

AOSpine Middle East Spine Centers—Guidelines

Introduction

AOSpine Middle East (AOSME) intends to develop a prestigious clinical network. Centers that fulfill the criteria as defined below may be granted the status of AOSME Spine Center.

The Spine Center status indicates that a center provides an AOSME-approved standard of training, education or research. Centers will also be eligible to host AOSpine short-term fellowships and, when applicable, to participate in AOSME research and educational initiatives.

Goals

The intended goals are the following:

- Develop a region-wide network of AOSME Spine Centers
- Induce collaboration across this network
- Deliver high quality AOSME fellowships that benefit the entire AOSME community
- Further develop the AOSME brand's academic standing and visibility throughout the spine care community

Application

Interested centers must complete the application form on the AOSpine website, demonstrating that they meet the following criteria:

Program Director	AOSpine member
Number of cases per annum	200
Number of instrumented cases per annum	100
Minimum number of dedicated spine surgeons	3
Applied, basic or clinical research publications in past 3 years	2

Each center must demonstrate outstanding educational and teaching capabilities. The application must be completed by an AOSpine member working at the center. The application will be submitted to the AOSME Spine Centers & Fellowships Officer.

Authorization & Audit

The AOSME Spine Centers & Fellowships Officer is responsible for the authorization and audit of each Spine Center. He or she will work together with each AOSME Country Council Spine Centers & Fellowships Officer as appropriate.

AOSpine Middle East Spine Centers—Terms & Conditions

Parties

The parties to this agreement are the following:

- AOSpine Middle East, hereafter "AOSME"
- The hospital, clinic or other institution applying for designation as an AOSME Spine Center, hereafter the "Center"

AOSME'S obligations

AOSME has the following obligations:

- Organize short-term fellowships in collaboration with the Center and fellows, for which only the fellows shall receive a stipend to cover their living costs
- Provide AOSME educational materials as necessary, including but not limited to books and audio visual equipment

Center's obligations

- Host and teach fellows for a period of between one and twelve weeks per fellow
- Support each fellow in securing local accommodation and other basic living requirements
- Provide a surgeon tutor/mentor to ensure each fellow is achieving goals mentioned in the application form
- Provide teaching / library facilities and equipment to aid each fellow's training
- Notify AOSpine immediately if the fellow is failing in his/her responsibilities
- Fully complete and return an AOSME 'Spine Center Feedback' form for each fellow
- Ensure that all data provided to AOSME about the Center is maintained at all times as a current, true and fair reflection of the Center's practices and capabilities
- Promote AOSME, including but not limited to the distribution and presentation of AOSME promotional and educational materials and the acknowledgement of AOSME clinical network membership through the Center's own online and print promotional and educational materials
- Allow members of AOSME to attend the Center at any time in an official capacity for the purpose of conducting an audit of the Center

The obligations as indicated above are performed by the Center for no compensation.

Intellectual property

The Center must identify any intellectual property created by an AOSME fellow during his or her assignment at the Center and immediately thereafter inform AOSME, no later than 30 days after identification of the intellectual property.

The Center is obliged to have any and all rights in such intellectual property transferred to the AOSME within the same term (i.e. 30 days after the identification of the intellectual property) to the extent legally possible and without limitation.

Duration

The agreement between AOSME and the Center will take effect only upon approval in writing of the Center's application by the AOSME Spine Center & Fellowships Officer and will remain for a period of 3 years from the date of approval. It can be extended upon re-application and re-approval by the AOSME Spine Center & Fellowships Officer. AOSME may terminate the agreement in writing in the following circumstances, provided that the Center has failed to remedy these circumstances within 30 days after written notice thereof by AOSME:

- In the event that the Center neither fully nor in a timely manner meets its obligations as detailed in this agreement
- In the event that the Center is subject to bankruptcy proceedings, malpractice proceedings or other equivalent adverse events

Confidentiality

Both parties hereby acknowledge that by virtue of this agreement they shall have direct or indirect access to and acquire knowledge of confidential information belonging to the other party. Both parties commit to maintain in confidence all information of the other party and not to use, disclose, reproduce or dispose of any information in any manner other than that expressly provided for in this agreement or upon prior approval in writing by the other party.

Miscellaneous

The Center shall be entitled neither to represent AOSME nor to utilize trademarks of AOSME unless approved by AOSME in writing.

The liability of AOSME in connection with this agreement shall be restricted to the fullest extent possible by law. The Center shall indemnify, defend and hold harmless AOSME, to the fullest extent permitted by law, against any cause of action, all liabilities, losses, costs or expenses (including reasonable fees and expenses of legal counsel) with respect to any claim, whether threatened, asserted, accrued or contingent, by third parties, arising out of the Center's failure to perform its obligations under this agreement in any respect.

Neither party shall assign its rights and obligations under this agreement without the other party's prior written consent.

The parties are and remain independent of each other. It is not the parties' intention to create, and nor does this agreement create, the formation of a partnership, joint venture or similar relationship between the parties.

No amendment or modification of this agreement shall be valid or binding on the parties unless made in writing.

Should any provision of this agreement be invalid or unenforceable, the remaining provisions shall be valid. In the place of an invalid provision, a valid provision is presumed to be agreed upon by the parties, which comes economically closest to the original invalid provision.

All disputes arising out of or in connection with this agreement shall be governed by substantive Swiss law excluding the conflict of law rules and the laws in treaties.

All disputes arising out of this agreement or in connection with this agreement shall be solely and finally settled by a court of arbitration consisting of one arbitrator in accordance with the Swiss Rules of International Arbitration of the Swiss Chamber of Commerce. The place of arbitration shall be Zurich. The court of arbitration shall conduct the proceedings and all awards shall be rendered in the English language.