entities (on an optional basis). This includes publication of meeting details, scientific sessions and exhibitor details. All information will be published with the ***Joint Section Meetings*** page of the CNS website, within 3-5 days of the information becoming available.

#### O. Reporting and Real-time Meeting Profiling

The CNS will produce reports and pace meeting attendance weekly prior to the Meeting, as well as provide post-meeting reports that will profile attendees and attendance trends, as well as certain other information relevant to future meetings. Tracking of registration progress will begin a week after opening registration and will continue until final reports are produced. Reports will be sent to the meeting committee beginning 8 weeks prior to the advance registration cutoff date.

#### P. Exhibits and Corporate Campaign

On behalf of the SECTION, the CNS will perform the following with regards to the Exhibit Hall:

- Upon receipt of the final approved budget, the CNS will develop and implement an appropriate sales campaign and associated timeline for the exhibit and corporate support program at the Meeting. The CNS in conjunction with the Section Planning Committee will use its reasonable efforts to establish appropriate exhibit and corporate support revenue milestones within the budget.
- In conjunction with the Section Planning Committee, the CNS will prepare the Exhibit & Corporate Support Prospectus as outlined above, exhibitor service kits and informational, promotional eblasts. The CNS will coordinate the exhibit application process, to include confirmation of all booth payments, invoicing for the collection of outstanding balances, booth confirmations, and all correspondence with pertinent exhibit show information.
- The CNS will use its reasonable efforts to secure competitive prices for the installation of booth equipment, signage, show decorations, light and power requirements via a Request For Proposal process.
- The CNS will supervise and arrange exhibit hall security in accordance with facility and local requirements and the final budget approval, and coordinate the installation and dismantling of the exhibit hall.
- The CNS will manage any necessary labor negotiations with union officials, arrange for and supervise subcontracted services such as cleaning and janitorial service, and arrange for appropriate insurance per venue requirements.

On behalf of the SECTION, the CNS will perform the following with regards to the Corporate Support & Advertising Program:

- Within four (4) weeks of the signed agreement, the CNS will submit to the Section, recommended offerings and pricing for the 2016 the Section corporate support and advertising opportunities. The CNS Staff and the Section will agree on proposed pricing prior to production of any promotional materials related to the corporate sales effort.
- Within three (3) weeks of receipt of both the final approved budget and the final scientific program, the CNS will submit all corporate partner educational grant, sponsorship and advertising requests via the appropriate process for each company.
- The Section agrees that only CNS and the Section leadership may contact corporate representatives in support of the 2016 the Section Meeting exhibits and corporate support program.
- The Section agrees that the CNS will finalize all educational grant forms for all CME support as required by ACCME. All grant agreements will be secured prior to the start of the 2016 meeting.
- The CNS will make, as necessary, scientific program recommendations to the Planning Committee on ways to increase exhibit traffic and increase corporate exhibitor satisfaction.
- Quarterly reports on exhibit and corporate support sales will be submitted to the Planning Committee beginning one week following the Exhibit Application Deadline. A preliminary financial report of the exhibit program will be submitted six weeks after the Meeting or as reasonably practicable thereafter. The final financial report will be submitted twelve weeks after the conclusion of the Meeting or as reasonably practicable thereafter.

## II. Excluded Services

The CNS will not provide any services not directly related to the SECTION Meeting, including services provided for other partnering societies and for database maintenance and management solely for meeting

purposes. If another society is added as a meeting partner society, the SECTION understands that an additional request for proposal would need to be requested from the CNS. If an additional agreement is entered into, the CNS will receive an additional fee to be agreed upon by the parties in accordance with industry standards.

Further, the SECTION understands that successful marketing and promotion of the Meeting will be accomplished through coordination of accurate and current SECTION membership data. If requested by SECTION, the CNS will use its reasonable efforts to develop recommendations for database management services for membership data and dues fee handling, for which, if implemented, the CNS will receive an additional fee to be agreed upon by the parties in accordance with industry standards. SECTION will provide the CNS with membership data as needed to execute meeting management requirements.

### III. Insurance

The SECTION shall be solely responsible for any third party claims or liabilities arising from or related to this agreement and the annual meeting. The CNS shall have no responsibility or liability for any such claims or liabilities.

### IV. Notices

All notices required or permitted to be given by one party to the other(s) under this Agreement will be sufficient if sent by certified mail, return requested, or via nationally recognized overnight carrier with all freight charges prepaid and addressed as follows (or as subsequently noticed to the other party/ parties):

If to CNS:

10 N. Martingale Road, Suite 190  
Schaumburg, IL 60173  
Attn: Deanne Starr

If to SECTION: Marjorie Wang  
Kadlec Regional Medical Center  
1100 Goethals Dr., Richland, WA 99352

### V. Staffing

The CNS will assign points of contact for the SECTION Meeting Management to manage, coordinate, and oversee planning and onsite execution of the Meeting. The points of contact will also serve as the communicators for all of those involved including the Planning Committee and the other CNS staff departments participating in executing this meeting within the CNS Meetings, Marketing, and Corporate Development Departments. Other departments will be invited/included in meetings and conference calls as needed and agreed upon between the Planning Committee and the CNS main point of contact.

