



CEC

ASTCT FALL CLINICAL EDUCATION CONFERENCE

for APPs, NURSES and FELLOWS
SEPTEMBER 23-25, 2021

The American Society for Transplantation and Cellular Therapy (ASTCT) is proud to announce the 8th Annual ASTCT Fall Clinical Education Virtual Conference, taking place September 23-25, 2021. This multi-day digital experience for APPs, nurses, fellows and junior faculty will be focused on the care of blood and marrow transplant and cell therapy patients.

ASTCT invites you to participate as a partner at this expanded virtual conference experience. Partners will have the opportunity to highlight their products and services, as well as engage with attendees through video chat and polling capabilities, embedded original videos and published marketing collateral in the Solution Center on the virtual event platform. Partners will also have access to the education sessions, where they can hear from leaders in the field of blood and marrow transplantation and immunotherapies.

Please contact
Angie Dahl
for additional
information at
adah@astct.org
or **(312) 673-4833**.

PARTNERSHIP OPPORTUNITIES

Benefits & Pricing	Solution Center Listing \$3,000	Gold Partner \$7,500	Presenting Partner \$10,000
Product theater (45 minutes, including Q&A)			X
Company logo on registration website & orientation email			X
Company logo in rotating banner on main event page		X	X
Recognition in daily welcome video		X	X
Display company logo, description, & URL	X	X	X
Complimentary full conference registrations	2	4	5
Opportunity to provide embedded videos (total allowance)	3	5	6
Opportunity to provide downloadable marketing collateral	X	X	X
Opportunity to create polls for attendees	X	X	X
Opportunity to provide social media listings	X	X	X
Chat capabilities with attendees	X	X	X
Access to real-time performance analytics	X	X	X
Gamification opportunity	X	X	X

APPLICATION FOR PARTNERSHIP OPPORTUNITY

Please complete and submit this application to adah1@astct.org.

Contact Information

All correspondence will be sent to the company contact according to the information listed below.

Company Name _____

Company Contact _____

Company Address _____

Phone Number _____ E-mail _____

Payment Information

Partner Option/Fee (Check One)

- Presenting Partner - \$10,000
- Gold Partner - \$7,500
- Solution Center Listing - \$3,000

Payment Type

Full payment is required with contract and no refunds will be made on cancellations Please indicate your method of payment below:

Check

Please make check payable to American Society for Transplantation and Cellular Therapy (referencing CEC 2021 on the check) and remit to the following address. Must include a copy of invoice or contract with check.

American Society for Transplantation and Cellular Therapy (CEC 2021)
Lockbox #775638
350 East Devon Avenue
Itasca, IL 60143

Credit Card

Payment by credit card will be completed online. A link to submit your credit card payment will be on your invoice.

Agreed To and Acknowledged by Company

Company Contact: _____ Title: _____

Signature: _____ Date: _____

Agreed To and Acknowledged by ASTCT

Contact: _____ Title: _____

Signature: _____ Date: _____



RULES & REGULATIONS FOR PARTNERS & SPONSORS

This Contract is to participate in the 2021 Clinical Education Conference for APPs, Nurses, and Fellows over the dates of September 23 - 25, 2021 ("CEC"), as a Partner. The individual signing this Contract represents and warrants that he/she is duly authorized to execute this binding Contract on behalf of the participating company. By signing, the participating company agrees to be bound by the terms and conditions below. The participating company agrees that upon acceptance of this Contract by ASTCT, with or without appropriate payment of the participation fee and further action by the participating company, this Contract, together with the terms and conditions below, (collectively "this Contract") shall become a legally binding contract between ASTCT and providing company ("Partner").

1. PAYMENTS, CANCELLATIONS & REFUNDS

A deposit of 50% of the total costs of a reserved tabletop or sponsorship must be submitted within 30 days of submitting a signed contract. After August 20, 2021, full payment is required with contract and no refunds will be made on cancellations. Receipt of payment does not oblige ASTCT to accept a contract as binding. ASTCT retains the option of returning funds.

