



# 33rd Annual Mayo Clinic Symposium on Sports Medicine

# November 15-16, 2024 Hilton Hotel, Rochester Mayo Clinic Area Rochester, MN

# WELCOME

#### Greetings,

On behalf of course directors and the Mayo Clinic School of Continuous Professional Development, we are pleased to announce the upcoming **33rd Annual Mayo Clinic Symposium on Sports Medicine.** This symposium is being held at the Hilton Hotel in Rochester, Minnesota, as well as livestreamed November 15-16, 2024.

#### **Course Overview**

This symposium continues to feature evidence-based and cutting-edge diagnostic and treatment strategies for sports-related and musculoskeletal conditions. Expert lectures representing a spectrum of sports medicine fields provide the attendee with multidisciplinary information related to athletic injury evaluation, treatment, prevention, and return to play transition. Multiple educational formats are used, including case presentations, interactive Q&A sessions, as well as live demonstrations of physical examination, anatomy, ultrasound, and arthroscopy. As in recent years, the symposium is broadcast via livestream for remote participation.

#### **Sponsorship Information**

We have a variety of sponsorship opportunities for you to consider. Each of the opportunities is explained in further detail throughout this prospectus. If you don't see what you're looking for, contact us and we will be happy to discuss additional opportunities.

#### Course Website: ce.mayo.edu/sportsmed2024

#### **Target Audience**

This CME course is designed for physicians, physical therapists, performance coaches, athletic trainers, and other medical professionals who evaluate and treat athletes and other active populations. We look forward to the success of the 33rd Annual Mayo Clinic Symposium on Sports Medicine! If you have any questions, please feel free to contact us. Thank you in advance for your consideration!

Sincerely,

#### **Course Directors**

Brennan Boettcher, D.O. Mario Hevesi, M.D. Jacob Sellon, M.D.

#### **Key Contacts**

Shannon Halvorson Continuing Medical Education (CME) Specialist, Mayo Clinic School of Continuous Professional Development E-mail: halvorson.shannon@mayo.edu

Jessica Sorensen Education Administration Coordinator, Mayo Clinic School of Continuous Professional Development E-mail: <u>sorensen.jessica@mayo.edu</u>

# **EXHIBIT OPPORTUNITY**

(Limited Exhibit Spaces Available)

Technical and educational exhibits provide a professional and educational environment in which learners can receive demonstrations, view products and services and discuss the clinical and surgical uses of these products and services, including how they may improve the quality of care and the management of the medical/surgical practice. Additionally, the exhibits enhance the educational content of the meeting, thereby helping to provide quality continuing medical education.

#### **Exhibit Fee:**

\$1,500

#### **Exhibit Benefits:**

- Includes one 6 ft table and two chairs.
- Interact face-to-face with course attendees.
- Exhibitors are invited to participate in all food and beverage events, including breakfast, lunch, and refreshment breaks.
- A sponsorship acknowledgement on the break slide announcements during the course, in the electronic course syllabus, and during opening/closing remarks.
- Receive an attendee list including registered attendee's name, credentials, city, state at the conclusion of the event.
- Complimentary access for two to the conference livestream link (no credit can be claimed and no access to course materials).
- Build visibility for your company in a competitive marketplace.
- Expand your customer base and strengthen existing customer relationships.
- Introduce new products and services.

#### **Exhibit Hours:**

November 15: 7:00 AM – 5:30 PM November 16: 7:30 AM – 12:00 PM

Exhibit hours/program schedule subject to change. Each day includes dedicated breaks to interact with company representatives.



### Exhibitor Agreement

#### Mayo Clinic School of Continuous Professional Development (MCSCPD)

#### Instructions:

Complete this form to serve as an exhibit contract between Accredited Provider: Mayo Clinic College of Medicine and Science – MCSCPD and external organizations at Continuing Medical Education events.

#### Activity Information

Title	Tracking ID
Activity Location (Venue, City, State)	Dates
Activity Contact(s) [CMES/EAC Name(s)]	
Support Location (select one)	
🗆 Arizona 🛛 Florida 🗖 Rochester 🔲 Other:	
Exhibitor Information	
Company Name (as it should appear on printed materials)	
Exhibitor Contact (if different than exhibit representative) (First, Last)	Exhibitor Contact Email
Name(s) of Representative(s) Exhibiting (maximum of two representat	ives allowed per exhibit)

Address (Street, City, State, ZIP or Country Code)	Phone
Email Address(es) Representative(s) Exhibiting	Fax
Named exhibitor wishes to exhibit at	
the above-named activity for the amount of (USD): \$	

NOTE: Request for power, internet access, or other items not included in the agreement may incur additional fees. Approval of custom requests is at the discretion of Mayo Clinic School of Continuous Professional Development.

