



This agreement is between The National Medical Association and Sponsor.

Thank you for supporting NMA 2023 Colloquium, March 24 - 27, 2023, at The Mayflower Hotel in Washington, D.C., USA.

The National Medical Association reserves the right to revise any aspect of this sponsorship to preserve the integrity and professional atmosphere of the meeting.

The National Medical Association is NOT responsible for electronic malfunctions to digital presentations.

**Sponsor Responsibilities:**

- Contributor is to provide content in the required electronic formats. Change in format will not be accepted by the National Medical Association.
- Confirmations include sponsored item specifications and deadline dates.
- Sponsorship does not include the cost for graphic design or artwork.

**Terms and Conditions:**

- The National Medical Association shall have complete independence in the use of the contributed funds.
- The parties reserve the right to review and amend the agreement throughout the duration of the agreement. All amendments will be mutually agreed to by the parties in writing.
- The Sponsor agrees to abide by the Code of Ethics of the National Medical Association and that the sponsor's actions will in no way impede the Association's mission to improve the care of patients and present objective, up-to-date information to members of the medical community.
- The Sponsor agrees to adhere to the National Medical Association statement pertaining to [Industry Relations](#).
- To ensure high-quality educational activities, all provider hosted programs and activities are developed using the guiding principles of the [ACCME Standards for Integrity and Independence in Accredited Continuing Education](#) and the National Medical Association's Interactions with [Industry document](#). The Association requires all industry partners to follow the PhRMA, AdvaMed, and ACCME rules, regulations, codes, and/or guidelines as appropriate.
- NMA 2023 Colloquium is a policy, scientific, and social issues education-based forum. The sponsor agrees to maintain the professional atmosphere of the forum and reflect the objectives of said forum.
- If appropriate, the sponsor must disclose if a product is not approved in the United States for the use as presented.

**Cancellation by Sponsor:**

- No refunds are provided for NMA 2023 Colloquium.
- In the event the sponsor wishes to cancel their sponsorship, upon approval from the National Medical Association, the funds may be transferred to a similar or like opportunity.

**Cancellation by NMA**

- Sponsorship Item(s)
  - The provider may cancel the sponsorship item(s) at any time.
  - If the provider cancels the sponsorship item(s), it may reallocate some or all of sponsor's contributed money to a different item(s) with sponsor's consent.

- Force Majeure
  - Notwithstanding the foregoing, the provider shall not be liable for refunding any money that sponsor has contributed for sponsorship item(s) at the time of cancellation (of either the sponsorship item(s) or NMA 2023 Colloquium) if such cancellation is due to a Force Majeure event (as defined below), making the event, in the sole discretion of the provider, impossible, illegal, or commercially impracticable the performance of the provider under this Agreement.
  - As used herein, a “Force Majeure event” shall mean the performance of this Agreement by either Party is subject to acts of God, war, government regulations, disaster, strikes, civil disorder, diseases, and pandemics (to include COVID-19), World Health Organization travel advisory or travel alert, terrorism, complete curtailment of transportation, or other emergencies making it illegal or impossible to substantially perform this Agreement. In such an event, prompt notice shall be given by the Party canceling pursuant to this section. The Party seeking cancellation of performance under this provision must exercise due diligence and take all reasonable steps to avoid, remove and overcome the effects of the force majeure event. For the purpose of this section, terrorism is defined as acts of person(s) acting with the intention of causing or resulting in serious bodily injury through the use of violence or other force applied unto others, within the United States, or which is directed toward the overthrowing or intimidating of the United States government by violence or other force. War is that which is declared by Congress.
  - This agreement is automatically terminated in the event the National Medical Association (NMA) 2023 Colloquium is cancelled due to force majeure or causes that are beyond reasonable control. As used herein, a “Force Majeure event” shall mean any cause or circumstance beyond the provider’s control making it illegal, impossible or commercially impracticable to hold the event or which otherwise has a materially adverse effect on the ability of the provider to perform its obligations under this Agreement, including, but not be limited to: fire; casualty; flood; epidemic; World Health Organization travel advisory or travel alert; earthquake; volcanic eruption; explosion or accident; blockade embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; act or threatened act of terrorism, strike, lockout, boycott or other labor disturbance; Venue cancellation, inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessary supplies or equipment; local, state or federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or acts of God.
  - Should NMA transition to a Virtual Colloquium only, all funds received for the NMA 2023 Colloquium will be automatically transferred to the NMA 2023 Virtual Colloquium. If an all-virtual event takes place, NMA will work with exhibitors to provide a virtual exhibiting experience that is equivalent to the financial commitment made for the live forum. Should an exhibiting company choose not to participate in the NMA 2023 Colloquium, a refund will be provided minus a 20% non-refundable administrative fee. NMA reserves the right to amend or cancel this agreement at any time based on consideration of expenditures and commitments already made.
  - NMA, A. Fassano & Company, and all contracted providers are not responsible for any major cyber-attacks including distributed denial-of-service attacks, attacks using undocumented backdoors and such extraneous and irresistible attacks.

**Agreement & Signature**

We have read and agree to abide by the sponsorship rules and regulations for 2023 NMA Colloquium stated in this agreement in their entirety. We have either completed above credit card information for the total sponsorship cost or have requested an invoice in ‘Payment Method’ dropdown. If invoice for payment requested, we are obligated to pay the invoice amount upon receipt of invoice per the net terms included in said invoice. Failure to do so shall result in an assessment of a late payment fee and may result in cancellation of the sponsorship purchase.

This agreement is valid through March 28, 2023.