Credit card payments can be made online using American Express, Discover, MasterCard or Visa. Make all checks payable to CEC and remit to the following address via the U.S. Postal Service:

American Society for Transplantation and Cellular Therapy (CEC 2021)
Lockbox #775638
350 East Devon Avenue
Itasca, IL 60143

No Partner will be allowed to participate in CEC unless payment in full is received prior to the start of the event. ASTCT Event Management and ASTCT reserve the right to hold or revoke access privileges to the virtual platform for any Partner with an unpaid balance and to instruct all official contractors to deny goods and services.

2. CANCELLATION & CHANGES IN PARTICIPATION BY PARTNER

Cancellation and changes in participation level must be directed via email to ASTCT provided that the cancelling Partner obtains confirmation of ASTCT's receipt of the email on or before the cancellation deadline. For cancellations received between Contract submission and Friday, August 20, 2021, refunds, less an administrative fee of \$100 per tabletop will be made at the conclusion of the conference. No refunds will be granted if cancellation is received after Friday, August 20, 2021, and companies are liable for contracted total.

3. CANCELLATION OR CHANGES TO CEC BY ASTCT

If the conference is cancelled, shortened, delayed, dates changed, or otherwise altered or changed, ASTCT will not be held liable for expenses incurred by the Partner.

4. SUBLETTING PROHIBITED

Partner, as a condition of being permitted by ASTCT to be a Partner in CEC, agrees to indemnify, defend and hold harmless ASTCT, its directors, officers employees, agents and subcontractors from any and all loss which Partner may suffer as a result of CEC cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside ASTCT's control. The terms of this provision shall survive the termination or expiration of this Contract.

5. ELIGIBILITY TO PARTICIPATE

A Partner's eligibility to participate in CEC must remain in effect from the time of submission of the Contract to the time of CEC and should ASTCT determine that a Partner which it had previously determined was eligible to participate in CEC is no longer eligible to do so, ASTCT may notify the Partner and may terminate the Application and Contract without liability upon written notice to Partner. Partners are prohibited from assigning or subletting a listing or any part of the space allotted to them nor shall they showcase or permit to be showcased in their listing any products or advertising materials for other companies.

6. SUBLETTING PROHIBITED & PROMOTIONAL ACTIVITIES

Partners are prohibited from assigning or subletting or sharing any part of their listing nor shall they showcase any products or advertising materials which are not a part of their own regular products, or which are not compatible with the purpose and/or character of CEC as determined by ASTCT in its sole discretion.

Further, Partners shall not engage in any promotional activities which ASTCT determines to be outside the purpose and/or character of CEC as determined by ASTCT in its sole discretion.

7. INTELLECTUAL PROPERTY MATTERS

The Partner represents and warrants to ASTCT that no materials used in or in connection with their listing infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Partner) or other intellectual property rights of any third party. The Partner agrees to immediately notify ASTCT of any information of which the Partner becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Partner agrees to indemnify, defend and hold ASTCT, its officers, directors,

employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorney's fees) arising out of or related to claims of infringement by Partner, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.

Notwithstanding the foregoing, ASTCT, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Partner. The terms of this provision shall survive the termination or expiration of this Contract.

8. USE OF ASTCT NAME

ASTCT, CEC, and the event logo are registered trademarks owned by the ASTCT. Participation by a Partner in CEC does not entitle the Partner to use such names or logos, except that the Partner may reference the CEC and use the event logo with reference to the Partner's participation in CEC. Participation in CEC does not imply endorsement or approval by ASTCT of any product, service or participant and none shall be claimed by any participant.

9. INDEMNIFICATION

Partner agrees that it will indemnify, defend and hold ASTCT, their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Partner, its employees, agents or contractors; b) the failure by Partner, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Partner, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of ASTCT by Partner is effective unless such injury was caused by the sole gross negligence or willful misconduct of ASTCT. Partner agrees that if ASTCT is made a party to any litigation commenced by or against Partner, or relating to this Contract or the premises leased hereunder, then PARTNER WILL PAY ALL COSTS AND EXPENSES, including attorneys' fees, INCURRED BY OR IMPOSED UPON ASTCT REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

10. INSURANCE

Partners are required to maintain and to provide a certificate of insurance to ASTCT Event Management with evidence of the following:

- General liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate
- Owned (if applicable), hired and non-owned auto liability with limits not less than \$1,000,000 per occurrence
- Workers' compensation with state statutory limits
- Employer's liability with limits not less than \$500,000
- Commercial umbrella liability with limits not less than \$5,000,000
- Personal property and equipment on a special form replacement cost basis

ASTCT and SmithBucklin Corporation are to be listed as additional insureds on a primary and non-contributory basis with respect to general/auto/umbrella liability.