### VI. Cancellation of Event

In the event that it is necessary to cancel the Meeting prior to the scheduled opening, due to any cause not within the control of the SECTION, the CNS shall be reimbursed only for actual direct costs incurred by the CNS.

Such direct costs must be evidenced by appropriate documentation.

In the event of such a cancellation, CNS will negotiate on behalf of the SECTION, resolution of all written meeting-related agreements to mitigate potential damages and liability.

Meeting cancellation insurance will be secured by the CNS and will include both the CNS and SECTION as insureds on the policy. The premiums for that insurance will be included as part of the meeting budgeted expenses.

## VII. Agreement Termination

The SECTION may terminate this Agreement based on material non-performance by the CNS, provided that at least (30) thirty days' written notice of such non-performance (specifying in reasonable detail the non-performance and the proposed date of termination) is provided to the CNS with an opportunity to cure such event of non-performance within a reasonable amount of time, which shall not be less than thirty days. Notwithstanding a termination, all incurred expenses and contracted vendor liabilities for the Meeting are and shall remain the sole responsibility of the SECTION. Material non-performance is defined as the level of service provided by the CNS becoming materially below reasonable industry standards.

## VIII. Financial Terms

The SECTION will pay the CNS for meeting management services as described in this agreement. The CNS will be paid by the SECTION accordingly:

\$120,000.00	Flat Management Fee
\$5,000.00	Additional; if medical registrants are 600 or greater
\$5,000.00	Additional; if medical registrants are 700 or greater

In no event shall the aggregate liability of the CNS arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort or otherwise, exceed the total amount paid to the CNS pursuant to this Agreement.

## IX. Governing Law; Arbitration

Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Cook County, Illinois in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction. Each party shall bear its own expenses in any arbitration convened and shall split evenly the costs of arbitration. The SECTION and the CNS hereby unconditionally waive their right to a jury trial of any claim or cause of action among them based upon or arising out of, directly or indirectly, this Agreement, any dealings among them relating to the subject matter hereof or thereof, and/or the relationship that is being established among the parties.

## X. Miscellaneous

### A. Waiver.

Either party's failure in any one or more instances to insist upon strict performance of any of the terms and



conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of any party's right to assert or rely upon the terms of this Agreement.

B. Severability.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

C. Assignment

The rights and obligations of the parties hereunder may not be assigned without the prior written consent of the non-assigning party. This Agreement will be extended to the benefit of, and is binding upon, the successors and permitted assigns of the parties hereto.

D. Force Majeure

Neither party shall be deemed to be in default of any provision of this Agreement for failures in performance resulting from acts or events beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other similar events beyond the parties' reasonable control. Should a force majeure event continue for more than thirty (30) days, any party will have the right to immediately terminate this Agreement as to all or part of the Services provided, or to be provided here under.

E. Confidentiality

This Agreement and its terms (including, without limitation, Section VI) is confidential in nature and may not be disclosed to any third party.

F. Entire Agreement; Amendment

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by the parties. The parties have independently reviewed and approved the terms of this Agreement, and it shall be considered in all respects, including interpretation of its terms, as jointly prepared by the parties. This Agreement specifically supersedes and replaces any and all prior agreements, understandings or discussions, whether written or oral, regarding the subject of this Agreement, including but not limited to the Meeting.

In the event there is a discrepancy between this Agreement and verbal discussions between parties Agreement, this Agreement will govern with respect to all issues.

G. Pre-Existing Contractual Relationships.

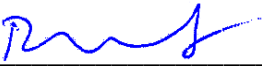
It is acknowledged by each of the parties that there may be existing or future contracts entered between the parties with respect to other matters. Each of the parties hereto acknowledges and agrees that the subject matter of this Agreement is limited to the provision of the Services for the Meeting, and that no obligations of any party contained in this Agreement extend to any other such contracts.

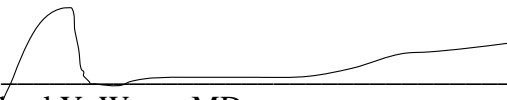
H. Counterparts.

This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

SECTION ON DISORDERS OF THE SPINE AND PERIPHERAL NERVES

By:  \_\_\_\_\_  
Praveen V. Mummaneni  
Title: SECTION Chairman  
Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Michael Y. Wang, MD  
Title: SECTION Treasurer  
Date: \_\_\_\_\_

CONGRESS OF NEUROLOGICAL SURGEONS

By: \_\_\_\_\_  
Regina Shupak  
Title: CNS CEO

By: \_\_\_\_\_  
Ganesh Rao  
Title: CNS Treasurer

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.