Additional Requests

#### **Terms and Conditions**

- **Exhibitor** agrees to abide by ACCME accreditation requirements and ACCME Standards for Integrity and Independence in Accredited Continuing Education ("Standards") as stated at www.accme.org/publications/standards-for-integrity-and-independence-accredited-continuing-education. The standards include, but are not limited to, the following requirements:
  - Accredited continuing education must protect learners from commercial bias and marketing.
  - Accredited education must be free of marketing or sales of products or services. Faculty must not actively promote or sell products or services that serve their professional or financial interests during accredited education.
  - The accredited provider must not share the names or contact information of learners with any ineligible company or its agents without the explicit consent of the individual learner.
- **Exhibitor** may only distribute educational promotional materials at their exhibit space. Distribution of noneducational items (pens, notepads, etc), pharmaceuticals, or product samples is prohibited.
- All exhibit fees associated with this activity will be given with the full knowledge of the **Accredited Provider**. No additional payments, goods, services, or events will be provided to the course director(s), planning committee members, faculty, joint provider, or any other party involved with the activity.

### Exhibitor Agreement (continued)

- Completion of this agreement represents a commitment and **Exhibitor** is obligated to provide full payment of all amounts due under this agreement by the **Activity Date** unless otherwise agreed upon by the **Accredited Provider**. **Accredited Provider** reserves the right to refuse exhibit space to **Exhibitor** in the event of nonpayment or Code of Conduct violation.
- If this agreement is cancelled by either party forty-five (45) days or more in advance of the Activity Date, Accredited Provider will refund the Exhibit Fee less a \$300 processing fee. If this agreement is cancelled by Exhibitor less than forty-five (45) days in advance of the Activity Date, the total amount due under this Agreement shall be immediately due and payable to Accredited Provider.
- Accredited Provider agrees to provide exhibit space and may acknowledge Exhibitor in activity announcements. Accredited Provider reserves the right to assign exhibit space or relocate exhibits at its discretion.

Note: All exhibitors must be approved by MCSCPD and this agreement is not binding until both parties have signed. MCSCPD maintains the right to refuse any exhibitor.

By signing below, I agree to the "Terms and Conditions" outlined in this Exhibitor Agreement (including ACCME Standards for Integrity and Independence in Accredited Continuing Education).

#### Signatures

Exhibitor Representative Signature	Exhibitor Representative Printed Name (First, Middle, Last)	Date (mm-dd-yyyy)
Mayo Clinic Representative Signature	Mayo Clinic Representative Printed Name (First, Middle, Last)	Date (mm-dd-yyyy)

#### **Payment Information**

Complete and Return This Form Before (mm-dd-yyyy)	

- Select payment type for the support location you selected on page 1.
- Make check payable to Mayo Clinic. Identify course name on the check.
- Do not send credit card information via email.

🗆 Arizona	🗆 Florida
Federal Tax Identification 86-0800150	Federal Tax Identification 59-3337028
Check	Check
Credit Card or Wire Transfer	Credit Card or Wire Transfer
For payment by credit card or wire transfer, call the MCSCPD office at 1-480-301-4580.	For payment by credit card or wire transfer, call the MCSCPD office at 1-800-462-9633.
Send payment to: Mayo Clinic – MCSCPD 13400 East Shea Blvd. Scottsdale, AZ 85259	Send payment to: Mayo Clinic – MCSCPD 4500 San Pablo Road Jacksonville, FL 32224
□ Rochester	□ Other
Federal Tax Identification 41-6011702	Federal Tax Identification
Check	Check
Credit Card or Wire Transfer	Credit Card or Wire Transfer
For payment by credit card or wire transfer, call the MCSCPD office at 1-800-323-2688.	For payment by credit card or wire transfer, call:
Send payment to: Mayo Clinic – MCSCPD 200 First St SW, Plummer 2-60 Rochester, MN 55905	Send payment to:

# **RULES AND REGULATIONS**

In applying for exhibit space, exhibitors agree to abide by the following regulations:

#### **Exhibit Regulations:**

• Each exhibitor is responsible for compliance with the Americans with Disabilities Act (ADA) within its assigned space.

