



IDSOG

INFECTIOUS DISEASES SOCIETY FOR
OBSTETRICS AND GYNECOLOGY

1-3
AUGUST
2024

IDSOG
ANNUAL
MEETING

The Nines
Portland, Oregon

SPONSOR PROSPECTUS

www.idsog.org

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2024 IDSOG ANNUAL MEETING PROSPECTUS

Infectious Diseases Society for Obstetrics and Gynecology

August 1-3, 2024

WELCOME MESSAGE

Dear Industry Colleague,

On behalf of Dr. Patrick Ramsey, President of the Infectious Diseases Society for Obstetrics and Gynecology (IDSOG), Dr. Jennifer Balkus, Program Chair, and our entire Board of Directors, we are excited to invite you to the 2024 IDSOG Annual Meeting at The Nines in Portland, OR, USA from August 1-3, 2024.

We are thrilled to be able to meet and have organized a course for clinicians interested in the field of women's health. The IDSOG Annual Meeting is a scientific and educational gathering for clinicians and investigators who care for and study the epidemiology, pathophysiology, prevention, management, and impact of infectious diseases in women. The Annual Meeting provides participants with the tools they need to be advocates and providers in their community and features sections on social determinants of reproductive health and infectious diseases, vaccine hesitancy and mitigation, tuberculosis in pregnancy, and a great debate on screening/treatment of infectious diseases in women. We will present again the IDSOG "Stump the Professors" cases. And of course, our meeting will provide ample time for renewing friendships, developing collaboration, networking, mentorship, and the always fun, Friday evening Awards Ceremony/Dinner complete with DJ and dancing!

We expect more than 200 attendees to join us in Portland, OR, USA. Through events such as the Annual Meeting, IDSOG provides opportunities for scholars, researchers, and practitioners to learn from one another and take back to their practices and communities their new knowledge. Accurate and scientific education is one of the best ways to advocate for and advance women's health.

IDSOG recognizes the importance of industry partners. Just as you continue to make changes to improve the clinician and patient experience with your products, so, too, does IDSOG update and adapt its education to ensure that those that attend our meetings and courses are exposed to the best possible information. We find that attendees return to our meeting year after year to glean new content and delve deeper into the learning experience. Industry support and sponsorships are essential to make possible our courses and the many other scientific activities of our society. We would be thrilled to offer our members an engaging industry sponsored symposia focused on contemporary infectious disease diagnosis and management.

Please review the enclosed prospectus carefully. IDSOG is appreciative of any support and/or sponsorship you may provide. If you have any questions or concerns, please do not hesitate to contact the IDSOG Executive Office at meeting@idsog.org.

We look forward to receiving your commitment and working together at the 2024 IDSOG Annual Meeting.

On behalf of the IDSOG Board of Directors, we thank you in advance for your consideration and support!

2024 IDSOG ANNUAL MEETING PROSPECTUS

Infectious Diseases Society for Obstetrics and Gynecology

August 1-3, 2024

IDSOG ANNUAL MEETING

VENUE

The Nines, A Luxury Collection Hotel
525 SW Morrison St
Portland, OR 97204

Group discounted room rate is \$259 (plus taxes and daily destination amenity fee \$30 per guestroom per night). Please contact The Nines, Portland as soon as possible to make reservations.



WEBSITE

Up-to-date information regarding the 2024 IDSOG Annual Meeting will be available on the website <https://www.idsog.org/2024-annual-meeting/>

TABLETOP EXHIBIT

A tabletop exhibit includes a 6' table with 2 chairs and 1 power strip.

ASSIGNMENT OF EXHIBIT LOCATION

Choice of exhibit location is only available for our sponsors. Location for exhibitors will be assigned at the sole discretion of IDSOG. Factors affecting booth location include the date the registration form was received by the IDSOG Executive Office, number of exhibits, and proximity of competitors.

ADDITIONAL EXHIBIT BADGES

Additional exhibitor badges may be ordered at \$250 per badge up to a maximum of the number of exhibit badges included in your company's package. To order additional exhibitors badges, please send an email to meeting@idsog.org.

EXHIBIT SCHEDULE (times are subject to change)

Exhibit Set Up:	Thursday, August 1, 2024	06:00 am – 09:00 am
Exhibit Hours:	Thursday, August 1, 2024	09:00 am – 02:45 pm
	Friday, August 2, 2024	09:00 am – 02:45 pm
	Saturday, August 3, 2024	09:00 am – 11:00 am
Exhibit Teardown:	Saturday, August 3, 2024	11:00 am – 01:00 pm

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Infectious Diseases Society for Obstetrics and Gynecology

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IDSOG SPONSOR PROGRAM

The following levels of sponsorship and corresponding benefits are offered by IDSOG. Sponsors reach the sponsorship levels listed below by either contracting one of the sponsorship packages at the package fee as listed in this invitation to sponsors OR by contracting different elements and reach the minimum contribution level which is equal to or higher than the package fee (in which case the acknowledgements will be added/included).

