# Rules and Guidelines



#### I. General Rules

The American Academy of Neurology ("AAN") recognizes outside organizations' important role in the success of its Fall Conference and the need to work together to ensure a wellcoordinated and productive meeting for all attendees. In this spirit, the below General Rules establish the parameters that outside organizations involved in the Fall Conference must comply with. These Fall Conference Rules apply to: 1) "commercial interests" (aka, "industry"), which include any entity developing, producing, marketing, reselling, or distributing health care goods or services, including drugs, devices, services or therapies, consumed by, or used on, patients to diagnose, treat, monitor, manage, and alleviate health conditions; 2) non-profit organizations; 3) and any other companies or organizations participating in the AAN Fall Conference in any capacity (collectively referred to as "Companies").

In addition to complying with these Fall Conference Rules, Companies must comply with the applicable terms and conditions (listed below) for their specific interactions at the AAN Fall Conference. If Companies are unclear about these Rules or the specific terms and conditions, it is their responsibility to seek clarification from the AAN prior to any interaction related to the Fall Conference.

The AAN reserves the right to decline any Company's participation in the AAN Fall Conference for any reason without explanation.

As a condition of participation, every industry representative agrees to observe all AAN policies and guidelines. Violation of AAN policies and guidelines will be reviewed, and sanctions may be applied.

- **A. Conduct:** Representatives of Companies must conduct themselves professionally and treat all AAN Fall Conference attendees equally and with respect, including, but not limited to, compliance with the AAN's *Meetings Anti-harassment Policy*.
- **B. Prohibited Influence:** Industry may not attempt to direct or influence the faculty or content of American Academy of Neurology Institute (AANI) Fall Conference programs or products.
- **C. Use of AAN Property:** All Companies must comply with the *AAN Name and Logo Restrictions* within the AAN's meeting policies.
- **D. Outdoor Advertising:** The AANI does not allow Commercial interest promotion/advertising within 150 yards of the AAN/AANI exposition facility/hotel.
- with all applicable federal and local laws and regulations, including Food and Drug Administration regulations. Companies must abide by all applicable terms and conditions for their interactions at the Fall Conference including, but not limited to, compliance with the AAN's Meetings Anti-harassment Policy and Implementing the AAN Conflict of Interest Policy for CME Programming. Companies should be aware

of the guidelines and codes the AAN and affiliated organizations conform to: Council of Specialty Medical Societies' Code for Interactions with Companies (cmss.org) and the Principles Governing Academy Relationships with External Sources of Support (AAN.com). AAN has the right to request that Companies immediately discontinue an activity or cease distribution of materials deemed inappropriate or noncompliant by the AAN.

- 1. The AAN/AANI does not require commercial interests to provide financial or in-kind support for CME programs in order to market or exhibit in association with AAN/AANI's conferences.
- 2. Commercial supporters may not provide access to, or distribute, CME activities to learners
- 3. The AAN/AANI must distinguish between CME and other activities. Marketing, exhibits, and nonaccredited education developed by or with influence from an ineligible company or with planners or faculty with unmitigated financial relationships must not occur in the educational space within 30 minutes before or after an accredited education activity. Activities that are part of the event but are not accredited for continuing education must be clearly labeled and communicated as such.
- **F. Press Policies:** Companies must comply with all AAN Press Polices located at *AAN.com/pressroom*.



- G "In Conjunction With" ("ICW")
  - Meetings/Events: Companies that wish to hold a meeting or an event affecting Fall Conference attendees that is outside the official AAN Fall Conference Program, whether held at AAN-contracted facilities or in the same metropolitan area as the Fall Conference, must comply with the ICW Rules and contact <code>icw@aan.com</code> for review before promotion and implementation of the ICW meeting or event can occur.
- **H. General Meeting Policies:** General meeting policies and procedures are subject to change to fit the best safety and experience for our attendees. Visit *AAN.com/Fall* to see the latest policies.

