

**EDUCATIONAL EVENT FUNDING  
 COMMERCIAL SUPPORT/EXHIBITOR/GRANT AGREEMENT**

MORE Foundation is committed to presenting Continuing Education (“CE”) activities that promote improvements in healthcare, independent of the control of commercial interests. As part of this commitment, MORE Foundation has outlined in this Commercial Support Agreement (this “**Agreement**”) the terms, conditions, and purposes related to Commercial / Exhibitor Support provided in connection with the CE Activity.

<b>Title of Educational Activity:</b>		
<b>Activity Location:</b>	<b>Activity Date(s):</b>	
<b>Name of Commercial Interest providing Grant/Exhibitor/Commercial Support:</b>		
<b>Is Commercial Interest an Ineligible Company per <a href="#">ACCME guidelines</a>:</b>	<b>Yes</b>	<b>No</b>
<b>Purpose of Event Funding (Complete All That Apply Below):</b>		
<input type="checkbox"/> Exhibitor Fees (provide level and value)		\$
<input type="checkbox"/> Educational Grant, Unrestricted		\$
<input type="checkbox"/> Educational Grant, Restricted (list restrictions):		\$
<input type="checkbox"/> Speaker Honoraria (list restrictions if applicable):		\$
<input type="checkbox"/> Speaker Expenses (Itemize/Restrictions)		\$
<input type="checkbox"/> Meeting Expenses (Itemize/Restrictions)		\$
<input type="checkbox"/> Other (Itemize)		\$
<input type="checkbox"/> In-Kind (Itemize)		
<b>TOTAL:</b>		<b>\$</b>

<b>In consideration of the amount of support provided, the Commercial Entity shall receive:</b>	
<input type="checkbox"/>	<b>Per the attached prospectus:</b> _____ (enter type/level of support/description)
<input type="checkbox"/>	<b>As listed:</b>

<b>For CME Committee Use Only</b>		
<b>Confirm commercial interest is appropriately categorized as ineligible company.</b>	<b>Yes</b>	<b>No</b>
<b>Confirm use of funds (commercial support/grant/advertisement) and consideration is clear.</b>	<b>Yes</b>	<b>No</b>
<b>Reviewed by (Name/Initial):</b>		

### Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** For purposes of this Agreement:
  - a. "CE Activity" means the activity described in the foregoing table.
  - b. "Commercial Support" means financial, or in-kind, contributions given by a commercial interest which is used to pay all or part of the costs of a CE activity. The Commercial Support provided in connection with the CE Activity is set forth in the foregoing table.
  - c. "Commercial Interest" means the entity identified in the foregoing table.
2. **Incorporation of Standards.** The parties hereby agree that, by this reference, the terms set forth in "Standards for Integrity and Independence in Accredited Continuing Education," a copy of which is attached hereto (the "**ACCME Standards**"), are hereby incorporated into this Agreement by this reference. As a result, the parties agree to abide by the ACCME Standards in their entirety in connection with the CE Activity.
3. **Independence.** The parties hereby acknowledge and agree that:
  - a. The CE Activity is for scientific and educational purposes only and will not promote any specific proprietary business interest of the Commercial Interest.
  - b. MORE Foundation is 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 CE, selection of education methods, and the evaluation of the CE Activity.
4. **Use of Commercial Support and Educational Grants:**
  - a. MORE Foundation will, in its sole and absolute discretion, make all decisions regarding the disposition, disbursement, and use of the Commercial Support.
  - b. The Commercial Interest will not require MORE Foundation to accept advice or services concerning teachers, authors, or participants or other education matters, including CE Activity content, as conditions to receiving the Commercial Support.
  - c. All Commercial Support associated with the CE Activity is being provided with the full knowledge and approval of MORE Foundation. The parties acknowledge and agree that no other payments shall be given to the director of the activity, planning committee members, teachers or authors, joint sponsor, or any other individuals or entities involved with the CE Activity.

- d. MORE Foundation will, upon request, furnish the Commercial Interest with documentation detailing the receipt and expenditure of the Commercial Support.
  - e. Any unrestricted funds not used for the educational event may be used for other educational purposes consistent with the charitable mission of the organization.
5. **Commercial Promotions.** Without limiting the generality of Section 2 of this Agreement, the parties hereby acknowledge and agree that commercial promotions during the CE Activity will be restricted in a manner consistent with Standard 4 of the ACCME Standards.
  6. **Incorporation of Exhibitor Rules and Regulations.** The parties hereby agree that, by this reference, the terms set forth in the Exhibitor Rules and Regulations, a copy of which is attached hereto are hereby incorporated into this Agreement by this reference. As a result, the parties agree to abide by the Exhibitor Rules and Regulations in their entirety in connection with the CE Activity if being an Exhibitor is part of the prospectus.
  7. **Disclosure.** The MORE Foundation will ensure that all financial relationships will be disclosed to the CE Activity participants prior to the beginning of the CE Activity. The disclosure will not include the use of a corporate logo, trade name, or a product-group message.
8. **Contact Information.**