GOLD SPONSOR (\$34,000) **SOLD OUT**

The following benefits at the IDSOG Annual Meeting are included in the Gold Sponsor package:

- 60-minute lunch industry sponsored symposium timeslot (F&B and standard AV included)
- Double 6' tabletop exhibit
- First choice of industry sponsored symposium timeslot and exhibit location (if more Gold Sponsors: first come, first served)
- Identification as Gold Sponsor on website with logo and link to your company's website
- Identification as Gold Sponsor on signs, in break slides and exhibit guide (with logo)
- Full page color advertisement in exhibit guide
- Pre-registration attendee list: 1 month prior to the Course and on-site attendee list
- 8 industry badges (may also attend scientific sessions)

SILVER SPONSOR (\$24,500) **SOLD OUT**

The following benefits at the IDSOG Annual Meeting are included in the Silver Sponsor package:

- 60-minute breakfast industry sponsored symposium timeslot (F&B and standard AV included)
- 6' tabletop exhibit
- Choice of industry sponsored symposium timeslot and exhibit location after Gold Sponsors (if more Silver Sponsors: first come, first served)
- Identification as Silver Sponsor on website with logo and link to your company's website
- Identification as Silver Sponsor on sign, in break slides and exhibit guide (with logo)
- Full page color advertisement in exhibit guide
- Pre-registration attendee list: 1 month prior to the Course and on-site attendee list (excl. EU-attendees)
- 6 industry badges (may also attend scientific sessions)

BRONZE SPONSOR (\$6,500)

The following benefits at the IDSOG Annual Meeting are included in the Bronze Sponsor package:

- 6' tabletop exhibit
- Choice of exhibit location after Gold and Silver Sponsors (if more Bronze Sponsors: first come, first served)
- Identification as Bronze Sponsor on website with logo
- Identification as Bronze Sponsor on sign, in break slides and exhibit guide (with logo)
- ½ page color advertisement in exhibit guide
- Pre-registration attendee list: 1 month prior to the Course and on-site attendee list
- 4 industry badges (may also attend scientific sessions)

2024 IDSOG ANNUAL MEETING *PROSPECTUS*

Infectious Diseases Society for Obstetrics and Gynecology

August 1-3, 2024

EXHIBITOR (\$4,500)

Mix and mingle with attendees during dedicated poster breaks and meal breaks. Connect with prospective clients over new products and services near poster boards for optimal table traffic.

The following benefits at the IDSOG Annual Meeting are included in the Exhibitor package:

- 6' tabletop exhibit
- Identification as exhibitor on website, sign, in break slides and exhibit guide
- On-site attendee list
- 2 industry badges (may also attend scientific sessions)

CONTACT INFORMATION

For more information about exhibits, sponsorships, advertising, or other support opportunities, please contact the IDSOG Executive Office.

Tessa Benitez, Executive Director

Lilian Heemstra, Meeting Manager

Emily Oh, Association Manager

Susan Busch, Association Coordinator

P: +1 952 247-4887

E: meeting@idsog.org

ADDITIONAL SUPPORT OPPORTUNITIES & EXHIBIT GUIDE ADVERTISING

<p>\$23,500</p> <hr/> <p>INDUSTRY SPONSORED SYMPOSIUM – LUNCH (2 available) 60-minute non-CME session to disseminate high-quality, evidence-based information to up to 120 attendees. (F&B and standard AV included)</p> <p>\$17,500</p> <hr/> <p>INDUSTRY SPONSORED SYMPOSIUM – BREAKFAST (3 available) 60-minute non-CME session to disseminate high-quality, evidence-based information to up to 120 attendees. (F&B and standard AV included)</p> <p>\$8,000</p> <hr/> <p>WELCOME RECEPTION Friday, August 2 Sponsor recognition will include acknowledgement in announcement, on signage outside the event space, and on napkins with sponsor logo (provided by IDSOG).</p> <p>AWARDS CEREMONY, DINNER, DANCE Saturday, August 3 Sponsor recognition will include acknowledgement in announcement, on signage outside the event space, and on napkins with sponsor logo (provided by IDSOG)</p>	<p>\$5,500</p> <hr/> <p>AM BREAK Promotional signage and branded items associated with the break, such as coffee cup sleeve, napkins, etc.</p> <p>HOTEL ROOM KEYCARDS (exclusive sponsor item) All attendees staying in the hotel will receive a keycard to their hotel room with the sponsor’s design. Production fees and hotel fees are not included.</p> <p>\$3,250</p> <hr/> <p>LANYARD SPONSOR (exclusive sponsor item) Full color lanyard including IDSOG and sponsor logo for all attendee badges.</p>
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EXHIBIT GUIDE ADVERTISING

Increase your company’s visibility to IDSOG members and attendees.

