

ASCPT: Partnership Terms and Conditions

These rules and regulations are a bona fide part of the contract for partnerships with the American Society for Clinical Pharmacology and Therapeutics, hereinafter referred to as ASCPT.

ASCPT reserves the sole right to render all interpretations, amend and enforce these regulations and to establish any and all further regulations not specifically covered below to assure the general success and wellbeing of ASCPT and its members. Each Partner, Partner employees, and Partner contractors, agrees to abide by these regulations and by any amendments or additions hereafter made by ASCPT. ASCPT reserves the right to decline, prohibit, deny access, or remove any Partner, which in its sole judgment is contrary to the character, objectives, and best interests of ASCPT or suitable for its attendee audience. This reservation includes, but is not limited to, any violation of any public policy or these rules and regulations and extends to persons, things, printed matter, products, and conduct.

Eligibility: ASCPT Partnerships are open to organizations whose products or services are scientific and must be for use in or related to clinical pharmacology and therapeutics and/or translational science.

US Food and Drug Administration Compliance: ASCPT requires that all Partners must be in compliance with the US Food and Drug Administration regulations regarding all products, devices, and/or services regulated by the US Food and Drug Administration. ASCPT reserves the right to refuse applications of concern not meeting standards required or expected as well as the right to curtail Partners or parts of Partnerships that reflect against the character of ASCPT. ASCPT's decision and interpretation shall be accepted as final in all cases.

1. PAYMENT OF PARTNERSHIP. Payment is due in full within thirty (30) days of invoice and/or prior to deliverables detailed in Partnership agreement.

2. CANCELLATION AND REFUNDS. Due to the limited, and in some cases, virtual nature of ASCPT Partnerships, cancellations or reduction of Partnership agreements are not allowed. It is expressly agreed by the Partner that in the event they fail to pay the amount agreed upon within the agreement or fail to comply with any other provisions contained in these rules and regulations, ASCPT shall have the right to reassign the confirmed Partnership options. In the event of a default, as set forth in the previous sentence, the Partner shall forfeit as liquidated damages, the amount paid for the Partnership, regardless of whether or not ASCPT enters into another Partnership for the options involved.

In case an in-person component of an event shall not be held for any reason whatsoever, then and thereupon, the in-person deliverables of the Partnership shall transition to an online format. In such case, ASCPT will offer online deliverables of commensurate value. No refunds or credits will be provided.

3. PARTNERSHIPS AND ELIGIBILITY: ASCPT reserves the right to determine the eligibility of any company for inclusion as Partner. Acceptance of this contract should in no way be construed as an endorsement by ASCPT of the Partner company, its products, services, or speaker(s).

4. PARTNER AUTHORIZED REPRESENTATIVES. Each Partner must name at least one person to be the representative in connection with delivery of the organization's Partnership deliverables.

5. GENERAL OPERATION OF PARTNERS. ASCPT reserves the right to restrict the operation of, or sever completely, any Partner which, in its sole opinion, detracts from the general character of ASCPT.

Use of Certain Property. Partner will assume all costs arising from the use of patented, trademarked, or franchised materials, devices, processes, or dramatic rights used on or incorporated in the Partnership. Partner shall indemnify, defend, and hold harmless ASCPT, their officers, directors, members, agents, and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees, and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

Copyright Licensing. Partner is solely responsible for obtaining any required licenses to broadcast, perform, or display any copyrighted materials including, but not limited to music, video, and software. Partner shall indemnify and hold harmless ASCPT (and facility if in person) against cost, expense, or liability which may be incident to, arise out of, or be caused by Partner's failure to obtain requisite license.

Promotional Activities. All promotional activities or other demonstrations must be confined to the limits of the Partner's assigned meeting space or online medium provided during the assigned time(s) detailed in the Partnership agreement. No firm or organization will be permitted to solicit business outside of Partner's designated meeting space or online medium within the time limit detailed in their Partnership agreement.

Social Activities. Any social function or special event planned by a Partner at an in-person meeting must be pre-approved by ASCPT. Partner agrees to withhold sponsoring hospitality suites/rooms or other functions during official ASCPT scientific session content. Distribution of materials is not permitted to in-person attendee sleeping room doors, ASCPT meeting rooms, or anywhere else in facility and virtually via online communication or outreach not initiated by ASCPT.

6. IN-PERSON EVENT OPERATION OF PARTNERS.

Alcoholic Beverages or Food. Partners may not serve food or beverages in the meeting space except with the written permission of Show Management and must use the facilities' catering.

Direct Sales. No retail sales are permitted within the meeting space at any time, but orders may be taken for future delivery.

Contests, Drawings and Lotteries. All unusual promotional activities are prohibited. Use of so called "barkers" or "pitchperson" is strictly prohibited.

Literature Distribution. All demonstrations or other activities must be confined to the limits of the meeting space detailed in the Partnership agreement. Distribution may be made only within the space assigned to the Partner. No advertising circulars, catalogs, folders, or devices shall be distributed in the aisles, meeting rooms, registration areas, lounges or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during the event. Trade publications may be distributed from their assigned space, but automatic distribution is prohibited. Shopping bags are prohibited.

Live Animals. Live animals are prohibited.

Partner Representatives. Partner representatives must be properly registered, wear badges/identification. Partner representatives must be current employees of the company they are representing.