- Attire of exhibit personnel should be consistent with the professional atmosphere of the conference.
- Demonstrations by exhibitors may not interfere with normal traffic flow nor infringe on neighboring exhibits. Demonstrations are not permitted outside of the exhibitor's assigned space.
- Canvassing or distribution of advertising material by an exhibitor is not permitted outside of the exhibitor's space.
- Canvassing or marketing of any products or services in any part of the meeting rooms by anyone representing a non-exhibiting firm is strictly prohibited.
- Subletting of exhibit space is not permitted. Sharing of exhibit space is not permitted unless it is within divisions of the same company.

• It is the responsibility of the exhibitor to have all licenses, permits, and/or registrations required by the venue, city, municipality and/or state. The exhibitor is responsible for compliance with all applicable tax laws.

#### CME Guidelines Related to Educational Grants, Exhibit Space and Promotional Activities:

In compliance with ACCME Standards for Commercial Support, arrangements for commercial exhibits or advertisements cannot influence or interfere with the presentation, nor can they be a condition of the provision of commercial support for CME activities.

- Exhibit and other promotional fees shall be separate and distinct from educational grants/commercial support.
- 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.

• Company representatives must refrain from holding any commercial discussions in the educational classroom. All promotional activities including interviews, demonstrations, and the distribution of literature or samples must be made within the exhibitor's space. Canvassing or distributing promotion materials outside the exhibitor's rented exhibit space is not permitted.

• Commercial interest representatives that have paid a conference registration fee may attend CME activities for the sole purpose of the representatives' own education. However, they may not engage in sales or marketing activities while in the educational classroom.

#### Liability:

Mayo Clinic School of Continuous Professional Development, the employees thereof, nor their representatives, nor any member of the Conference Committee or Hilton Hotel, Rochester Mayo Clinic Area shall be responsible for injury, loss, or damage that may occur to the Exhibitor or their property from any cause whatsoever, prior to, during, or subsequent to the period of the Exhibit. The Exhibitor agrees to indemnify, the Mayo Clinic Continuous Professional Development and Hilton Hotel, Rochester Mayo Clinic Area and their employees, volunteers, and committees from any and all claims for loss, damage, or injury. Exhibitors are encouraged to insure themselves against property loss or damage, and against both general and personal liability.

Exhibitor understands and agrees that, for the safety of conference participants, Exhibitor shall not perform any procedures on or provide any services to conference participants that are either invasive or are customarily performed in a practitioner's office.



# SPONSORSHIP OPPORTUNITIES

#### **Overview:**

This event offers limited exclusive marketing and advertising opportunities. These are designed to help companies further expose themselves to attendees during the symposium.

### AM OR PM BREAK

#### Cost: \$2,000 each (Three Available - subject to change)

Coffee is provided to attendees on a continuous basis throughout the entire symposium. Prominently display your company name and logo by each coffee station throughout the break. Choose to sponsor one break or be an exclusive sponsor for an entire day. Sponsor receives acknowledgement on slide announcements during the course, in the electronic course syllabus, and during opening/closing remarks. Sponsoring company receives two complimentary symposium registrations and a list of conference attendees. Artwork must be approved by the symposium planning committee prior to commitment. Artwork must be provided by sponsoring company by October 1, 2024.

# **BREAKFAST OR LUNCH**

#### Cost: \$5,000 (Three Available - subject to change)

Breakfast and lunch are provided to attendees each day of the symposium. Prominently display your company name and logo by each meal buffet and recognize your company's sponsorship. Sponsor receives acknowledgement on slide announcements during the course, in the electronic course syllabus, and during opening/closing remarks. Sponsoring company receives two complimentary symposium registrations and a list of conference attendees. Artwork must be approved by the symposium planning committee prior to commitment. Artwork must be provided by sponsoring company by October 1, 2024.

# LODGING ACCOMODATIONS

A limited number of guest rooms have been reserved for attendees and their guests with special course rates at the following downtown Rochester hotel. In order to receive the special rate (plus applicable taxes and fees), **reservations must be made before the room block is filled or before the cutoff date of October 24, 2024, whichever comes first**. After October 24, 2024, reservations will be taken based on space and rate availability. **Please identify yourself as a participant of the 2024 Mayo Clinic Sports Medicine when making your reservation.** 

Hilton Rochester Mayo Clinic Area 10 East Center Street Rochester, MN 55904 507-258-5757 Rate: \$199/night (standard room)

All travel and lodging expenses are the sole responsibility of the individual registrant.