AD RATES/SPECIFICATIONS

Full page ad:

letter format (8.5" x 11") with at least 300 dpi and can be delivered as a PDF with bleed lines

OUTSIDE BACK COVER	\$2,625
INSIDE FRONT/BACK COVER	\$2,100
INSIDE PAGE	\$1,575

Half page ad:

letter format (8.5" x 5.5") with at least 300 dpi and can be delivered as a PDF with bleed lines

INSIDE PAGE	\$900
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2024 IDSOG ANNUAL MEETING PROSPECTUS

Infectious Diseases Society for Obstetrics and Gynecology

August 1-3, 2024

TERMS & CONDITIONS

1 General

1.1 Definitions in these Terms and Conditions

- a. "Application Form(s)": the IDSOG Sponsor Application Form, the IDSOG Additional Sponsor Items Application Form, which when provided to IDSOG's executive office constitutes an irrevocable offer from the Sponsor to enter into a binding agreement for the item(s) indicated on the Application Form;
- b. "Booth": the construction, built on the Stand Space in which the Exhibitor displays its products or exhibits, provided by IDSOG, upon application and (pre) payment by the Exhibitor;
- c. "Confirmation": the written confirmation (including by fax or e-mail) from IDSOG of its sponsorship level and/or allocation of one or more Sponsor Item(s), which is sent to the Sponsor by IDSOG upon receipt by IDSOG of (i) the Application Form (ii) Additional Sponsor Items Application Form (iii) the written approval (including by fax or by e-mail) from the Sponsor of a reasonable alternative as set out in Article 1.2(e);
- d. "Exhibition": the presentation of for profit and not for profit during the Meeting;
- e. "Exhibitor": the natural or legal person, including its employees, servants and agents, to whom a Stand Space at the Exhibition has been allocated by IDSOG;
- f. "Fee": Sponsor shall pay to IDSOG the Fee in exchange for the Sponsor Item(s);
- g. "Meeting": the 2024 IDSOG Annual Meeting on August 1-3, 2024;
- h. "Prospectus": the document provided by IDSOG which contains information about the Meeting and which includes these Terms and Conditions and the Application Form(s);
- i. "IDSOG": "Infectious Diseases Society for Obstetrics and Gynecology", Inc., incorporated in 1973 in Vermont;
- j. "IDSOG Executive Office": 14305 Southcross Drive W, Suite 100, Burnsville MN, 55306, Phone: (952) 247-4887 Fax: +1 (952) 314 8212, Email: info@idsog.org;
- k. "Sponsor": the natural or legal person on behalf of which the Application Form(s) has been submitted to IDSOG;
- l. "Sponsor Agreement": the agreement between IDSOG and the Sponsor with respect to the Sponsor Item(s), as further defined by the Confirmation;
- m. "Sponsor Item(s)": all items or activities set out in the applicable Application Form(s), and/or any other sponsor items as offered by IDSOG further defined in the Confirmation;
- n. "Stand Space": the area of space at the Venue where the Exhibitor is allowed, under the Sponsorship Agreement, to display its products or exhibits;
- o. "Terms and Conditions": the regulations set out in this document, which govern the Application Form(s), The Sponsorship Agreement, the Additional Sponsor Items Agreement and any further binding agreement(s) between IDSOG and the Sponsor in connection with these documents
- p. "Venue": The Nines, A Luxury Collection Hotel – Portland, OR, USA;

1.2 Application Procedure and Formation of Binding Agreement

- a. With observance of the submission date of the Application Form, IDSOG will decide whether an agreement will be entered into with the Sponsor with respect to the IDSOG Meeting Sponsor Program and/or one or more Sponsor Item(s) as set out in the Application Form(s) submitted by the Sponsor. IDSOG reserves the right to *refuse any Application Form for any reason*;

TERMS & CONDITIONS (Cont.)