**Name of Accredited Provider: MORE Foundation**

Contact Person: **Marc Jacofsky, PhD**      Email Address: **cme@more-foundation.org** Fax  
 Phone Number: **623.537.5642**      Number: **855.270.5472**

**Educational Provider:**

Contact Person:      Email Address:  
 Phone Number:      Fax Number:

**Name of Commercial Interest**

Address:      ,  
 City, State, Zip:  
 Contact Person:      Email Address:  
 Phone Number:      Fax Number:

9. **Miscellaneous.** This Agreement will be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to choice of law principles. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which, when taken together, will constitute one and the same instrument. This Agreement may be amended only in writing that is executed by both parties. Any inconsistencies between the terms set forth in this Agreement and the ACCME Standards, as amended, will be resolved in favor of the ACCME Standards.

**[Signatures appear on the following page.]**

This Educational Commercial / Exhibitor / Grant Support Agreement has been executed and delivered by the parties, and is effective as of the last date set forth below.

**Commercial Interest:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Entity Name

\_\_\_\_\_  
Date

**Accredited Provider:**

\_\_\_\_\_  
Signature

Marc Jacofsky, PhD, Executive Director  
\_\_\_\_\_  
Print Name & Title

MORE Foundation  
\_\_\_\_\_  
Print Entity Name

\_\_\_\_\_  
Date

**Educational or Joint Provider:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Entity Name

\_\_\_\_\_  
Date

## Exhibitor Rules and Regulations

### 1. ASSIGNMENT OF SPACE

Musculoskeletal Orthopedic Research and Education Foundation (hereinafter "MORE") and/or its joint educational provider may at its discretion accept or reject any request or agreement for Exhibit Space and reserves the right to relocate or reassign exhibit space at any time. Agreements received will be assigned on a first come, first-served basis. The primary consideration in the assignment of space to exhibitors shall be in the best interest of MORE and/or its joint educational provider. Space determinations are also contingent upon a receipt of Agreement with the corresponding funds; the size of exhibit space requested; physical layout and characteristics of space at the event; and compatibility of exhibitors. All applications for space must be filed on the Agreement. Please keep a copy for your records. Each exhibiting company must have contiguous booths, unless other set-up is approved by MORE and/or its joint educational provider discretion.

### 2. CONTINUING EDUCATION

The exhibitor will not require MORE and/or its joint educational provider to accept advice or services concerning faculty, authors, or participants or other education matters, including educational content, as conditions to receiving exhibitor support. Product promotion material or product specific advertisement of any type is prohibited in the educational space or before, during, or after continuing education activities.

### 3. PAYMENT, CANCELLATIONS & REFUNDS

Prices of exhibit space are indicated on the Support Opportunities Application or Prospectus. Agreements submitted on or before six months prior to the event, must be accompanied by payment in the amount of 50% of the total space rental charge to secure exhibit space. Contracts submitted after six months prior to the event must be accompanied by payment in full. Make all checks payable to MORE Foundation (Tax ID Number 27-0170045) OR its joint educational provider as directed.

All cancellations must be made in writing and emailed to MORE Foundation at [cme@more-foundation.org](mailto:cme@more-foundation.org) or its joint educational provider. A charge of 50% of the space rental will be made on all cancellations made any time up to six months prior to the event. A 100% cancellation fee applies before six months prior to the event.

If for any reason beyond MORE's and/or its joint educational provider control, the event must be canceled, shortened, delayed or otherwise altered or changed, exhibitor understands and agrees that all losses and damages which it may suffer as a consequence thereof are its responsibility and not that of MORE, its Board of Trustees, its joint educational provider, or employees. Exhibitor understands that it may lose all monies it has paid to MORE and/or its joint educational provider for space, as well as other costs and expenses it has incurred, including travel to event, setup, lodging, freight, employee wages, etc. Exhibitor, as a condition of being permitted by MORE and/or its joint educational provider to be an exhibitor at an event, agrees to indemnify, defend and hold harmless MORE, its Board of Trustees, employees, agents of service contractors, or its joint educational provider from any and all loss, which exhibitor may suffer as a result of event cancellation, duration, delay or other alterations or changes caused while or in part by any reason outside MORE's and/or its joint educational provider's control.

4. SUBLETTING OF EXHIBIT SPACE & CARE OF BUILDING

Exhibitors are prohibited from assigning or subletting any part of the space allotted to them. Exhibitors may not exhibit, or permit to be exhibited in their space, any merchandise or advertising materials which are not part of their own products, or those of their subsidiaries.

