



STRATEGIC PARTNERSHIP AGREEMENT

North American Spine Society (NASS) and the Società Italiana di Chirurgia Vertebrale & Gruppo Italiano Scoliosi (Italian Spine Society): SICV-GIS

This document outlines a strategic cooperation and partnership agreement between the NASS and SICV-GIS to co-design and execute defined activities that will advance spine care within the Republic of Italy and other defined territories.

April 2022

This Strategic Partnership Agreement, effective the 11 day of May, 2021 is made between the North American Spine Society (“NASS”), an Illinois not for profit corporation, with offices at 7075 Veterans Boulevard, Burr Ridge, Illinois and the Società Italiana di Chirurgia Vertebrale & Gruppo Italiano Scoliosi (Italian Spine Society – SICV-GIS), a nonprofit corporation with offices at Rome (the “Partner”).

1 Background and Purpose

NASS is a tax-exempt nonprofit whose purpose is to foster the highest quality, ethical, value-based and evidence-based spine care through education, research and advocacy. The Partner is also a tax-exempt, nonprofit organization whose purposes are consistent with those of NASS. The purpose of this Agreement is to outline the areas where NASS and the Partner have mutual interest, and may explore ways to collaborate and work together in a formalized manner.

2 Strategic Partner Status

2.1 Charter

NASS wishes to create a Strategic Collaboration Agreement with the Partner for the defined Territory. The Partner shall be authorized, in connection with the activities authorized in this Agreement and subject to the following terms and conditions, to identify itself as a Strategic Partner of NASS. When doing so, the Partner may identify as such: Società Italiana di Chirurgia Vertebrale & Gruppo Italiano Scoliosi, an Italian strategic partner Society of NASS. The Agreement between NASS and the Partner includes a limited right to use certain intellectual property of NASS, such as trademarks or copyrights, subject to the terms and conditions in this Agreement.

2.2 Territory

This Strategic Partnership Agreement shall be for activities consistent with the mission of both NASS and the Partner conducted within the defined geographic territory of the Republic of Italy (the “Territory”). The parties acknowledge that the designation of the Partner as a Strategic Partner of NASS is non-exclusive in the Territory and that both parties, in their sole discretion, may designate other collaborations in the Territory or may sponsor programs, accept members, or perform other activities within the Territory.

2.3 Minimum requirements

There are minimum requirements to become a NASS Strategic Partner – see Exhibit A. These requirements aim to ensure the Partner has the resources and stability to enter into this Agreement. These requirements should be maintained for the duration of the Strategic Agreement.

2.4 Term and renewal

The term of this Agreement is five (5) years from the effective dates listed above, after which it shall automatically renew from year to year thereafter for twelve (12) month periods, unless for reasons “without cause” either party gives ninety (90) days written notice to the other of its intention to terminate the Agreement. Revoking the Agreement “with cause” is handled in Section 9.

3 Membership

Members of the Partner are not automatically members of NASS. Nor are members of NASS automatically members of the Partner. While members of the Partner are encouraged to become members of NASS, upon satisfying NASS' dues and membership requirements, nothing in this Agreement confers automatic membership status.

4 Obligations of NASS

NASS' obligations under this Agreement shall include the following:

4.1 NASS National Chapter

NASS shall take steps to generate interest in a NASS National Chapter within the Territory. A National Chapter will aim to: (1) serve the interests of NASS members in the defined Territory and (2) interact and network with other NASS National Chapters across the globe. The creation of National Chapters is subject to the requirements and processes of the NASS Bylaws and internal policies and procedures.

4.2 Programs, benefits, and services

NASS shall use reasonable efforts to collaborate with the Partner on the areas of mutual interest identified in Exhibit B. NASS will not entertain activities related covered in Exhibit B within the Territory without discussion with the Partner. It is understood by the parties that the activities outlined in Exhibit B will be explored and are areas of mutual interest but neither Party is committed to executing the items in Exhibit B.

4.3 Ambassadors' Forum representation

The Partner may select two representatives of a current member to represent Partner at meetings of NASS' International Ambassadors' Forum during the term of this Agreement. Ideally, the two representatives should be the President and President-Elect of the Partner.

The NASS Ambassadors' Forum has no voting rights or responsibilities within NASS, but is a forum to connect with other International Partners of NASS with the goal of providing feedback to NASS on its international policies and initiatives.

5 Obligations of Partner

Partner's obligations under this Agreement shall include the following:

5.1 Partner status, activities and purposes

The Partner represents and warrants that it is incorporated as a nonprofit corporation (or the equivalent) and is in good standing and tax-exempt under the laws of the Territory, and will remain so at all times during the term of this Agreement. Partner shall conduct all of its activities under this Agreement in accordance with the highest legal and ethical standards and shall have purposes consistent with those set forth in NASS' Bylaws.

