

# AOSpine Europe Spine Centers – Guidelines

## Introduction

AOSpine Europe (AOSEU) intends to develop a regional clinical network. Centers that fulfill the criteria as defined below may be granted the status of AOSEU Spine Center.

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

## Goals

The intended goals are the following:

- Develop a region-wide network of AOSEU Spine Centers
- Induce collaboration across this network
- Deliver high quality AOSEU fellowships that benefit the entire AOSEU community
- Further develop the AOSEU 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 minimal criteria.

The application process for AOSpine Europe Spine Centers is under the responsibility of the AOSEU Spine Centers & Fellowship Officer.

The following process applies:

1. The program director sends his application form to the Country Council Spine Centers & Fellowships Officer. A copy is sent automatically to the AOSpine EMEA Spine Center Project Manager
2. The Country Council Spine Centers & Fellowships Officer discusses the application with the Country Council.
3. The Country Council writes their recommendation to the AOSEU Spine Centers & Fellowships Officer
4. The AOSEU Spine Centers & Fellowships Officer presents the application at the AOSEU Board meeting and a decision is taken.
5. The AOSEU Spine Centers & Fellowships Officer communicates the final decision to the applicant and the country council.
6. An agreement between the AOSEU Board and the AOSEU Spine Center is signed.

## Authorization & Audit

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

## AOSEU Spine Center Criteria

### 1. Personnel

Program Director has to fulfil the criteria for Master Level (> 10 years of experience in spine surgery).

A minimum of three dedicated spine surgeons is required.

All dedicated spine surgeons including the program director have to be AOSpine members.

### 2. Outpatient clinic

A minimum of two weekly outpatient clinics for spine diseases is conducted, which ensures pre-operative evaluation and post-operative follow-up according to internal standards.

### 3. Amount of surgical interventions

AOSpine Europe requests a minimum amount of 300 surgical cases per year. Furthermore it is required to operate on at least 3 days/week.

As no one single center can cover all pathologies AOSpine Europe offers the below case number guidelines. An applicant for AOSpine Center needs to fulfil at least in three pathologies the minimal amounts given. If an applicant is a highly specialized center, it needs to show a significant increase in cases in the specialized pathology. Only the amount of complete surgeries is counted.

	A Degenerative Diseases	B Tumor Metastasis	C Inflammatory Diseases	D Injuries (Trauma)	E Deformity
Spine Center	190	20	10	50	30

### 4. Research and Education

AOSpine Centers are expected to contribute actively to the development of spine surgery and/or to pass on spine related knowledge and skills.

As contribution are understood: Written scientific publication in books or scientific papers, lectures, communications at congresses, participation of staff as faculty/chairperson in educational courses.

The applicant has to show a cumulated minimum of 6 units/year according to the following guideline:

1 x Scientific publication	<b>3 units</b>
2 x presentations at international congresses	<b>1 unit</b>
4 x presentations at national congresses	<b>1 unit</b>
1 x chairperson role in educational events	<b>1 unit</b>
2 x faculty role in international educational events	<b>1 unit</b>
4 x faculty role in national educational events	<b>1 unit</b>
2 x solicited talk	<b>1 unit</b>

The minimum units could be achieved as example:

1x scientific publication (3 units) + 1 x chairperson role (1 unit) + 2 x presentation at international congresses (1 unit) + 2 x faculty role in international event (1 unit) = Total 6 units/year

Furthermore the applicant needs to show its dedication to continued medical education by having an official teaching program. This can either be in a university setting or having an official residency program in a spine related specialty (e.g. orthopedics or neurosurgery).

#### 5. Fellowship

To be able to continuously host short- or long-term fellowships the applicant needs to be evaluated by the fellows. The overall rating has to be > 75% satisfaction.

#### 6. Re-certification

All AOSpine Europe Spine Centers are certified for three years and can recertify afterwards for two more years. At the end of this period of total five years a new application needs to be submitted in order to retain the certification.

# AOSpine Europe Spine Centers—Terms & Conditions

## Parties

The parties to this agreement are the following:

- AOSpine Europe, hereafter "AOSEU"
- The hospital, clinic or other institution applying for designation as an AOSEU Spine Center, hereafter "the Center"

## AOSEU'S 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 AOSEU 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 AOSEU 'Spine Center Feedback' form for each fellow
- Ensure that all data provided to AOSEU about the Center is maintained at all times as a current, true and fair reflection of the Center's practices and capabilities
- Promote AOSEU, including but not limited to the distribution and presentation of AOSEU promotional and educational materials and the acknowledgement of AOSEU clinical network membership through the Center's own online and print promotional and educational materials
- Allow members of AOSEU 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 AOSEU fellow during his or her assignment at the Center and immediately thereafter inform AOSEU, 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 AOSEU 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 AOSEU and the Center will take effect only upon approval in writing of the Center's application by the AOSEU 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 AOSEU Spine Center & Fellowships Officer. AOSEU 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 AOSEU:

- 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 AOSEU nor to utilize trademarks of AOSEU unless approved by AOSEU in writing.

The liability of AOSEU in connection with this agreement shall be restricted to the fullest extent possible by law. The Center shall indemnify, defend and hold harmless AOSEU, 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.