# **II. CME Supporter Rules**

- A. Application: The 2023 Fall Conference has an extensive array of educational courses in various therapeutic areas for Companies to support. Each Company providing CME support receives recognition with their organization's name on signage, title slides, and a verbal announcement from the podium. To address the desire to have multiple supporters for programs, the AAN is encouraging a maximum of three supporters for our various CME programs.
- **B. Rules:** Any Company supporting CME at the AAN Fall Conference must not:
  - **1.** Create or influence content for education and scientific presentations;
  - 2. Supplement faculty travel expenses;

- **3.** Approach AAN education and scientific program faculty concerning conference reports or other program summaries; and
- **4.** Create any promotional materials (print, digital, social media, or otherwise) in relation to any AAN activities and/or programs.

#### III. Exhibit Rules

- A. Eligibility: Eligibility to exhibit at the 2023
  Fall Conference is determined solely by the AANI and generally restricted to companies directly related to the neurological/medical field. The AANI reserves the right to decline any exhibit request at its discretion without explanation at any time. The approval to exhibit is not an endorsement by AANI of the exhibitor named on the Exhibit Contract ("Exhibitor" or "Company"), or the Exhibitor's product or service.
- B. Cancellation Deadlines: Cancellations from receipt of booth confirmation through August 18, 2023, will be refunded less a \$50.00 administration fee. Cancellation or reductions of space after August 18, 2023, are responsible for the full cost (100%) of the booth space. All notices of cancellations must be received by AANI in writing. Consideration for exhibit space will only be recorded with receipt of a check or processing of a credit card. Refunds, less applicable cancellation charges, will only be issued upon receipt of cancellation of exhibit space or wait list deposit in the event space does not become available. Refunds will be

- forwarded approximately two weeks after the conference.
- C. No-show Policy: Any booth unoccupied by 11:30 a.m. Friday, October 27, will be determined to be a no-show and the AANI will reclaim the space. The exhibitor must forfeit 100% of the exhibit fee and may be subject to sanctions. The AANI considers a booth unoccupied when exhibitor freight or booth materials are not in the contracted space without a written extension to set up from the AANI.
- D. Intellectual Property: Exhibitor represents, warrants, and agrees that it has obtained written authorization granting it rights in and to any and all names, likenesses, designs, logos, music, artistic works, works of authorship, recordings, materials, devices, performances, ideas, inventions, or any other form of expression protected by patent, copyright, trademark, trade secret or other proprietary right (collectively, "Intellectual Property") associated with the Exhibitor's exhibit.
- E. Compliance: Exhibitor must comply with all applicable federal and local laws and regulations, including Food and Drug Administration regulations including, but not limited to, laws concerning giveaways, drawings, and/or raffles. AANI has the right to request the Exhibitor immediately discontinue an activity or cease distribution of materials deemed inappropriate or noncompliant by the AANI. Any exhibit found not to be in accordance with the federal,



state, and municipal fire regulations will be dismantled.

- The AAN/AANI does not require commercial interests to provide financial or in-kind support for CME programs in order to market or exhibit in association with AAN/AANI's conferences.
- Commercial supporters may not provide access to, or distribute, CME activities to learners.
- The AAN/AANI must distinguish between CME and other activities. Marketing, exhibits, and non-accredited education developed by or with influence from an ineligible company or with planners or faculty with unmitigated financial relationships must not occur in the educational space within 30 minutes before or after an accredited education activity. Activities that are part of the event but are not accredited for continuing education must be clearly labeled and communicated as such.
- F. Use of AAN Property: The AAN/AANI names, insignia, logos, or acronyms, or the AAN Fall Conference name or logo, may not be used by Exhibitor in any manner without the expressed written consent of AANI. This applies before, after, and during the 2023 Fall Conference. The AAN name and logo are registered trademarks of the AAN.
- **G. Booth Activities / In-booth Promotion:** The AAN has the right to request the exhibitor immediately discontinue an activity or cease distribution of materials deemed inappropriate by the AAN. Exhibitors who do

not immediately cease activities are subject to sanction, priority points loss, and may be dismissed from the meeting and without refund. Sanctions may also include loss of exhibiting at future meetings.