Furthermore, Partner and NASS will not perform joint co-branded activities which are not in accordance with NASS' Bylaws and applicable policies and procedures. Neither Partner nor its members shall have any authority to bind or obligate NASS or Partner in any way.

5.2 Compliance with laws

Partner warrants that it has obtained and will continue to maintain at its own expense, all permits, license, and other governmental approvals that may be required in the Territory in connection with its performance of this Agreement.

5.3 Programs and services

Partner shall use reasonable efforts to collaborate with NASS on the areas of mutual interest identified in Exhibit B. It is understood by the Parties that the activities outlined in Exhibit B will be explored and are areas of mutual interest, but that neither Party is committed to executing the items in Exhibit B. Both parties should share with each other a schedule of upcoming meetings, conferences, and programs, as well as other related services and activities that they intend to organize to avoid conflict between activities.

6 User of Trademark and Copyrighted Materials; Confidential Information

6.1 Limited license

Shared Content. The NASS and PARTNER agree to allow both organizations staff and volunteers to share work product created by both parties. Parties may not alter co-created content or work product without express written consent. All work products must include both NASS and PARTNER logos, and if applicable website links. Each organization is free to share the work product with any organization or use the work product for independent educational, awareness and, fundraising efforts. Joint plans, defined by shared deliverables, resources and rewards, will be disclosed and approved by each party. Both organizations agree to share the co-created work product on their respective websites. Any social media posts with co-created work product must include attribution to both organizations.

Ownership and logos. Each organization will retain all ownership rights to any work it creates under this agreement. All SICV-GIS copyrights, trademarks, logos, service marks, text and content of SICV-GIS are and shall remain the property of SICV-GIS. All NASS copyrights, trademarks, logos, service marks, text and content of NASS are and shall remain the property of NASS.

6.2 Intellectual Property

All materials provided by NASS to the Partner for joint activities shall remain the sole property of NASS. All materials provided by the Partner to NASS for joint activities shall remain the sole property of the Partner.

All new materials or new content jointly created by the parties as part of the tasks identified in Exhibit B and are considered "Intellectual Property", shall be owned by both parties.

To the extent it may be necessary, both parties grant each other rights to use “Intellectual Property” without license within the Territory. Additionally, NASS is free to use this “Intellectual Property” without license outside the Territory.

Both parties agree to use its best efforts to protect the name, goodwill, and Intellectual Property of the other party during, and post this Agreement. The Partner shall have the license-free right to use this Intellectual Property after the termination of this Agreement provide there is no use of NASS name or brand or association for an unlimited period.

6.3 Confidential information

Both parties shall, during the term of this Agreement and thereafter, maintain the confidentiality of any or all of NASS’ or Partner confidential or proprietary information or data (collectively, “Confidential Information”). Such Confidential Information shall at all time retain the property of the relevant party and shall be deemed to be furnished to each Party in confidence and solely in connection with Party’s obligations under this Agreement.

Upon termination of this Agreement for any reason, Partner shall immediately deliver to NASS all written documentation, including copies, of or concerning such Confidential Information, shall make no further use thereof, and shall make reasonable efforts to ensure that no further use is made by Partner or its employees, agents, or contractors. Partner’s confidentiality obligations under this Section 6.3 shall survive the expiration or termination of this Agreement.

7 Separate Entities; Indemnification

7.1 Separate entities

NASS and Partner expressly acknowledge and agree that they are, and shall remain, separate entities and that no legal partnership or agency is created by virtue of this Agreement. As such, neither party shall be authorized to incur any liability, obligation, or expense on behalf of the other. Partner is responsible for maintaining its corporate status and tax-exempt status and all other legal and regulatory requirements, including the filing of any corporate tax returns or tax filings, at all times during the term of this Agreement.

7.2 Indemnification

In furtherance of the above intention and agreement, Partner hereby agrees to indemnify and hold harmless NASS, its officers, directors, agents, members, and employees from and against any action, suit proceeding, claim, damage, liability, demand, cost or expense which may arise by reason of any act or omission by Partner, or any of its officers, directors, members, or employees. This indemnity shall require the payment of costs and expenses (including reasonable attorney’s fees) by the Partner to NASS as they occur.

8 Expenses

Each Party bears sole responsibility for its own expenses incurred in connection with this Strategic Partnership Agreement. To the extent the Parties later decide to engage in specific collaborations or projects, the division of any financial responsibility will be decided by a separate written agreement.

