

CPT® CODE SET PROCESS CONFIDENTIALITY AGREEMENT (“Agreement”)

In consideration of the permission granted to me to participate in the American Medical Association (“AMA”) Current Procedural Terminology (“CPT”) code development process, which may include attendance at or participation in Meetings both in-person or virtual, I, the undersigned, individually and on behalf of the entity (if any) identified in the signature block below (referred to herein as “I”, or “Me/My”) agree to the following:

1. **Purpose.** Concerns about confidentiality could result in less candor in the coding process and by Panel members, Advisors, and applicants, to the detriment of the CPT code set. Accordingly, this Agreement is intended to guard information which is critical to the success of the CPT code development process including protecting the unencumbered exchange of essential information and perspectives. In addition, specific CPT codes, language, and guidelines associated with codes may be modified up to the date of public dissemination by the AMA. Disclosure of Confidential Information can cause significant disruption and confusion for physicians, patients, payers, and third-parties and could cause irreparable injury to the AMA, the Panel, and third-parties.
2. **Definitions.**
 - a. **“Advisor(s)”** – means a Primary Advisor and Alternate Advisor to the CPT Advisory Committee and the Health Care Professionals Advisory Committee (“HCPAC”).
 - b. **“Committee”** – means the CPT Assistant Editorial Board, any other workgroup or committee established by the Panel (e.g., the Digital Medical Coding Committee and Molecular Pathology Advisory Group), and facilitation sessions.
 - c. **“Confidential Information”** – means, in any format, including written or oral:
 - i. A code change application (“CCA”) submitted to the AMA;
 - ii. CCA ballots including Advisor comments;
 - iii. Any specific proposed CPT codes, modifiers, descriptors, cross references, guideline language, parentheticals, and related content, that have not been published or otherwise publicly disseminated by the AMA;
 - iv. Any non-public communication by or between a Panel member, Advisor, or the AMA and (y) another Panel member, Advisor, or the AMA, or (z) an applicant, presenter, commenter, interested party, or other third-party related to a CCA.
 - v. Intellectual property or proprietary information including copyrighted information, trade secrets, business plans, financial information, and customer lists.
 - vi. **In the context of a Meeting, Confidential Information includes:**
 1. The name, affiliation, or any personal or other information that would reasonably identify a Panel member or Advisor in combination with a personal quote or other information about their expressed opinion. (Non-identified or attributed quotes and information are not Confidential Information.)
 2. The name or affiliation of any individual giving testimony. (Non-identified or attributed testimony is not Confidential Information.)
 3. Any oral or written communication occurring in executive or closed session.
 4. Anything else identified as Confidential Information by the Meeting chair(s).
 - d. **“Meeting(s)”** – means any meeting or event, virtual or in person, at which Panel or Committee business is conducted.
 - e. **“Panel”** – means the CPT Editorial Panel.
3. **Confidentiality Obligations.** I agree to maintain as confidential and safeguard all Confidential Information from unauthorized use, access, disclosure, publication, or other dissemination using at least

a reasonable degree of care and will use Confidential Information only as permitted under this Agreement. In particular, I will not: (a) photograph or record (including with AI or other automated notetakers) any Meeting, or (b) alter any Confidential Information to circumvent the purpose and intent of this Agreement. AMA reserves the right to record a Meeting for the purpose of creating minutes and for other business needs, which are maintained in accordance with AMA's record retention policy.

4. **Permitted Activities.**

- a. Without disclosing Confidential Information, I may disclose and otherwise disseminate information about a Meeting including procedural actions taken in an open vote and educational session content.
- b. I may disclose information that has been published or otherwise publicly disseminated by the AMA, including but not limited to the contents of the [Summary of Panel Actions](#).
- c. If an applicant, presenter, or interested party for the same CCA or related CCAs (including a CCA under development), I may collaborate in furtherance of the CCA(s) or as otherwise directed by the Panel or other Committee provided AMA staff are included in all communications and meetings.
- d. When participating in a Meeting as a representative of or on behalf of the organization identified below, I may disclose Confidential Information to employees of that organization for internal use only solely in connection with such organization's coding activities.
- e. I may disclose anything else identified as non-Confidential Information by the Meeting chair(s) or, in the case of facilitation sessions, the Panel reviewers.

I understand that all these activities remain subject to other CPT Panel policies and procedures, including but not limited to the Statement on Lobbying and the Panel Conflict of Interest Policy.

5. **Exclusions from Confidential Information.** Confidential Information does not include information that: (a) was previously in My possession and was not subject to a duty of confidentiality, (b) is lawfully obtained, directly or indirectly, by Me from a third-party not under an obligation of confidentiality, (c) is or becomes publicly available other than as a result of My violation of this Agreement including through publication by the AMA, (d) is developed by Me independently of the Confidential Information received from the AMA or otherwise received in connection with a Meeting, or (e) is required be disclosed by valid legal or court order; provided that, I shall notify the AMA immediately upon receipt of such order and cooperate with AMA's efforts to oppose such disclosure or seek a protective order or other limitations on disclosure. If I remain legally compelled to make such disclosure, I shall only disclose that portion of the Confidential Information that I am required to disclose.

6. **Violation and Waiver.** I understand and agree that a breach of this Agreement may result in action by the AMA, including but not limited to the imposition of sanctions and injunctive or other equitable relief. No delay or omission by AMA in exercising any right under this Agreement shall be deemed a waiver of such right. I understand that additional confidentiality and other legal requirements including for other AMA committees such as the RVS Update Committee may be applicable.

7. **Authority to Bind the Entity.** If I am participating in the Meeting as a representative of or on behalf of the entity identified below (e.g., a specialty society), I agree that such entity is subject to the terms of this Agreement and I certify that I have the authority to bind such entity to this Agreement and acknowledge that the AMA is relying on this certification.

I understand and will abide, personally and on behalf of the organizational entity identified below, by this Confidentiality Agreement.

ACKNOWLEDGED AND AGREED:

Printed Name

Date

Signature

Organization/Entity

Refer questions regarding what constitutes Confidential Information or any other questions regarding this CPT Confidentiality Agreement to the Chair of the Meeting or the AMA Office of General Counsel.