- **1.** The following promotional practices are prohibited (this list is not exhaustive):
  - a. PROMOTION OF ANY AND ALL
    AAN EDUCATION AND/OR SCIENCE
    PROGRAMS and ACTIVITIES.
  - b. Press conferences or filming (including use of camera-enabled phones) in exhibit area.
  - c. Use of microphones, unless on AAN approved Presentation Stage.
  - d. Unauthorized giveaway items in compliance with the CMSS Code for Interactions with Companies.
  - e. Illegal Raffles and Drawings. Laws and regulations vary depending on Fall Conference location. The AAN does not provide exhibitors with legal advice.
  - f. Entering the non-public area of another exhibitor's booth without permission.
  - g. Excessive noise levels for prerecorded music or presentations

# H. Display Rules and Regulations:

# 1. General Display Rules for all booths:

a. Displays must not limit the view or otherwise interfere with other exhibitors.

b. No enclosed ceilings are permitted.

#### 2. Linear and corner booths:

- a. Must not exceed 8' in height.
- b. Hanging signs are prohibited for any linear booths.
- c. 8' draped background, 3' sides drapes and corresponding furniture package depending on booth purchase are provided by AAN.

### 3. Island booths/Pavilions:

- a. Require a minimum of four 10' x 10' booths and must not exceed 15' in height.
- b. No suspended signs or lighting are permitted above exhibit space.
- I. Inspection: All exhibit booths will be inspected by AAN staff during setup and throughout the exhibition to ensure exhibits are in compliance with all AAN booth requirements. If adjustments need to be made, any cost incurred to conform to AAN booth regulations will be incurred by the exhibitor. AAN management will monitor the Exhibit Hall concerning compliance with guidelines and management may direct violators to immediately suspend noncomplying or unprofessional activities.

# J. Food and Drug Administration Regulations: Products that require promotion approval by the FDA must receive this approval prior to promotion at the AAN exhibition. Information regarding FDA regulations may be obtained directly from the FDA.



- K. Sales/Solicitation: Sales are permitted on the exhibit floor within assigned booths, provided that all transactions are conducted in a manner consistent with the professional nature of exhibits. All sales and solicitation must be conducted within the confines of the assigned booths and may not be conducted in the aisles or any other area of the Exhibit Hall. Exhibitors are responsible for filing the appropriate state sales tax documents. For additional information, contact your tax advisor.
- L. Privacy Law Compliance: For attendees who allow an exhibitor to scan their badge, it's the exhibitor's responsibility to explain the exhibitor's use of the attendee's personal information and obtain any necessary rights, permissions or consents required by applicable laws and regulations from the attendee at the time the exhibitor scans the badge.

# IV. Industry Therapeutic Updates

- A. Participation: The Industry Therapeutic
  Updates (ITUs) are available to industry
  participants as a venue to present current
  pipeline activity, promote emerging
  therapies, and as an enhanced way
  to reach Fall Conference attendees
  regarding their emerging therapies and
  projects in accordance with the standards
  set for industry by the Food and Drug
  Administration. Industry interested in
  participation must meet the following criteria:
  - 1. 2023 Industry Roundtable Member
  - 2. 2023 Fall Conference Exhibitor

- **3.** Participating company must be a supporter of a 2023 Fall Conference sponsorship or marketing item
- **4.** No CME will be given by any accredited organizations for the programs offered
- **5.** Participating Company must not be an independent continuing medical education company.