9 Revocation or Surrender of Charter

9.1 Revocation of Charter

The charter granted to Partner, with all of its attendant rights and obligations, shall remain in full force and effect for the term of this Agreement, unless revoked by NASS or surrendered by Partner in accordance with the following provisions.

The NASS, through its Board of Directors, shall have authority to revoke Partner's charter if the Board determines that the conduct of Partner is in violation of this Agreement or the provisions of NASS bylaws or policies, whether current or as may be amended from time to time.

Any decision by NASS to revoke Partner's charter shall be initiated by the sending of written notice to Partner specifying the grounds upon which such revocation would be based; provided, however, that the NASS shall give Partner 30 days from such notice to cure any alleged breach of the Agreement or violation. In the event that NASS determines that Partner has not corrected the condition leading to its decision to revoke the Partner's charter, such decision will become final. Partner's status along with its related rights are also revoked upon termination of this Agreement as outlined in Section 2.4.

9.2 Surrender of charter

Partner may surrender its charter by delivering notice of its intention to do so at least 60 days in advance of the effective date of such action. Failure to provide such advance notice shall constitute grounds for immediate and automatic revocation of the charter, without appeal procedures outline in section 9.1.

9.3 NASS' rights after surrender or revocation

After any such surrender or revocation of Partner's charter, NASS shall have the right to notify each NASS member in the Territory of the facts of such surrender or revocation and shall have the right to seek or continue partnerships with other partners in the Territory. In no event shall Partner continue to represent NASS members in Territory. Upon surrender or revocation of Partner's charter, this Agreement shall terminate.

10 Warranty; Limitation of Liability

10.1 WARRANTY

NASS MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) CONCERNING ANY MATERIALS, PROGRAMS, MEMBERSHIP PUBLICATIONS, OR ANY OTHER ARTICLES OR SERVICES PROVIDED UNDER THIS AGREEMENT.

ALL GUARANTEES, WARRANTIES, CONDITIONS, AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, LAW, COMMERCIAL USAGE, OR OTHERWISE, ARE HEREBY EXCLUDED.

OTHER THAN TERMS ALREADY STATED IN THIS AGREEMENT, SICV-GIS-GIS MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) CONCERNING ANY MATERIALS, PROGRAMS, MEMBERSHIP PUBLICATIONS, OR ANY OTHER ARTICLES OR SERVICES PROVIDED UNDER THIS AGREEMENT. ALL GUARANTEES, WARRANTIES, CONDITIONS, AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, LAW, COMMERCIAL USAGE, OR OTHERWISE, ARE HEREBY EXCLUDED.

10.2 WAIVER OF LIABILITY

SICV-GIS-GIS ACKNOWLEDGES AND AGREES NASS SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT SICV-GIS-GIS MAY INCUR FROM ANY CAUSE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE). IN NO EVENT SHALL NASS BE LIABLE TO ANY PERSON FOR LOSS OF PROFITS, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF GOODWILL, OR INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND.

NASS ACKNOWLEDGES AND AGREES SICV-GIS-GIS SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT NASS MAY INCUR FROM ANY CAUSE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE). IN NO EVENT SHALL SICV-GIS-GIS BE LIABLE TO ANY PERSON FOR LOSS OF PROFITS, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF GOODWILL, OR INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND.

11 Miscellaneous

11.1 Entire agreement

This Agreement constitutes the entire agreement between NASS and Partner with respect to this subject matter. This Agreement may be amended only by a writing executed by both parties.

11.2 Controlling law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the United States of America, excluding the United Nations Convention on the International Sale of Goods, if applicable, without regard to its conflict-of-law or choice-of-law provisions. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities hereunder shall be brought only before a federal, state, or local court of competent jurisdiction located within the State of Illinois. Each party hereby consents to the jurisdiction of the federal, state, and local courts located within the State of Illinois.

11.3 English Language

All communications, correspondence, educational materials, and membership publications shall be in the English language, unless otherwise agreed to in writing by NASS.

11.4 Compliance with U.S. Laws

The Partner acknowledges that certain laws of the United States may be applicable to the performance of this Agreement by the parties, such as U.S. export control laws, trade sanctions, antiboycott compliance, and antitrust laws. Without limiting the generality of the foregoing, Partner expressly acknowledges that certain activities in furtherance of such performance, in some circumstances and upon certain findings of fact, may give rise to civil or criminal liability on the part of NASS and its officers, directors, employees or agents under the Foreign Corrupt Practices Act of 1977 of the United States of America (dealing with certain payments to obtain business).