5. EXHIBITOR CONSIDERATIONS

All exhibitor considerations are outlined and will be provided to exhibitors at no additional charge. No credits will be issues for considerations not utilized. MORE and/or its joint educational provider will make every effort to help exhibitors utilize all benefits as outlined in the package/prospectus.

6. SPACE SET-UP, CONSTRUCTION RULES & REGULATIONS

Exhibitors must abide by all the facility rules and regulations of the event center. All display rules and regulations outlined by the International Association of Exhibitors and Events (IAEE) in "Guidelines for Display Rules and Regulations" (2014 Update) apply.

7. EXHIBITOR SERVICES SHIPPING INSTRUCTIONS

Contact the MORE and/or the joint educational provider regarding arrangements to deliver exhibits directly to the exhibit area.

8. EXHIBITOR LIABILITY, INDEMNIFICATION & INSURANCE

Exhibitor always remains solely responsible for the safety of its personnel and property during transit to and from event and within the event location. By signing the Agreement, the exhibitor waives and releases any claims or demand it may have against MORE and/or its joint educational provider for reason of injury, any damage or loss of any of its personnel or property. Exhibitor agrees that it will indemnify, defend and hold MORE and/or its joint educational provider harmless against all claims on account of injury to any person to the extent that any such injury was caused wholly or in part by any act or omission of exhibitor or any agents, employees, contractors, guests, licensees or invitees. The terms of this provision shall survive the termination or expiration of this Agreement. This indemnification of MORE and/or its joint educational provider by exhibitor is effective unless such injury was caused by the sole negligence or gross negligence or willful misconduct of MORE and/or its joint educational provider. If MORE and/or its joint educational provider is made a party to any litigation commenced by or against exhibitor, or relating to the lease or the premises leased hereunder, then exhibitor will pay all costs and expenses, including attorneys' fees, incurred by or imposed upon MORE and/or its joint educational provider by reason of litigation. MORE and/or its joint educational provider recommends that exhibitor obtain its own insurance at its expense for loss or damage to property or injury to persons and cover its obligation under this paragraph 8. In no event shall the exhibit facility or its owners, MORE, Board of Trustees, its joint educational provider or employees be liable to the exhibitor or any third party hired by or otherwise engaged by the exhibitor for any lost profits or any other indirect, special, punitive, exemplary, incidental or consequential damages, including attorneys' fees and costs, arising out of this application and agreement or connected in any way with use of or inability to use the services outlined in this application and agreement or for any claim by exhibitor, even if any of the MORE and/or its joint educational provider parties have been advised, are on notice, and/or should have been aware of the possibility of such damages. Exhibitor agrees that MORE's and/or its joint educational provider sole and

maximum liability to exhibitor regardless of the circumstances shall be the refund of the exhibit booth/table fee. Exhibitor agrees to indemnify and defend MORE and/or its joint educational provider from any claims brought by a third party hired by or engaged by the exhibitor for any amount beyond the exhibit booth/table fee. Further, exhibitor agrees to pay all attorney's fees and costs incurred by MORE and/or its joint educational provider arising out of or in any way related to this application and exhibit. Exhibitor shall be solely responsible for its attorney's fees and costs.

#### 9. CARE OF BUILDING

Exhibitor is liable for any damage caused by fastening displays or fixtures to the building floors, walls or columns, or to standard booth equipment or for damage caused in any other manner. Exhibitors may not use paint, lacquer, adhesives or any other coating on the building columns, floors or standard booth equipment.

#### 10. HOSPITALITIES

When there is no other official MORE planned activity, companies may use their discretion in offering hospitality functions for registered MORE and/or its joint educational provider attendees. At no time may hospitalities be offered during MORE educational session hours or other official functions designated by MORE and/or its joint educational provider as part of the event. MORE and/or its joint educational provider will have control of assignment of all meeting space contracted with the event venue and will release space to exhibitors on a first-come, first-served basis. An exhibitor sponsored hospitality and function must be pre-approved by MORE and/or its joint educational provider.

#### 11. HANDOUTS/GIVEAWAYS/SELLING/PRODUCT DEMONSTRATION

Exhibitors who distribute items to participants are expected to adhere to the professional environment of the MORE educational event. Items should be limited to those routinely produced for sale that can be used in a professional setting or during the educational event. All educational materials that offer continuing education credit must have approval of MORE Continuing Education Committee. Items considered appropriate for distribution are educational materials, bags, pens, pencils, luggage tags, calendars, note pads, mugs and key chains. Balloons, noisemakers and tobacco products are prohibited as well as other items at the discretion of MORE and/or its joint educational provider. MORE and/or its joint educational provider and the Exhibitor agree that the purpose of the Exhibition is exclusively for the education of persons attending the educational event and will conduct themselves accordingly. Selling is allowed at the exhibit however, exhibitors are required by state laws to be solely responsible for the collection and remittance of any sales or other taxes imposed on them. If models are utilized for product demonstration, their conduct and manner must adhere to the professional environment of the educational event. Gimmicks such as clowns, mimes, jugglers, cartoon characters, etc. are generally not approved in product or booth demonstrations.