Irregular Activities. All giveaway items with the exception of plastic bags, pens, pencils, luggage tags, pocket calendars, and the Partner's product must be submitted for approval to Show Management eight (8) weeks prior to the opening of the exposition. Noise makers of any kind will not be permitted. All Partners distributing approved "stick-ons" may not place the "stick-ons" on the attendees' badges.

Scientific Posters. Partners are not allowed to display scientific posters anywhere throughout the meeting space. All posters must be submitted through the proper ASCPT channels and undergo peer review and approval by ASCPT.

6A. PARTNERS & PUBLIC POLICY. Each Partner is charged with knowledge of all State, County, and City laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while participating in an in-person ASCPT Meeting. Compliance with such laws is mandatory for all Partners and the sole responsibility is that of the Partner. No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped, or otherwise affixed to any pillars, doors, walls, or other parts of the building. Any and all damages, losses, expenses, and/or costs resulting from failure to observe this notice or neglect shall be payable by the Partner. ASCPT and service contractors have no responsibility pertaining to the compliance with laws and public policy for the individual Partner's space, materials, and operation. Should a Partner have any questions about the application of such laws, ordinances, and regulations, ASCPT will endeavor to answer them. Partners must comply with City and State fire regulations.

All exits, hallways, aisles, and fire control apparatus must remain clear and unobstructed at all times.

6B. LIABILITY AND INSURANCE. All property of the Partner remains under the Partner's custody and control in transit to and from the meeting facilities. Neither ASCPT, its service contractors, nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of Partners from theft, damage by fire, accident, vandalism, or other causes. The Partner expressly waives and releases any claim or demand the Partner may have against any of them by reason of any damage to or loss of any property of the Partner. Partner agrees to be fully

responsible to pay for any and all damages to property owned by the meeting facility or its owners or managers, which result from any act or omission of Partner.

Partner agrees to defend, indemnify, and hold harmless, the meeting facility, ASCPT, and their respective owners, managers, officers or directors, agents, employees, subsidiaries, and affiliates from any damages or charges resulting from Partner's use of the property. Partner's liability shall include, without limitation, all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the partner, its agents, employees, and business invitees which arise from or out of the Partner's occupancy and use of the meeting facilities or any part thereof.

6C. INDEMNIFICATION. Partner agrees that it will indemnify, hold, and save ASCPT whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against ASCPT on any account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of the Partner or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the meeting facility leased hereunder with the express or implied invitation or permission of Partner, or when any such injury or damage is the result, proximate or remote, of the violation by Partner or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by the Partner, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder.

Such indemnification of ASCPT by Partner shall be effective unless such damage or injury may result from the sole negligence, gross negligence, or willful misconduct of ASCPT. Partner covenants and agrees that in case ASCPT shall be made a party to any litigation commenced by or against a Partner or relating to this lease or the meeting facility leased hereunder, then the Partner shall and will pay all costs and expenses, including reasonable attorneys' fees and court costs, incurred by or imposed upon ASCPT by virtue of any such litigation.

Property Damage. ASCPT shall not be responsible for any loss of or damage to property of the Partner, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion, or other insurable casualty, and Partner expressly waives any claim for liability against ASCPT with respect to any such loss or damage. Accordingly, it shall be the responsibility of Partner to secure its own insurance or otherwise protect itself and its property against such loss or damage.

7. WAIVER. ASCPT shall not be deemed to waive any of its rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by ASCPT. No delay or omission by ASCPT in exercising any of its rights shall operate as a waiver of such rights and a waiver of such rights in writing on one occasion shall not be construed as consent to or a waiver of any right or remedy on any future occasion.

8. ATTORNEYS' FEES. Should ASCPT find it necessary to employ an attorney or attorneys to enforce any of the provisions of this agreement, or to protect in any manner its interest or interests under this agreement, ASCPT, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges, and expenses, including attorneys' fees.

9. AMERICANS WITH DISABILITIES ACT. Partners acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their deliverables accessible to handicapped persons. Partners shall also indemnify and hold harmless ASCPT and meeting facility/online platform against cost, expense, liability, or damage which may be incident to, arise out of or be caused by partners failure to comply with the Act.

10. ASCPT STATEMENT ON DIVERSITY, EQUITY, AND INCLUSION. ASCPT is committed to fostering an environment of diversity, equity, and inclusion. We believe the advancement of science and medicine for the benefit of patients and society depends on inclusion of diverse voices and viewpoints. We will continually strive to be a Society where every person can present their whole self with confidence. We are committed to recognizing and promoting research, collaborations, and efforts that highlight dimensions of diversity. We welcome people of every race, ethnicity, sexual orientation, gender expression, age, geographic region, spiritual tradition, socio-economic status, disability status, culture, and professional experience level. Many people in underrepresented populations face barriers to inclusion. We will constantly strive to reduce barriers to inclusion and amplify underrepresented voices by providing space for their input and ideas to be heard and given consideration equally.

11. OTHER REGULATIONS. Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of ASCPT. **ASCPT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED PARTNERS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH PARTNER AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. PARTNERS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF ASCPT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM ANNUAL MEETING AND/OR THEIR PARTNERSHIP DELIVERABLES WITHOUT REFUND OR OTHER APPEAL.**