



LETTER OF AGREEMENT

Regarding the Terms, Conditions, and Purposes of an Educational Grant

Activity Title: 14th Annual Phoenix Children's Fetal Cardiology Symposium

Symposium Location: Phoenix, Arizona

Date(s): From: November 7, 2024 **To:** November 10, 2024

Between

Phoenix Children's

JOINT PROVIDER

And

The Arizona Board of Regents on behalf of the University of Arizona for its College of Medicine - Tucson

DIRECT PROVIDER

And

COMMERCIAL SUPPORTER

ADDRESS

CONTACT NAME

CONTACT TELEPHONE NUMBER

CONTACT EMAIL ADDRESS

COMMERCIAL SUPPORTER wishes to provide support for the above mentioned activity by means of:

An unrestricted educational grant in the amount of:

A restricted educational grant in the amount of:

In-Kind Support (Describe – do not list value):

To reimburse expenses for activity titled:

Grant funds to be expended within 12 months of receipt unless otherwise indicated.

CONDITIONS OF EDUCATIONAL GRANT

Statement of Purpose: The activity is for scientific and education purposes only and will not promote the products of COMMERCIAL SUPPORTER, directly or indirectly.

Control of Content and Selection of Faculty: JOINT and DIRECT PROVIDERS are responsible for all decisions regarding the identification of educational needs, determination of educational objectives, selection and presentation of content, selection of all persons and organizations that will be in a position to control the content of the activity, selection of education methods, and the evaluation of the activity.

Disclosure of Financial Relationships: JOINT and DIRECT PROVIDERS will ensure disclosure to activity participants of COMMERCIAL SUPPORTER'S funding and any relationship between faculty and COMMERCIAL SUPPORTER.

Product Promotion Not Permitted: COMMERCIAL SUPPORTER acknowledges and agrees that product-promotion material or product-specific advertisement of any type is prohibited in or during the activity. Promotional materials 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 SUPPORTER may not engage in sales or promotional activities while in the space or place of the activity.

Independence of Joint Provider in the Use of Contributed Funds: Funds must be an educational grant payable to:

RECIPIENT TAX ID # COMMERCIAL

SUPPORTER will not make payments directly to individuals associated with the activity.

Joint Provider Agrees:

- To utilize educational grant for the specified purposes only.
- To acknowledge educational support from COMMERCIAL SUPPORTER in appropriate announcements.
- To furnish DIRECT PROVIDER and COMMERCIAL SUPPORTER with a report of the expenditure of the funds upon request.

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.

This Agreement is subject to cancellation under Arizona Revised Statutes section 38-511 regarding conflict of interest on the part of individuals negotiating contracts on behalf of the State of Arizona.

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.

The parties recognize that the performance by the Arizona Board of Regents for and on behalf of The University of Arizona may be dependent upon the appropriation of funds by the Legislature of the State of Arizona. Should this Legislature fail to appropriate the necessary funds or if the DIRECT PROVIDER's appropriation is reduced during the fiscal year, the Board of Regents may reduce the scope of the Agreement or cancel the Agreement without further duty or obligation. The Board agrees to notify the COMMERCIAL SUPPORTER as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.

AGREED TO

| | | |
|----------------------|--|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Name/Title | Upload Signature (.jpg,.gif) or sign by pen | Date |

COMMERCIAL SUPPORTER

| | | |
|---|--|----------------------|
| <input type="text"/> Symposium Coordinator | <input type="text"/> | <input type="text"/> |
| Name/Title | Upload Signature (.jpg,.gif) or sign by pen | Date |

JOINT PROVIDER

| | | |
|----------------------|--|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Name/Title | Upload Signature (.jpg,.gif) or sign by pen | Date |

DIRECT PROVIDER

The Arizona Board of Regents on behalf of the University of Arizona for its College of Medicine - Tucson