#### 12. EXHIBITOR REGISTRATION

Advance exhibitor registration is provided to all exhibitors. All exhibitors are required to register/sign-in. The number of complimentary badges your company receives is outlined in the supporter options. Additional exhibit only badges are at the cost designated for each event. Exhibitors may pick up their

badge onsite at the registration counter. "No Show" badges are non-refundable. Admission to the educational event is by badge only.

### 13. SPECIAL REGULATIONS

**MINIMUM AGE FOR ADMISSION:** Children under the age of 18 are not permitted in exhibit or educational area at any time.

**NO SMOKING POLICY:** MORE's policy is No Smoking. Therefore, smoking is not allowed within the exhibit area including installation and dismantle. All exhibitors are required to obey local fire ordinances.

**AMERICANS WITH DISABILITIES ACT:** Exhibitors shall be responsible for compliance with the Americans with Disabilities Act of 1992 with regards to their booth/table space, including, but not limited to wheelchair access and alternate formats of collateral materials. Further information regarding ADA compliance is available at [www.usdoj.gov/crt/ada/infoline.htm](http://www.usdoj.gov/crt/ada/infoline.htm).

**AUDIO-VISUALS:** Audiovisual presentations must be arranged so that aisles are not blocked.

**COURTESY:** The right and privileges of an exhibit shall not be infringed upon by any other exhibitor. Interviews, demonstrations, distribution of literature, etc. must be made from inside the exhibitor's space. Exhibitors may not enter another exhibitor's space or photograph/ investigate another exhibitor's products at any time without the express permission of that exhibitor.

**CANVASSING:** Canvassing outside the exhibitor space is forbidden. Vendors and/or exhibitors may not distribute materials to other exhibitors at any time. All business must be conducted from within each exhibitor's space.

**CONDUCT:** Unethical or unprofessional conduct or infraction of rules on part of the exhibitor or its representatives will subject the exhibitor or both to dismissal from exhibit area. In this event, it is agreed no refund shall be made by MORE and/or its joint educational provider.

**MUSIC:** Exhibitors are responsible for establishing any necessary license agreements for copyrighted music within the exhibit space or hospitality functions. Music must be kept at a level so as not to disturb or interfere with the other exhibits.

**HOTEL ACCOMODATIONS:** Information regarding hotel accommodations will be provided upon request. Exhibitors are responsible for making their own hotel reservations.

**INTERPRETATION:** The rules and regulations outlined are to be construed as part of the Agreement for Exhibit Space. MORE reserves the right to interpret them as well as make final decisions on all points the rules and regulations do not cover.

**PHOTOGRAPHS AND RECORDINGS:** Registration and attendance at or participation in the Exhibition, or MORE meetings and other activities constitutes an agreement by the Exhibitor on behalf of its employees, agents and contractors to MORE's and/or its joint educational provider use and distribution (both now and in the future) of the image or voice of Exhibitor, its employees, agents and contractors in photographs, videotapes, electronic reproductions, or audiotapes of such events and activities.

**PRODUCT LOGO VS. COMPANY LOGO:** For general supporter recognition, a company logo is required. The company logo will be kept separate from all MORE event educational pages/material. A product logo can be placed on a non-educational sponsored item as supporter recognition. A product logo cannot be used for general recognition (overall educational event banners, Web page, publications, etc.). The product logo can be a logo only, and cannot contain any quantitative or comparative language, price information or other indications of savings or value, an endorsement or an inducement to purchase, sell or use the product or service.

LOGO REQUIREMENT AND USE – If supporting, to ensure that your company receives the highest quality logo recognition, MORE and/or its joint educational provider must receive your logo in a Vector-based .eps format, as well as in a high resolution .jpg format. Logo size may be based on the following criteria: the level of support (this will determine size of logo in relation to other logos on general support signage).

MORE and/or its joint educational provider reserves the right to expel and eject any exhibitor and bar it from future participation for conduct detrimental to the educational event, MORE’s and/or its joint educational provider’s sole judgement, whose decision shall be binding upon the exhibitor. Likewise, MORE and/or its joint educational provider shall have the right to levy fines against exhibitors who violate the above rules and regulations in a monetary sum up to \$2,500 and reserves the right to eject the exhibitor in addition to the assessment of the fine.

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**Applicable ACCME Standards:**

**“Standards for Integrity and Independence in Accredited Continuing Education”  
Are Reproduced on the Following 8 Pages and Available for Download at:**

**<https://accme.org/publications/standards-for-integrity-and-independence-accredited-continuing-education-pdf>**

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