

**LETTER OF AGREEMENT FOR EXHIBIT SPACE AT LSU CME ACTIVITY
LOUISIANA STATE UNIVERSITY SCHOOL OF MEDICINE, OFFICE OF MEDICAL EDUCATION (OME)**

This document is a letter of agreement for LSU School of Medicine CME(the accredited provider), and the exhibitor to the educational activity identified below, plus any educational partners involved in the planning and implementation of this CME activity:

Title of the CME activity to be presented:		
Date and Location of the CME activity:		
Name of exhibitor:		
Name of exhibitor representative completing this agreement:		
Mailing Address:		
Telephone #:	Fax #:	Email:
Name(s) of exhibit representatives attending conference:		
LSUCME will supply the following:	<u>1</u> Table(s) Electricity Needed? Yes No	
Fee: Please make payable to LSU School of Medicine New Orleans	\$	
Please note any requests/comments:		

CONDITIONS

Independence, Purpose of and Control Over the Educational Activity: The activity shall be independent and non-promotional, focused on educational content, and free from commercial influence or bias. Information presented about commercial products shall be objective and based on scientific methods generally accepted in the medical community. LSUCME and its joint provider (if applicable) shall maintain full control over the planning, content, quality, scientific integrity, implementation, and evaluation of the activity, and over the selection of speakers, moderators, authors, or other faculty for the activity. The **provider** 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 CME, selection of education methods, and the evaluation of the activity. Exhibitor shall not engage in scripting, targeting points for emphasis, or other actions designed to influence the content of the activity.

Arrangements and Attendance for commercial exhibits or advertisements: The arrangements for commercial exhibits or advertisements cannot influence planning or interfere with the presentation, nor can they be a condition of the provision of commercial support for LSUCME activities. Exhibit fees shall be set by LSUCME for each activity and will be standard for that activity; potential exhibitors shall have equal access to purchasing exhibit space (first come-first serve). All exhibitors must be in a room or area separate from the education and the exhibits must not interfere or in any way compete with the learning experience prior to, during, or immediately after the activity. Commercial interest representatives may attend LSUCME activities at the discretion of LSUCME or joint provider for the direct purpose of the representatives' own education; however, they may not engage in sales or marketing activities while in the space or place of the educational activity.

Additional Costs: Exhibitor will pay all shipping expenses, hotel surcharges and any other additional costs incurred by it in connection with its exhibiting at the LSUCME Activity;

Use of Exhibit Space: Exhibitor will not sublet, assign or apportion the whole or any part of its exhibit space. No exhibitor may permit any other party to exhibit in its space any goods other than those manufactured or handled by the contracting exhibitor in the regular course of its business, or permit the solicitation of business by others within its space. Advertising material or signs of persons or firms other than those actually engaging the space are prohibited.

Exhibit Schedule & Access: Meeting attendees expect exhibits to be available for viewing for the duration of all sessions of the CME Activity. Your paid exhibit fee entitles you to exhibit for all day(s) and LSUCME strongly encourages you to do so. If you are unable to staff your exhibit for the entire time, you hereby agree to place a visible sign indicating your available hours/days of exhibit. Exhibitor badges will only permit access to the exhibit area.

Liability: Neither the LSUCME and/or their affiliates shall be liable for any damage to, or for loss or destruction of any exhibit or property of an exhibitor, and/or injuries to any person arising out of or in connection with exhibitor's exhibiting during the LSUCME Activity; and undersigned hereby expressly agrees that it is liable for same and has been advised to secure and/or maintain insurance coverage for same. Exhibitor further hereby agrees to protect, indemnify and hold harmless the LSUHSC, and/or their affiliates from any and all claims, liability, damages or expenses asserted against them or incurred by them as a result of, or in connection with, any loss of or damages to property or injury to persons resulting from, arising out of, or in any way connected with the acts of exhibitor or its agents, servant or employee. It is further hereby agreed that in no event shall the Institute be liable to exhibitor for any lost business opportunities or any other type of direct or consequential damages alleged to be due from a breach of this agreement found by a court of competent jurisdiction. Further, it is hereby agreed that the sole liability of LSUCME for any breach of this agreement shall be for the refund of all amounts paid by the exhibitor to the Institute pursuant to this contract, as an exclusive remedy.

Exhibit Space Specifications: Exhibitor's exhibit space will consist of (one) 6" foot table in the exhibit area unless otherwise requested and agreed to by LSUCME on which exhibitors materials may be placed. No freestanding exhibit or material, equipment, devices, etc. may be exhibited. Exhibitor will be assigned its location by LSU CME; such location is in the sole discretion of LSU CME and, if applicable, their joint provider.

Compliance: Exhibitor agrees to comply with the policies, without limitation, rules and regulations applicable to commercial exhibitors at LSUCME activities, including such of the FDA, AMA and joint provider's policies and Exhibitor further hereby represents and agrees that the products and services it will exhibit meet FDA guidelines and standards, or/ are FDA approved, as applicable.

Cancellation or Reduction of Exhibit Space: Notification of Exhibitor's decision to cancel or reduce exhibit space must be submitted in writing to LSU CME at the above address. If Exhibitor cancels or reduces space 90 days or more prior to the CME Activity, Exhibitor hereby agrees to pay LSU CME 30% of its exhibit fee as liquidated damages. If Exhibitor cancels or reduces space less than 90 days prior to the CME Activity, Exhibitor hereby agrees to pay LSU CME 100% of its exhibit fee as liquidated damages.

No Show Policy: If Exhibitor fails to occupy its exhibit space at the agreed upon time and place, Exhibitor will have been deemed to cancel its exhibit space contract and hereby agrees to pay the LSU CME 100% of its total exhibit fee.

Cancellation By Institute: It is mutually agreed that in the event the CME Activity is cancelled due to causes beyond the reasonable control of, then and thereupon this Agreement will be automatically terminated and the LSU CME shall determine on an equitable basis any refund of, or portion thereof, the exhibit fee, after due consideration of expenditures and commitments already made.

X _____
Signature of Exhibitor Representative Date

X _____
Laura J. Bell, Director of Continuing Medical Education, LSU School of Medicine Date

X _____
Signature of Educational Partner Representative (if applicable) Date