#### **EVENT SPONSORSHIP AGREEMENT**

This Event Sponsorship Agreement is made effective as of \_\_\_\_\_\_, ("<u>Effective</u> <u>Date</u>"), by and between \_\_\_\_\_\_, a \_\_\_\_ corporation with offices located at [COMPANY ADDRESS] ("<u>Company</u>") and Mayo Clinic, on behalf of the Mayo Clinic College of Medicine and Science, a Minnesota non-profit corporation with a principal place of business of 200 First Street SW, Rochester, Minnesota 55905 ("<u>Mayo</u>").

WHEREAS, Mayo is a provider of continuing medical education recognized by the Joint Accreditation and is providing a CME activity, "33rd Annual Mayo Clinic Symposium on Sports Medicine, November 15-16, 2024" which shall be provided in a hybrid format with in-person at Hilton Hotel, Rochester, Minnesota and virtual options ("<u>Event</u>").

WHEREAS Company desires to serve as a sponsor of the Event.

NOW, THEREFORE, in in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>Company Sponsorship</u>. Company shall serve as a sponsor of the Event and Mayo shall provide Company with the sponsorship benefits on <u>Exhibit A</u>.

2. <u>Sponsorship Fee</u>. Company will pay Mayo the sum of <u>USD</u> ("<u>Sponsorship Fee</u>") for the sponsorship of the Event. Company will pay Mayo the Sponsorship Fee on or before October 4, 2024. Payment shall be made payable to Mayo Clinic – Mayo Clinic School of Continuous Professional Development (Federal Tax ID Number is 41-6011702). Payment may be remitted to Mayo by check, credit card or wire transfer as follows:

- For payment by credit card or wire transfer, please call the MCSCPD Registrar at 800-323-2688. Do not send credit card information via email or fax.
- For payment by check, Company shall identify "33rd Annual Mayo Clinic Symposium on Sports Medicine" on the check stub and send payment to:

Mayo Clinic Mayo Clinic School of Continuous Professional Development 200 First St SW Rochester, MN 55905

3. <u>Term and Termination</u>. This Agreement shall commence on the Effective Date and automatically terminate on November 17, 2024. This Agreement may be terminated (i) by either party at any time and for any reason upon 30 days written notification to the other party; or (ii) by Mayo, immediately, if in Mayo's reasonable discretion, Mayo's continued association with Company may, in any material respect, harm the reputation of Mayo or any of its affiliates, or harm the practice of medicine at Mayo or its affiliates.

4. <u>Cancellation Fees</u>. In the event this Agreement is terminated by either party 45 days or more in advance of the Event, Mayo agrees to refund to Company the Sponsorship Fee less a \$300 processing fee for which Company has not received full performance from Mayo ("<u>Payment</u>

**<u>Refund</u>**"). Further, if this Agreement is terminated by Company less than 45 days in advance of the Event, the total amount due under this Agreement shall be immediately due and payment to Mayo and no refunds shall be issued to Company. Mayo shall provide Company with the Payment Refund within 30 days from the date of early termination of this Agreement.

5. <u>Use of Name</u>. Company shall not use the names or trademarks of Mayo or any of Mayo's affiliated entities in any news release, advertising, publicity, endorsement, promotion, or commercial communication unless Mayo has provided prior written consent for the particular use contemplated. All requests for approval pursuant to this Section must be submitted to the Mayo Clinic Business Relations Group, at the following E-mail address: BusinessRelations@mayo.edu at least 7 business days prior to the date on which a response is needed. The terms of this Section survive the termination, expiration, non-renewal, or rescission of this Agreement.

6. <u>Accreditation Standards</u>. Company agrees to abide by ACCME Standards for Commercial Support as stated at www.accme.org: SCS 4.2: "Product-promotion material or product-specific advertisement of any type is prohibited in or during CME activities. The juxtaposition of editorial and advertising material on the same products or subjects must be avoided. Live (staffed exhibits, presentations) or enduring (printed or electronic advertisements) promotional activities must be kept separate from CME." "For live, face-to-face CME, advertisements and promotional materials cannot be displayed or distributed in the educational space immediately before, during or after a CME activity. Organization cannot allow representatives of Commercial Interests to engage in sales or promotional activities while in the space or place of the CME activity."

7. <u>Independent Contractor</u>. It is mutually understood and agreed that the relationship between the parties is that of independent contractors. Neither party is the agent, employee, or servant of the other. Except as specifically set forth herein, neither party shall have nor exercise any control or direction over the methods by which the other party performs work or obligations under this Agreement. Further, nothing in this Agreement is intended to create any partnership, joint venture, lease, or equity relationship, expressly or by implication, between the parties.

