



ICAM EXHIBITOR AGREEMENT

THIS AGREEMENT (the “Agreement”)

BETWEEN:

THE ASSOCIATION OF FACULTIES OF MEDICINE OF CANADA

AFMC - ICAM

Sponsorship and Engagement Specialist
Association of Faculties of Medicine of
Canada

150 Rue Elgin Street, Ottawa, ON | K2P1L4

-AND-

EXHIBITOR

(each a “Party” and jointly the “Parties”)

WHEREAS The AFMC is pleased to host the EXHIBITOR for our International Congress on Academic Medicine (“ICAM,” “Congress” or the “Initiative”) taking place from April 12-18, 2023.

AND WHEREAS both Parties wish to enter into this Agreement to set out in writing our mutual intentions and obligations with respect to the mutual benefits arising from exhibiting at the congress.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the Parties, intending to be legally bound, agree as follows:

1. AFMC OBLIGATIONS

The AFMC will provide the Exhibitor with the following benefits for their contribution:

- 2 in-person complimentary full congress registrations; all meals included
- 2 online complimentary full congress registrations
- 8' x 8' booth space
- Booth draping, tablecloth, table, 2 x chairs, electrical power cord, wi-fi
- Logo recognition on the Exhibitor page of the ICAM virtual platform
- Full booth access in the ICAM virtual Exhibition Hall
- Opportunity to purchase additional registrations at a discounted rate
- Recognition in marketing collateral (where applicable)
- Dedicated tech support for online and onsite exhibition booth

2. EXHIBITOR OBLIGATIONS

The Exhibitor will undertake the following:

- Provide the set fee according to the requirements of Article 3 (CONTRIBUTION);
- Facilitate access and use of its trademarked marketing and promotional assets to enable promotion according to the requirements of Article 5 (TRADEMARK LICENSES);
- Adhere to and observe public health guidelines and legislative requirements under all applicable laws;
- Adhere to and observe any health and safety guidelines or other protective measures required by the AFMC;
- Comply with the AFMC Exhibitor and Exhibitor policy and accreditation requirements of the Congress (Article 7). The payment and cancellation terms and conditions in this agreement override any terms outlined in the [AFMC Exhibitorship and Exhibitor Policy](#) (June 2021);
- Communicate ongoing needs with AFMC to optimize this Exhibitor experience.
- It is the Exhibitor's responsibility to coordinate all materials, signage, and equipment for their booth. Should the Exhibitor require special display units, electronics etc., AFMC will provide the trade show company's contact details. The floor in the exhibit hall will be carpeted.
- Workshop content is prepared by Exhibitor and will be agreed upon between prior to congress

3. CONTRIBUTION

The Exhibitor agrees to pay the amount of \$X,XXX CAD as its contribution in exchange for the benefits outlined in Article 1. The fee shall be made payable to AFMC and due on receipt of invoice. This contribution is subject to Article 10 (CANCELLATION POLICY).

4. **TERM**

The term of this Agreement shall commence after the agreement has been signed and will expire at the end of the ICAM 2023 event, on **April 19, 2023** (the “**Term**”), unless terminated in accordance with the provisions of Article 8 (TERMINATION).

5. **TRADEMARK LICENSES**

In marketing ICAM and providing support to AFMC, AFMC has agreed to provide the Exhibitor with a limited, non-transferrable, non-exclusive, revocable license to use the International Congress of Academic Medicine, and the logo (the “**ICAM Marks**”) during the Term of this Agreement and in accordance with the ICAM Visual Design Guidelines provided to the Exhibitor. All materials prepared by the Exhibitor, regardless of format, which incorporate the ICAM Marks must be approved by AFMC in advance of production or dissemination.

Subject to the terms and conditions of this Agreement, the Exhibitor grants the AFMC the right to use the Exhibitor's trade names, logo designs, trademarks, and company descriptions as provided in Exhibitor marketing materials. These assets may be used in any medium of advertising, promotional products, or marketing materials distributed solely in connection with ICAM. AFMC agrees to use materials according to Exhibitor's trademark usage guidelines. The Exhibitor agrees to offer the following materials for marketing and promotional purposes:

- High vector logo
- Exhibitor website link
- Mission statement of Exhibitor
- Social media handles
- Other materials as agreed upon

6. **NO ENDORSEMENT**

AFMC appreciates the Exhibitor's understanding that AFMC cannot endorse any Exhibitor products or services either directly or indirectly.