A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A- VII.

Certificates should be sent to ASTCT Event Management.

11. USAGE

- Partners are prohibited from possessing, displaying or depicting any products or components or company names in their listing that could be interpreted as being a promotion or comparison (features, benefits, price, etc.) of another company.
- Any special promotions music must be cleared with ASTCT. ASTCT reserves the right to designate specific days and hours during which special promotions may be conducted, if they are permitted at all.
- ASTCT allows drawings, games of chance and raffles during CEC, subject to the prior written approval of ASTCT. Partners must abide by all statutes and regulations regarding drawings, games of chance and raffles.
- All personnel visible on the virtual platform must be properly and modestly clothed.
- The Partner acknowledges and agrees that the ASTCT, its employees and contractors may take photographs/video recordings during CEC which could include images of the Partner, its name and logo, its representatives and its showcases while participating in CEC. The Partner hereby consents to and grants to the ASTCT and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. The Partner acknowledges that ASTCT is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims the Partner and its representatives may have relating to or arising from the images or their use.



RULES & REGULATIONS FOR PARTNERS & SPONSORS

(f) Music used in the listing or at any of Partner's presentation(s) or function(s) held in conjunction with CEC is subject to applicable copyright and licensing fees charged by BMI and ASCAP. It is the sole responsibility of the Partner to pay applicable fees.

(g) In order to ensure the success of CEC and avoid dilution of benefits extended to all partners, Partner may not extend invitations, call meetings or otherwise encourage absence of other Partners/sponsors attendees from any program or other component of CEC during the official hours of the virtual conference or any function sponsored in connect with the virtual conference by ASTCT without prior notice to and approval by ASTCT.

12. ATTENDEE LISTS

Attendee lists from the CEC are distributed only to Partners, other official partners and attendees. Please note that no other individual or organization are authorized to market or to sell attendee lists of ASTCT. Such lists shall only be used for mailings of promotional material relating to Partner's participation in CEC and shall not be reproduced, transferred or used in any other manner. In using such lists for mailings, Partners must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union's General Data Protection Regulations (GDPR and the California Consumer Privacy Act (CCPA). The Partner shall indemnify, hold ASTCT, its directors, officers, employees, agents or subcontractors harmless from the performance or breach of this provision by Partner, its employees, agents or contractors. The terms of this provision shall survive the termination or expiration of this Contract.

13. WARRANTIES

ASTCT makes no warranties, either express or implied, as to the availability or suitability of the technology platforms used for the virtual conference.

14. AMENDMENTS/ INTERPRETATION

ASTCT reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to each affected Partner. Each Partner, for itself, its agents and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. ASTCT reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Partners which, in the sole interpretation of ASTCT shall be subject to disciplinary action up to and including ejection from CEC and refusal to participate in any future events or conferences of ASTCT.

15. ENFORCEMENT/ MISCELLANEOUS

This Contract is governed by Illinois law and the Partner consents to the exclusive jurisdiction of the State and Federal courts seated in Cook County, Illinois, with respect to any action arising out of this Contract or ASTCT. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

This Contract will be binding on the Partner's heirs, successors and assigns.

16. LIMITATION OF LIABILITY

IN NO EVENT SHALL, ASTCT, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SMITHBUCKLIN, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "ASTCT PARTIES") BE LIABLE TO THE PARTNER OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE PARTNER FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION & CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION & CONTRACT OR FOR ANY CLAIM BY PARTNER, EVEN IF ANY OF THE ASTCT PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. PARTNER AGREES THAT ASTCT PARTIES' SOLE AND MAXIMUM LIABILITY TO PARTNER, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE PARTNER FEE. PARTNER AGREES TO INDEMNIFY AND DEFEND THE ASTCT PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE PARTNER FOR ANY AMOUNT BEYOND THE PARTNER FEE. FURTHER, PARTNER AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY ASTCT PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. PARTNER SHALL BE SOLEY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.