#### **B.** General Information:

- 1. Industry representatives may apply to AAN to offer a "Industry Therapeutic Update from respective company" as part of the Industry Therapeutic Updates.
- 2. Meeting space is limited. Approval to participate in the Industry Therapeutic Updates and the meeting space will be assigned on a first-come, first-served basis based on completed online contract.
- **3.** All participants in the Industry
  Therapeutic Update must abide by the
  Rules for Industry & Other Organizations
  at the AAN Fall Conference and these
  ITU Rules.
- C. Participation Fees: Participating Company must pay to participate in the ITU. The participation fee must be paid in full 30 days prior to event date. If the fee is not paid by this deadline, industry will forfeit participation, and the opportunity will be given to the next applicant (in priority order).

# D. AAN Responsibilities:

- 1. Logistical
  - a. The AAN will provide each approved/ paid Industry participant with one

- meeting room in the designated hotel. Each room holds 50+ people in a banquet set (room size information based on information supplied by Encore—the AAN's contracted audiovisual company).
- b. Industry is responsible for all set up and tear-down fees (e.g., hotel, decorator, AV) and must be done based on the timeline set by the AAN.
- c. The AAN may allow participating company to have access to the meeting room early, depending on location. Please reach out to the AAN for more details
- d. The AAN will place one meter board panel advertising the ITU programs in the AAN registration area. Each industry participant is responsible for its own signage outside of the meeting room.
- e. Industry may place one meter panel outside of the meeting room door and one 22 x 28 directional in a hallway leading to the space. The AAN reserves the right to adjust sign locations as needed. Signage must include language specified in the ITU Terms and Conditions. All signs must be pre-approved by the AAN.
- f. The AAN will provide one complimentary pre-registration Attendee List to the participating company for a one-time use in marketing the ITU program to AAN



Fall Conference attendees. Multiple uses or storage of registration list are strictly prohibited. Attendee List must be deleted by participating company within 72 hours of sending one-time email marketing piece. Participating company required to follow the guidelines for the Attendee List.

## 2. Marketing

- a. Industry cannot contact meeting registrants by phone or email in an effort to invite Fall Conference attendees to their ITU event.
   Promotion will be limited to those opportunities outlined in these guidelines.
- b. All communication with meeting participants must receive prior approval from the AAN.

# E. Industry Responsibilities:

# 1. Logistical

- a. Industry is responsible for all expenses associated with their program including audio-visual, food and beverage, setup fees, decorator fees, electrical, labor, etc.
- b. Industry is required to use the AAN's official vendors. Please contact the AAN for a complete listing of approved vendors.
- c The AAN may allow participating company to have access to the meeting room early, depending on

location. Please reach out to the AAN for more details.

# 2. Program, Marketing, and Registration

- a. The Industry program must be entitled "Industry Therapeutic Update from [Insert Company Name]" and must be clearly marketed in that manner. The event must be advertised as an industry program.
- b. The event cannot be advertised as a CME program nor can CME credits be given by any accredited organization.
- c. Industry can focus on current therapies and projects in development. It is Industry's responsibility to be aware and compliant with the FDA Regulations in relation to the information discussed at the Industry's program. Information regarding FDA regulations may be obtained directly from the FDA.
- d. There can be no implication—implied or otherwise—in any promotional materials or onsite materials indicating that Industry's ITU event is part of the AAN Fall Conference Education or Scientific programs and/or endorsed by the AAN.
- e. Each industry participant is responsible for its own signage outside of the meeting room. Industry may place their signage outside of the meeting room door beginning at 6:15 a.m. and all signage must be removed by 8:00 a.m.

f. All promotional pieces (brochures, website, communications) and onsite materials (handouts, signs, etc.) MUST include the fine print below:

This program is NOT accredited for continuing education by any organization. Additionally, Industry Therapeutic Updates program content and the views expressed herein are those of the presenting corporate entity and not of the AAN. These programs are not an official part of the 2023 Fall Conference education or scientific programs, nor are they endorsed by the AAN. The AAN cannot affirm claims pertaining to FDA off-label medication, research use of pre-FDA drugs, or other research information that might be discussed. Industry Therapeutic Updates are industry events.