7. **ACCREDITATION**

7.1 The International Congress on Academic Medicine adheres to:

- [Accredited Continuing Professional Development \(CPD\) activities by the Royal College of Physicians and Surgeons of Canada](#)
- [The College of Family Physicians of Canada](#)
- [Code Of Ethics Conseil Québécois De Développement Professionnel Continu Des Médecins](#)
- [Innovative Medicines Canada Code of Ethical Practices](#)
- [AFMC Exhibitorship and Exhibitor Policy](#)

The International Congress on Academic Medicine planning committee acts as the final decision maker to interpret all national standards, accreditation guidelines and codes of ethics.

7.2 General Terms and Conduct Requirements

- A. Exhibitors are prohibited from having any direct or indirect influence in any area of the accredited program.
- B. No Exhibitor content will be accredited.
- C. ICAM may request additional information from applying Exhibitors.
- D. If onsite, all Exhibitor content will be physically separated from accredited content.
- E. All interactions with attendees must be polite and professional.
- F. Lead retrieval will only be done through the system provided by ICAM.
- G. All personnel associated with Exhibitor content/events agree to comply with all ICAM terms and conditions.
- H. Solicitation of attendees outside of designated exhibit space is prohibited and may result in expulsion and cancellation of current and future access to the congress site without refund.
- I. ICAM is not responsible for attendance levels at Exhibited congress.

8. TERMINATION

This Agreement will be valid for the period outlined in TERM above.

8.1 Cancellation by Exhibitor: This Agreement may be terminated by the Exhibitor according to Article 10 (CANCELLATION POLICY)

8.2 Termination for Default: This Agreement may be terminated for default if AFMC immediately, upon written notice to the Exhibitor, if the Exhibitor (or any of its representatives, directors, officers, members, employees, and agents) commits any misconduct, negligence, or abandonment or breach of its obligations under this Agreement.

8.3 Consequences of Termination: Should the Agreement be terminated pursuant to the expiration of the Term or any of the reasons outlined in Article 8 (TERMINATION), the AFMC will adhere to the requirements set out in Article 10 (CANCELLATION POLICY), following which AFMC shall have no further obligation to the Exhibitor.

9. FORCE MAJEURE

If any portion of ICAM cannot reasonably be provided by reason of circumstances beyond the control of AFMC, including but not limited to any act of God, fire, adverse weather, acts of governments or other authorities, wars whether declared or not, hostilities, civil disturbances, political instability or unrest, strikes, labour disputes, riots, thefts, pilferage, epidemics and pandemics (including but not limited to any outbreaks of the coronavirus or any variant thereof), quarantines, customs regulations, delays, changes in itinerary or schedules, bankruptcy, insolvency or failure to perform on the part of any, including but not limited to any of the AFMC's partners in hosting the Congress, such as the venue or virtual platform provider, AFMC reserves the right to make changes to the format of the congress, including but not limited to having it proceed virtually, or cancel it accordingly. It is understood that, if the Congress is cancelled, the parties are released from their obligations under this agreement.

10. CANCELLATION POLICY

Exhibitor may cancel the Exhibition Agreement in writing; however, Exhibitor agrees to the following refund schedule:	
90 days (3 months) prior to the first day of the program	50% Refund
Less than 90 days (3 months) prior to the first day of the program	No Refund

11. INDEMNITY AND RESPONSIBILITY

11.1 The Exhibitor agrees to indemnify, defend and save harmless AFMC, its affiliates and their respective representatives, directors, officers, members, employees and agents (the “**AFMC Parties**”) from and against all claims asserted against, and all losses suffered or incurred by, the AFMC Parties that arise out of or are attributable to any of the Exhibitors’ products or services or any act or omission by the Exhibitor in connection with this Agreement, except where such claims are solely caused by the negligence or wilful misconduct of AFMC.

11.2 Insurance Exhibitors must carry their own fire, theft, general liability or other insurance. If the Exhibitors’ support of ICAM contemplates Exhibitor representatives conducting business (e.g., hosting a booth, conducting a workshop, etc.) at an AFMC event or distributing any of the Exhibitors’ products or services to the public in connection with an AFMC event, then the Exhibitor agrees, at their own expense, to obtain and keep in force during the Term commercial general liability insurance satisfactory to AFMC with limits of liability of not less than **\$2 million CAD**. Such insurance must be underwritten by an insurer licensed to conduct business in Canada and must name the ‘Association of Faculties of Medicine of Canada’ as an additional insured.

