

# LETTER OF AGREEMENT

(Form must be typed or printed legibly)

## Regarding Terms, Conditions, and Purposes

Between \_\_\_\_\_ and Maine Chapter, American College of Emergency Physicians

**Title of CME Activity:** Maine Emergency Medicine Leadership Summit

**Location:** Sugarloaf Mountain Hotel, Carrabassett Valley, Maine      **Date(s):** March 6, 2020

**Commercial Supporter:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_      **State:** \_\_\_\_\_      **Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_      **Fax:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

The above company wishes to provide support for the named continuing medical education activity by means of (*please indicate which option*):

1. Unrestricted fee for exhibiting in the amount of \$ 1,250.00
2. Restricted to reimburse expenses for:
  - A. Speaker(s) 1) \_\_\_\_\_ 2) \_\_\_\_\_  
To Include: \_\_\_\_\_ All Expenses      \_\_\_\_\_ Travel Only      \_\_\_\_\_ Honorarium Only
  - B. Support for catering functions (*specify*): \_\_\_\_\_ in the amount of \$ \_\_\_\_\_
  - C. Other (*e.g. equipment loan, brochure distribution, etc.*) \_\_\_\_\_

### CONDITIONS

1. **Statement of Purpose:** The CME program is for scientific and educational purposes only and will not promote the company's products, directly or indirectly.
2. **Control of Content & Selection of Presenters & Moderators:** Sponsor is ultimately responsible for control of content and selection of presenters and moderators. Company, or its agents, will respond only to sponsor-initiated requests for suggestions of presenters or sources of possible presenters. Company will suggest more than one name (if possible); will provide speaker qualifications; will disclose financial or other relationships between company and speaker, and will provide this information in writing. Sponsor will record role of company, or its agents, in suggesting presenters(s); will seek suggestions from other sources, and will make selection of presenter(s) based on balance and independence.
3. **Disclosure of Financial Relationships:** Exhibitor will ensure disclosure to the audience of (a) company funding and (b) any significant relationship between the sponsor and the company (e.g., grant recipient) or between individual speakers or moderators and the company.

4. **Involvement in Content:** There will be no “scripting”, emphasis, or influence on content by the company or its agents.
5. **Ancillary Promotional Activities:** No promotional activities will be permitted in the same room or oblique path as the educational activity. No product advertisements will be permitted in the program room.
6. **Objectivity & Balance:** Sponsor/Exhibitor will make every effort to ensure that data regarding the company’s products (or competing products) are objectively selected and presented, with favorable and unfavorable information and balanced discussion of prevailing information on the product(s) and/or alternative treatments.
7. **Limitations of Data:** Sponsor/Exhibitor will ensure, to the extent possible, disclosure of limitations of data, e.g., ongoing research, interim analysis, preliminary data, or unsupported opinion.
8. **Discussions of Unapproved Uses:** Sponsor/Exhibitor will require that presenters disclose when a product is not approved in the United States for the use under discussion.
9. **Opportunities for Debate:** Sponsor/Exhibitor will ensure opportunities for questioning or scientific debate.
10. **Independence of Sponsor in the Use of Contributed Funds:**
  - a) Funds should be in the form of an educational grant made payable to the Maine Neurological Society.
  - b) All other support associated with this CME activity (e.g., distributing brochures, preparing slides) must be given with the full knowledge and approval of the Maine Neurological Society.
  - c) No other funds from the commercial company will be paid to the program director, faculty, or others involved with the CME activity (additional honoraria, extra social events, etc.).

The Exhibitor agrees to: 1) abide by the CCMEA *Standards for Commercial Support of Continuing Medical Education*; 2) acknowledge educational support from the commercial company in program brochures, syllabi, and other program materials, and 3) upon request, furnish the commercial supporter a report concerning the expenditure of the funds provided.

***AGREED***

Company Representative’s name (print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Maine Chapter, American College of Emergency Physicians Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# MAINE CHAPTER, AMERICAN COLLEGE OF EMERGENCY PHYSICIANS

## EXHIBITOR AGREEMENT

Upon receipt of Exhibit Application Form by the Maine Chapter American College of Emergency Physicians (MEACEP) office assumes that you have read the terms as outlined below and agree to abide by these terms. Application is subject to acceptance by the MEACEP. Written confirmation will be sent upon receipt of Application and full payment.