8. <u>Indemnification</u>. Company shall defend, indemnify, and hold harmless Mayo and its directors, officers, employees, contractors and agents from and against any liabilities, losses, investigations, inquiries, claims, suits, damages, costs, expenses, and reasonable attorneys' fees Mayo may incur or suffer by reason of or arising out of any third party claim attributable to Company's failure to perform in accordance with, or breach of, this Agreement or the negligence or intentional acts or omissions of Company. Mayo shall have no obligation to indemnify Company hereunder. The indemnification provisions contained in this Section shall survive the termination of this Agreement.

9. <u>Limitation of Liability</u>. MAYO WILL NOT BE LIABLE TO COMPANY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. 10. <u>Insurance</u>. Each party will, at its own expense, maintain in effect throughout the term of this Agreement appropriate general liability insurance or a program of self-insurance to cover any liability of such party and its employees arising out of performance of this Agreement.

11. <u>Governing Law and Venue</u>. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Minnesota, except that no Minnesota conflicts of law or choice of law provision shall apply to this Agreement. The exclusive fora for actions between the parties in connection with this Agreement are the State District Court sitting in Olmsted County, Minnesota, or the United States Court for the District of Minnesota. Each party agrees unconditionally that it is personally subject to the jurisdiction of such courts. This Agreement is made and performed in the State of Minnesota.

12. <u>Assignment</u>. This Agreement may not be assigned by either party without the prior written consent of the other party; provided that Mayo may assign this Agreement without the prior written consent of the other party to any Mayo affiliate or other entity that controls, is controlled by or is under common control with Mayo. Any purported assignment in violation of this clause is void. Such written consent, if given, shall not in any manner relieve the assignor from liability for the performance of this Agreement by its assignee.

13. <u>Force Majeure</u>. Neither party shall be liable or be deemed in default of this Agreement for any delay or failure to perform caused by acts of God, war, disasters, strikes, pandemic or any similar cause beyond the control of either party.

14. <u>Notices</u>. For purposes of this Agreement, the following individuals shall serve as points of contact for both Company and Mayo and any and all notices, demands, requests or other communications shall be in writing and shall be deemed to have been duly give on the date of service, if personally served; on the business day after notice is delivered to a courier or mailed by express mail, if sent by courier delivery service or express mail for next day delivery; and on the third day after mailing, if mailed to the party to whom notice is to be given by first class mail, certified with return receipt requested, and addressed as follows:

Spons	or:		
Attn:			

Mayo Clinic Attn: Manager Operations, Education 200 First Street S.W. Rochester, MN 55905 Email: <u>mmarolt@mayo.edu</u>

With a copy to: Mayo Clinic Attn: General Counsel 200 First Street SW Rochester, MN 55905

15. <u>Additional Terms</u>. This Agreement sets forth the entire understanding of the parties with respect to its subject matter, supersedes all prior negotiations and agreements between the parties concerning the subject matter and may be modified or amended only by a written instrument signed

by each party. No representations have been made or relied on by either party, other than those expressly provided for. No agent, employee or other representative of either party is empowered to alter any of its terms, unless done in writing and signed by an authorized officer or agent of the appropriate party. A waiver by either party of any of the terms or conditions of this Agreement in any instance will not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below

[COMPANY]	MAYO CLINIC	
By:	By:	
Printed Name:	Printed Name:	
Title:	Title:	
Date:	Date:	

#### EXHIBIT A

#### Sponsorship Benefits

#### AM or PM Break Sponsor - \$2,000

Mayo will provide the following benefits to Company at the AM/PM Break sponsorship level:

- Prominently display your company name and logo by each coffee station throughout the break. Artwork must be approved by the symposium planning committee prior to commitment. Artwork must be received by sponsoring company by October 1, 2024.
- Sponsorship acknowledgement on slide announcements during the course, in the electronic course syllabus, and during opening/closing remarks with Company's approved name.
- Two complimentary symposium registrations.
- List of conference attendees.

Company's approved name (as it should appear on the materials and referenced in announcements):

#### **Breakfast or Lunch Sponsor - \$5,000**

Mayo will provide the following benefits to Company at the Breakfast/Lunch sponsorship level:

- Prominently display your company name and logo by each meal buffet and recognize your company's sponsorship. Artwork must be approved by the symposium planning committee prior to commitment. Artwork must be received by sponsoring company by October 1, 2024.
- Sponsorship acknowledgement on slide announcements during the course, in the electronic course syllabus, and during opening/closing remarks with Company's approved name.
- Two complimentary symposium registrations.
- List of conference attendees.

Company's approved name (as it should appear on the materials and referenced in announcements):