

## International Surgical Sleep Society / \_\_\_\_\_ Memo of Understanding

The **International Surgical Sleep Society (ISSS)** is dedicated to advancing excellence in surgical sleep medicine worldwide. It pursues this mission through the education of participants at its annual meetings, the provision of both open-access and member-exclusive educational resources on its website, and the development of training curricula to support best practices in the field.

The **International Surgical Sleep Society (ISSS)** seeks to collaborate with national, regional, and international professional societies to promote the broadest possible advancement of surgical sleep medicine. This Agreement is entered into on \_\_\_\_\_ between the **ISSS International Surgical Sleep Society** and \_\_\_\_\_.

Whereas the **International Surgical Sleep Society (ISSS)** and the \_\_\_\_\_ have mutually agreed to collaborate for scientific and educational purposes; and

Whereas the **International Surgical Sleep Society (ISSS)** and the \_\_\_\_\_ wish to define the terms and conditions governing their collaboration under this Agreement.

Now, therefore, in consideration of the mutual promises and covenants contained herein, the **International Surgical Sleep Society (ISSS)** and \_\_\_\_\_ agree as follows:

### 1. Mutual Promotion

To promote each other's national meetings through the distribution of promotional materials at conferences and courses, announcements on their respective websites, and through customary communication channels, in accordance with the communication strategies of the **International Surgical Sleep Society (ISSS)** and \_\_\_\_\_.

### 2. Meeting Participation and Reciprocal Benefits

The parties acknowledge that, where feasible and mutually agreed upon, opportunities may exist for participation in each other's annual meetings or scientific events. Such opportunities may include, but are not limited to:

- Provision of exhibit or informational table space within the conference exhibit hall;
- A limited number of complimentary or reduced-fee registrations for designated representatives;
- Opportunities to participate in scientific sessions, educational programs, or panel discussions;
- Inclusion in meeting promotional materials or society communications.

The specific benefits and logistical arrangements associated with meeting participation shall be determined on a **case-by-case** basis between the parties and may vary depending on the policies, capacity, and circumstances of each organization and event. Nothing in this Agreement obligates either party to provide such benefits unless separately agreed upon in writing for a specific meeting or activity.

### 3. Educational and Scientific Collaboration

To collaborate in disseminating information regarding new clinical, surgical, and educational initiatives, and to develop joint activities in education and global outreach. These activities may include, but are not limited to, joint webinars and collaborative sessions at annual meetings. In conducting such educational programs:

- a. Each party shall retain all rights, title, and interest in its respective intellectual property of any kind, including patents, copyrights, trademarks, and trade names. Neither party shall use the name or intellectual property of the other without prior written consent.



- b. The parties shall appropriately acknowledge one another's contributions to any materials that are jointly created, produced, developed, or discovered, and shall provide links to relevant content on their respective websites where applicable.
- c. Each party agrees that relevant financial disclosures must be made to learners; that all educational content shall be evidence-based, balanced, free from commercial bias, clinically sound, and shall not promote or recommend any specific commercial interests.

### 3. No Financial Obligation

This cooperative Agreement does not create any financial or employment obligations for either organization. Each party may allocate its own resources to collaborative efforts at its sole discretion.

### 4. Term and Termination

This Agreement shall become effective as of the date written above and shall remain in effect for a maximum period of six (6) years from the effective date. The Agreement shall be reviewed every two (2) years and may be renewed upon mutual written consent of both parties. Either party may terminate this Agreement for any reason upon one (1) month's written notice to the other party.

### 5. Mutual Indemnification

Each party shall indemnify and hold harmless the other from and against any and all actions, liabilities, losses, damages, claims, and demands, including associated costs, expenses, and attorneys' fees, arising out of or resulting from any intentional or negligent acts or omissions of the indemnifying party or its employees or agents engaged in activities under this Agreement. In cases where both parties, including their respective employees or agents, share liability for an event or occurrence, each party shall contribute to the liability in proportion to its relative degree of fault.

### 6. Dispute Resolution

In the event of a dispute arising under this Agreement, the parties shall submit the matter to mandatory mediation and, if necessary, binding arbitration. Each party shall appoint one mediator/arbitrator, and the two selected individuals shall jointly appoint a third. The parties shall first attempt to resolve the dispute through mediation. If mediation does not result in a mutually agreeable resolution, the appointed arbitrators shall resolve the dispute through binding arbitration.

### 7. Planning, Communication, and Timelines

The parties acknowledge that effective collaboration requires clear communication and reasonable planning timelines. Accordingly:

Each organization shall designate a primary liaison responsible for coordination of joint initiatives under this Agreement.

The parties agree to hold periodic planning discussions (at least annually, or more frequently as needed) to review upcoming meetings, collaborative opportunities, and promotional strategies.

Registration timelines, including opening and early registration deadlines for annual meetings, should be communicated to the partner organization as early as practicable, ideally no fewer than six (6) months prior to the meeting.

While the timelines set forth herein reflect good-faith expectations, the parties recognize that adjustments may be necessary due to logistical, regulatory, or unforeseen circumstances. The parties agree to communicate promptly regarding any material changes that may affect joint planning or promotion.

