

LETTER OF AGREEMENT

Regarding the Terms and Conditions for a Commercial Exhibit or Advertisement

Activity Title: 14th Annual Phoenix Children's Fetal Cardiology Symposium
Location: Phoenix, Arizona
Date(s) November 7-10, 2024

Between

Phoenix Children's

JOINT SPONSOR/PROVIDER

And

COMMERCIAL EXHIBITOR/ADVERTISER

ADDRESS

CONTACT (Include telephone and e-mail)

COMMERCIAL EXHIBITOR/ADVERTISER wishes to exhibit or advertise at the above Activity for the amount of: \$

CONDITIONS OF EXHIBITION/ADVERTISEMENT

Statement of Purpose: The Activity is for scientific and education purposes only and will not promote the products of COMMERCIAL EXHIBITOR/ADVERTISER, directly or indirectly.

Disclosure of Financial Relationships: SPONSOR/PROVIDER will ensure disclosure to Activity participants of COMMERCIAL EXHIBITOR/ADVERTISER'S funding and any relationship between faculty and COMMERCIAL EXHIBITOR/ADVERTISER.

Location of Exhibit: Exhibit(s) shall be in a location of SPONSOR/PROVIDER'S choosing and must be kept separate from the Activity. The juxtaposition of educational and advertising material on the same products or subjects is not allowed. Promotional materials cannot be displayed or distributed in the education space immediately before, during or after the Activity. COMMERCIAL EXHIBITOR/ADVERTISER may not engage in sales or promotional activities while in the space or place of the Activity.

Attendance at Activity: Representatives of COMMERCIAL EXHIBITOR/ADVERTISER may attend the Activity on a space available basis, as determined by SPONSOR/PROVIDER.

Payment: Funds must be payable to **Phoenix Children's Hospital** ([86-0422559])

COMMERCIAL EXHIBITOR/ADVERTISER will not make payments directly to individuals associated with the activity.

The parties agree to abide by all requirements of the ACCME *Standards for Commercial Support*SM (available at <http://www.accme.org/>).

The parties agree to be bound by applicable state and federal rules governing equal employment opportunity, nondiscrimination and immigration.

The parties agree that should a dispute arise between them concerning this Agreement and no party seeks affirmative relief other than money damages in the amount of Fifty Thousand Dollars (\$50,000) or less, exclusive of interest, costs and attorneys' fees, the parties shall submit the matter to arbitration pursuant to the Revised Uniform Arbitration Act, A.R.S §12-3001 *et seq.* (the "Act"), whose rules shall govern the interpretation, enforcement, and proceedings pursuant to this section. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the parties.

AGREED TO

Name/Title	Signature COMMERCIAL EXHIBITOR/ADVERTISER	Date
<div data-bbox="326 1346 472 1392">Nikki Dillor</div> <div data-bbox="240 1398 558 1444">Symposium Coordinator</div> Name/Title	Signature JOINT SPONSOR/PROVIDER	Date