**Who May Exhibit** – The meeting is intended for those companies that are related to the profession. The MEACEP reserves the right to determine the eligibility of any applicant as an exhibitor according to its Principles of Governing Corporate Support. With a limited number of exhibitors permitted, the MEACEP reserves the right to deny exhibitors after the limit is reached.

**Cancellation** – An exhibitor may cancel or withdraw from the meeting subject to the following conditions: 1) the exhibitor shall immediately file a written notice of intention to cancel or withdraw; 2) if written notice is received 30 days or more prior, the MEACEP shall retain a sum of equal to fifty percent (50%) of the total cost of the reserved exhibit space; and 3) no refunds shall be made on cancellations received less than 30 days in advance of the meeting. Any exhibitor failing to occupy said space by the initial opening of the exhibit area shall forfeit that space and the MEACEP shall have the right to use said space as desired.

**Representatives** – Each exhibit may have two (2) representatives at no additional charge. The MEACEP will accommodate two (2) representatives with food during the meal functions of the meeting while the exhibit is open at no additional charge. Exhibiting companies shall limit the number of representatives working concurrently to three (3) per booth. Representatives beyond two (2) will be charged an additional fee.

**Exhibit Hours** – It is our expectation that exhibitors will keep displays set up for the entire conference, if you need to leave prior to exhibition closing, please let Registration Desk know upfront.

**Hospitality Functions** – Scheduling of private function must be coordinated directly with the MEACEP. There shall not be any exhibitor entertainment, meetings, and/or any other activities aimed at attendees scheduled during exhibit hours or during scheduled meeting events without prior written approval from the MEACEP.

**Exhibit Standards** – Exhibits must conform to the table contracted and must be of such character or arrangement so as not to obstruct the view or interfere with the exhibits of others. All demonstrations and exhibits must be confined to the contracted space. Questionable exhibits shall be modified at the request of MEACEP staff. The fastening of materials to table drapery, building walls, ceilings, floors, carpeting, or columns MEACEP is expressly prohibited. Exhibitors must abide by all applicable Food and Drug Administration (FDA) regulations, including but not limited to any or all approved requirements. Exhibitors are reminded that the FDA prohibits the advertising or other promotion of investigational or unapproved drugs and devices and forbids the promotion of approved drugs or devices for unapproved uses.

**Use of Space** – No sharing, subletting, or assignment of space is permitted. The MEACEP shall have the right to prohibit any exhibit or part of an exhibit that in its opinion is not suitable to or in keeping with the character or purpose of the meeting. Exhibitors are encouraged to verify helium balloon usage with the facility and will be held accountable for any charges resulting from their use.

**Security** – Exhibitors will be responsible for the security of their own exhibit areas and property.

**Service Contractor** – All costs of shipping, cartage, and handling are to be borne by the exhibitor. The MEACEP will supply one table and two chairs; all other services required must be ordered directly from the facility or outside contractor.

**Liability, Insurance and Waiver of Subrogation** – The MEACEP, its staff, directors, volunteers, service contractors, nor the facility shall be held responsible for the safety of exhibits against fire, theft, or property damage, or for accidents to exhibitors or their employees from any cause prior to, during, or subsequent to the period covered by the Application. Exhibitors shall obtain, at their own expense, adequate insurance against such injury, loss, or damage. The exhibitor waives the right of subrogation by its insurance carrier (s) to recover losses sustained under the exhibitor's insurance for real and personal property. Any and all exhibitor charges for services levied by the facility or subcontractors are the responsibility of the exhibitor. The MEACEP is not responsible for payment for any services connected with exhibitor requests and has no authority over any service charges, rental fees, set-up fees, labor contracts, etc., that are required by any venue.

**Music and Amplification** – Due to U.S. Copyright Laws, ASCAP, and BMI licensing requirements no copyrighted music, live or recorded, will be permitted in the exhibit area unless the exhibitor using the material has purchased the appropriate license.

**Matters Not Covered** – The MEACEP reserves the right to rule on all matters pertaining to the meeting, whether expressly mentioned or not, and the exhibitor, by executing Application, agrees that all rulings shall be binding upon both the exhibitor and the Maine Chapter ACEP.