#### 3. Attendance

- a. Industry's program must be open to all AAN Fall Conference and appropriate AAN staff.
- b. Industry cannot charge any type of fee for AAN Fall Conference registrants to attend.

# 4. Evaluation and Reports

a. The AAN requires Industry to evaluate their individual ITU program by having attendees complete evaluation forms. The AAN will provide questions to be included on the industry evaluation forms. Industry is required to provide the AAN with a summary of the



- evaluation results within 30 days following the AAN Fall Conference.
- b. The AAN also reserves the right to evaluate the ITU by requesting attendees to complete additional evaluation materials, either on-site at the event and/or following the event, if needed.
- c. AAN leadership and staff will attend the ITU events for AAN evaluation purposes.
- F. Intellectual Property: Company represents, warrants, and agrees that it has obtained written authorization granting it rights in and to any and all names, likenesses, designs, logos, music, artistic works, works of authorship, recordings, materials, devices, performances, ideas, inventions, or any other form of expression protected by patent, copyright, trademark, trade secret, or other proprietary right (collectively, "Intellectual Property") associated with the Company's ITU. Company must indemnify, defend, and hold harmless the American Academy of Neurology (AAN), American Academy of Neurology Institute (AANI), and the hotel where the ITU is held, from and against any and all losses, damages, costs, expenses, claims, attorneys' fees or other liabilities arising from, or otherwise attributable to, Company's use of such Intellectual Property or infringement of another party's rights therein.
- **G. Use of AAN Property:** The AAN/AANI names, insignia, logos, or acronyms, or the AAN Fall Conference name or logo, may not be used by Company in any manner without the expressed written consent of AAN. This applies before, after, and during the 2023 Fall Conference. The AAN name and logo are registered trademarks of the AAN.
- **H. Cancellation:** All sales are final. No refunds will be issued for cancellations, and cancellations by company after signing the ITU contract will result in a fee of 100% of the ITU cost. In addition, hotel reserving ITU space may charge company a cancellation fee, at the hotel's discretion.

# V. Marketing and Sponsorship Opportunities Rules

- **A. Consideration:** In consideration of Sponsorship, Sponsor will receive the recognition described on the Sponsorship Contract.
- B. Sponsorship Payment: To secure the Sponsorship, the Sponsor will provide AANI the Sponsorship amount described on the Sponsorship Contract with submission of the Sponsorship Contract. If Sponsor cancels Sponsorship after submission of the Sponsorship Contract, AANI will retain the entire Sponsorship amount.
- **C. Post Reconciliation:** AANI is not required to provide post reconciliation to Sponsor.
- **D. Representative:** Sponsor will designate a representative to serve as the official contact with AANI during Sponsorship.

- E. Promotional Announcements: All announcements related to the Sponsorship must clearly indicate that AANI is the program/product administrator, and that funding support has been provided through a sponsorship arrangement with AANI. Any public and professional materials that claim an association with the program/product or include reference to AANI that are developed by Sponsor must be submitted to AANI for review and approval.
- **F. Prohibited Influence:** Sponsor may not attempt to direct or influence the faculty or content of AANI Fall Conference programs or products.
- **G. Use of AAN Property:** The AAN/AANI names, insignia, logos, or acronyms, or the AAN Fall Conference name or logo, may not be used by Exhibitor in any manner without the expressed written consent of AANI. This applies before, after, and during the 2023 Fall Conference. The AAN name and logo are registered trademarks of the AAN.
- **H. Assignment:** The Sponsorship Contract and the Sponsorship Terms and Conditions may not be assigned by any party without the prior written consent of the other parties.

## **VI. Sanctions**

As a condition of participation in the AAN Fall Conference, Companies must observe the Rules for Industry & Other Organizations at the AAN Fall Conference. Violations of the Rules will be reviewed, and sanctions may be applied.