11.3 Decorator Services It is the Exhibitor’s responsibility to coordinate all materials, signage and equipment for their booth. Should the Exhibitor require special display units, electronics etc., AFMC will provide the trade show company’s contact details. The floor in the exhibit hall will be carpeted.

12. CONTRACTUAL RELATIONSHIP

Nothing in this Agreement is to be construed as (a) creating between the parties a joint venture, partnership, employer-employee relationship or any other form of business organization or relationship, or (b) authorization for any party to act as the agent or representative of the other party.

13. MISCELLANEOUS TERMS

13.1 Confidentiality. It is expected that the Parties will disclose to each other certain information which may be considered confidential or proprietary (the “**Confidential Information**”), and each Party recognizes the value and importance of the protection of the others’ Confidential Information. Accordingly, each Party agrees that (i) it shall not use the Confidential Information of any other Party except for the purposes of this Agreement and Initiative, and (ii) it shall not disclose such Confidential Information to any party other than its employees, representatives and agents who have a need to know in connection with the Initiative and this Agreement, unless otherwise required by applicable law or court order.

13.2 Compliance with Laws. Each Party shall comply with all applicable laws and regulations in carrying out its responsibilities pursuant to this Agreement and in connection with the Initiative.

13.3 Non-Exclusivity. The rights of the Parties under this Agreement are not intended to be exclusive in any manner and this Agreement shall not be construed as prohibiting any Party from pursuing similar activities to those which are contemplated by this Agreement or from engaging in similar or other business relationships with third parties as deemed appropriate, with other public or private agencies, organizations, or individuals.

13.4 Governing Law. The laws governing this Agreement and the interpretation thereof shall be the laws of the Province of Ontario and the laws of Canada applicable therein.

13.5 Assignment.

- (a) No Party shall be permitted to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Parties.
- (b) No Party shall, without the prior written consent of the other Parties, utilize any agent or other person (other than a principal, officer, or regular employee of a Party) in the performance of its obligations hereunder.

13.6 Counterparts. This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. Signing of this Agreement and transmission by facsimile or electronic document transfer will be acceptable and binding upon the Parties hereto.

13.7 Severability. If any provision of this Agreement shall be held by an arbitrator or a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision, or part thereof, shall be interpreted as unnecessary to carry out the intent of the Parties and the other provisions, or parts thereof, herein shall remain in full force and effect.

13.8 Notice. Any notice required or authorized to be given by either Party to the other in accordance with the provisions of this Agreement shall be in writing and delivered by courier or registered mail or sent by email to the email addresses listed at page 1 of this Agreement. This notice shall be addressed to the Parties as identified at the top of this Agreement. A notice shall be considered to have been received the same day it was delivered by courier or sent by email. Any notice sent by registered mail shall be deemed to have been received the fifth day following the date of mailing.

13.9 Non-Waiver. A failure or delay by either one of the Parties at any time to enforce any of the provisions of this Agreement shall not be construed as a waiver by such Party of such provisions or in any way affect the validity of this Agreement or any part thereof.

13.10 Interpretation. This Agreement shall be read with all necessary changes of gender or number required by the context. These headings in this Agreement are inserted for convenience or reference only and shall not affect the interpretation hereof.

13.11 Further Assurances. The Parties covenant and agree to do such things, execute such further documents, and take such actions as may be necessary to carry out the terms of this Agreement in accordance with its true intent.

13.12 Successors. This Agreement and the provisions hereof shall endure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

13.13 Survival. Section 11 (Indemnity and Responsibility), 13.1 (Confidentiality) and 13.2 (Compliance with Laws) shall survive the expiry or termination of this Agreement.

13.14 Entire Agreement. This Agreement including the appendices attached, contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements, negotiations, discussions, undertakings, representations, warranties, communication, and understandings between the Parties. Except as otherwise provided for herein, no amendment or variation of any of the provisions of this Agreement shall be valid unless made in writing and signed by each of the Parties.

SIGNATURE PAGE FOLLOWS

DRAFT



IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

EXHIBITOR

Date

(I have authority to bind the corporation)

ASSOCIATION OF FACULTIES OF MEDICINE OF CANADA

Fran Kirby, Director Member Services, AFMC
(I have authority to bind the corporation)

Date

DRAFT