Therefore, Partner hereby agrees that it will not, either directly or indirectly, through its officers, directors, employees, agents, or members, offer, pay or promise to pay, or authorize the payment of any money or thing of value, given or promised, directly or indirectly to any government official, for the purposes of (i) influencing any act or decision of such government official to fail to perform his official functions, (ii) or inducing such government official to use his influence with the government or an instrumentality, in order to assist NASS or Partner in obtaining or retaining business for or with, or directing business to, any person.

11.5 Waiver

Any waiver by either party to this Agreement of any provision shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present or future.

11.6 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, the remaining provisions shall be enforceable to the maximum extent possible.

11.7 Successors and assigns

This Agreement shall inure to the benefit of NASS, its successors and assigns, and NASS may assign all or any portion of this Agreement and its duties hereunder upon written notice of any such assignment. Partner may not sublicense or assign any of its rights or obligations under this Agreement without the written consent of NASS.

11.8 Force Majeure

Neither NASS nor Partner shall be liable for its failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation, or order (valid or invalid) of any governmental body.

11.9 Notices

Any notice contemplated by, or made pursuant to, this Agreement shall be in writing and made by pdf attachment to an email, courier or mail (postage prepaid) addressed or directed to NASS or Partner, as the case may be, at the address shown at the beginning of this Agreement, or such other address as shall be designated by at least ten (10) days prior written notice.

11.10 No third-party beneficiaries

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties and their respective heirs, successors, or permitted assigns.

11.11 Insurance

Each Party shall maintain insurance of a type and amount sufficient to protect itself against any Claims arising from any activities in connection with this Agreement.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first written above

SIGNED

President North American Spine Society
("NASS")

Signature

Name

Edward Dohring, MD

Position

President

Date

11 May 2022

President - Società Italiana di Chirurgia Vertebrale
& Gruppo Italiano Scoliosi ("Partner")

Signature

Name

Bernardo Misaggi

Position

President

Date

11 May 2022

Executive Director
North American Spine Society ("NASS")

Signature

Name

Eric J. Muehlbauer

Position

Executive Director & CEO

Date

11 May 2022

Legal Representative Società Italiana di Chirurgia
Vertebrale & Gruppo Italiano Scoliosi ("Partner")

Signature

Name

Bernardo Misaggi

Position

President

Date

11 May 2022

Exhibit A

As a Strategic Partner, the minimum level requirements are:

1. Partner has been incorporated and operating within the Territory for at least three (3) years.
2. Partner has formal governance and charter documents (e.g., Articles of Incorporation and Bylaws etc.).
3. Partner has an elected board of directors with clearly defined term limits.
4. At least one (1) board members of the Partner are also dues-paying members of NASS.
5. Partner has more than 20 paying members of NASS.
6. Partner has an annual congress/meeting that generates more than \$200,000.
7. Partner has assets of more than \$250,000.
8. Partner agrees to recognize and collaborate with NASS National Chapter(s) in executing activities together.
9. The Partner's representatives on the Ambassador's Forum attend the NASS Annual Meeting.
10. Partner has at least one dedicated employee covering administrative duties.

Exhibit B

The following areas are of mutual interest for collaboration to be further defined. It is understood by the Parties that the activities outlined in this exhibit will be explored, and areas of mutual interest, but neither Party is committed to executing the items at this time.

The two parties can choose which elements on which to collaborate and deliver on an annual or multi-year basis.

The two Parties agree to explore opportunities to collaborate to:

1. Jointly create and deliver co-branded blended-learning Continuing Professional Development materials and programs that can be used by both the Partner and NASS International (NASSi) either within the Territory or agreed other territories respectively.
2. Jointly create a blended-learning co-branded blended-learning Faculty Development Program that can be used by both the Partner and NASSi within the Territory or agreed other territories respectively.
3. Establish a co-branded Medical Training or Simulation Center within the Territory, which shall be run and administered by the Partner. Utilize NASS' expertise and know-how to support operational performance.
4. Perform co-branded Clinical Research projects, form a Clinical Research Network, and offer specialized training programs or pathways to get research published in NASS affiliated journals.
5. Implement co-branded Educational Research projects using aligned data from CPD programs.
6. Establish a co-branded Short Term Fellowship Program run at approved centers within and outside the Territory. The proposed fellowships will be "self-funded", and present no financial burden to either society.
7. Implement and share Registry data to support research projects and evidence-based CPD materials.
8. Create Clinical Guidelines relevant for spine care in the Republic of Italy.
9. Initiate a co-branded Spine Center of Excellence Certificate for application within the Territory.
10. Support on Advocacy Training – this would be to help SICV-GIS develop processes and plans that can support advocacy actions in the Republic of Italy.