CPT® CODE SET MEETING PRIVACY STANDARDS ("Standards")

In consideration of the permission granted to me to participate in the American Medical Association ("**AMA**") Current Procedural Terminology ("**CPT**") code development process by registering for, attending, or otherwise participating in a Meeting, whether in-person or virtually, 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**. These Standards are intended to protect the unencumbered exchange of essential information and perspectives in the CPT code set process and to ensure that individuals participating in the process are empowered to speak freely without fear of personal reprisal by maintaining certain limited information as private and confidential.

2. **Confidential Information**. The following information, in any format including written or oral, is "**Confidential Information**":

- 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 that was not previously disclosed by the AMA. (Non-identified or attributed quotes and information are not Confidential Information.)
- The name or affiliation of any individual testifying in a Meeting. (Non-identified or attributed testimony is not Confidential Information.)
- Any non-public communication by or between a Panel member, Advisor, or the AMA and (a) another Panel member, Advisor, or the AMA, or (b) an applicant, presenter, commenter, interested party, or other third-party related to a Code Change Application.
- Any communication occurring in executive or closed session of a Meeting.
- Anything else identified as Confidential Information by the Meeting chair(s).
- In addition, photographs or other recordings (including with AI or other automated notetakers) of any Meeting[1] are prohibited.

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 these Standards. Refer questions regarding what constitutes Confidential Information or any other questions regarding these Standards to the Chair of the Meeting or the AMA Office of General Counsel.

3. **Non-Confidential Information**. Use and disclosure of other information that is not identified as Confidential Information is permitted. In addition, 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 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 Standards including through publication by the AMA, (d) is developed by Me independently of the Confidential Information received from the AMA, 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.

4. **Other Process Requirements**. I understand that other Panel and AMA policies and procedures, including but not limited to the Statement on Lobbying and Proper Communications, the Panel Conflict of Interest Policy, and the AMA Code of Conduct and AMA website Terms of Use (as applicable), still apply to my Meeting participation.

[1]The AMA reserves the right to record Meetings for the purpose of creating minutes and for other business needs.

5. **Definitions**.

- **"Advisor(s)" –** means a Primary Advisor and Alternate Advisor to the CPT Advisory Committee and the Health Care Professionals Advisory Committee (HCPAC).
- **"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 session meetings.
- **"Meeting(s)"** – means any meeting or event, virtual or in person, at which Panel or Committee business is conducted.
- **"Panel"** – means the CPT Editorial Panel.

5. **Violation and Waiver**. Upon execution, these are legally binding Standards. I understand and agree that a breach of these Standards may result in action by the AMA and/or Panel, including but not limited to the imposition of sanctions and seeking injunctive or other equitable relief. No delay or omission by the AMA or the Panel in exercising any right under these Standards 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.

6. **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 these Standards and I certify that I have the authority to bind such entity to these Standards.

I understand and will abide, personally and on behalf of the organizational entity identified below, by these CPT Code Set Meeting Privacy Standards.

ACKNOWLEDGED AND AGREED:

_____	_____
Printed Name	Signature
_____	_____
Date	Organization/Entity