- b. IDSOG and the Sponsor shall have entered into a binding agreement with respect to one or more Sponsor Item(s) as soon as the IDSOG Executive Office has sent a Confirmation of the Sponsor Agreement to the Sponsor after receipt of the Sponsor's signed Application Form;
- d. IDSOG will consider the Sponsor's wishes as far as possible. If a Sponsor Item for which the Sponsor submitted an Application Form is not available, IDSOG may propose one or more reasonable alternative(s) to the Sponsor, which can be accepted by the Sponsor in writing within 5 business days as from the date of the proposal. In the absence of a timely acceptance, the proposal of IDSOG will lapse and IDSOG has the right to offer and/or allocate the same reasonable alternative(s) to a third party. The Sponsor is not entitled to a reasonable alternative;
- e. Unavailability of one or more Sponsor Item(s) for which the Sponsor submitted an Application Form does not affect the fact that upon Confirmation IDSOG and the Sponsor shall have entered into a binding agreement with respect to the available Sponsor Item(s) for which the Sponsor submitted the Application Form(s);
- f. The rights and obligations of IDSOG and/or the Sponsor under the binding agreement may not be assigned, transferred or delegated by the Sponsor to third parties. However, the Sponsor may assign its rights and obligations under this binding agreement to (i) any of its affiliates, (ii) its successor (including the survivor company of any consolidation or merger) or (iii) its assignee of all or substantially all of its business (jointly "the New Sponsor"), under the condition that IDSOG has provided its written consent prior to such an assignment. Permission of IDSOG for such an assignment must be requested by the Sponsor in writing. In case IDSOG has agreed to such an assignment and the New Sponsor does not fulfill its obligations under the binding agreement, the Sponsor shall be liable for the damage resulting there from;
- g. Any notice required under the binding agreement shall be given in writing by regular mail, email or fax directed in respect of IDSOG to the IDSOG Executive Office and in respect of the Sponsor to the contact details provided by the Sponsor in the Application Form;
- h. No amendment, modification, or supplement of any provision of the Sponsorship Agreement shall be valid or effective unless made in writing and signed by duly authorized representatives of each party;
- i. Any right of IDSOG under this binding agreement shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of IDSOG;
- j. The Sponsor agrees to abide by all relevant standards including: (a) the Accreditation Council for Continuing Medical Education's (ACCME) on Standards for Commercial Support of Continuing Medical Education, or other governing accrediting body standards; (b) the FDA's Guidance for Industry: Industry-Supported Scientific and Educational Activities; (c) the PhRMA Code on Interaction with Healthcare Professionals; (d) the Office of Inspector General's Compliance Program Guidance for Pharmaceutical Manufacturers; and (e) all other relevant standards and guidelines;
- k. The Sponsor acknowledges that from the date of entering the binding agreement it is bound by cancellation conditions as set out in the Terms and Condition in the event of cancellation of one or more Sponsor Item(s).

1.3 Payment

- a. All Fees shall be due and payable upon entering into the binding agreement as set out in Article 1.2(b);
- b. Unless otherwise agreed to the parties and stated in the Sponsor Agreement, any payments to be invoiced by IDSOG will be due and payable net thirty (30) days;
- c. The Fee of the Sponsor Item(s) may be increased with applicable (State) taxes;

TERMS & CONDITIONS (Cont.)

d. The Sponsor will pay the IDSOG invoice by check or bank wire in US;

e. Checks made payable to:

Infectious Diseases Society for Obstetrics and Gynecology
14305 Southcross Dr. W, Suite 100
Burnsville, MN 55306, USA
EIN #03-0271689

f. Bank wire details will be provided upon request by the IDSOG Executive Office;

g. If any Fees are not paid by the due date, Sponsor shall additionally pay to IDSOG (a) a late fee equal to two percent (2%) or the highest legal rate, whichever is lower, of the overdue balance per month compounded monthly; and (b) any costs and expenses incurred by IDSOG (including attorneys' fees) in connection with collection efforts related to the unpaid amount.

1.4. Alteration, Cancellation and Postponement

1.4.1 Alteration

IDSOG reserves the right to advance, postpone, vary and/or change the location of the Exhibition and/or vary and/or change the location and/or size of the Stand Space and/or Booth, and/or the layout of the Exhibition, without the Exhibitor having any claim on IDSOG;

1.4.2 Cancellation

The cancellation conditions set out in Article 1.4.2 apply to all Sponsor Item(s) upon entering into the binding agreement as set out in Article 1.2(b).

1.4.2.1 Cancellation by Sponsor

a. Notification of the Sponsor to cancel one or more Sponsor Item(s) must be submitted to IDSOG Executive Office in writing by regular mail, email or fax;

b. The effective date of cancellation of the Sponsor Item(s) will be the date on which the Executive Office receives the written notice from the Sponsor;

c. If the Sponsor cancels one or more Sponsor Item(s) 3 months prior to the Meeting, a cancellation charge of 50% of the Fee will apply. If a Sponsor cancels one or more Sponsor Item(s) within 3 months of the Event, the Sponsor agrees to pay 100% of the Fee as cancellation charge;

d. If a Sponsor cancels with an outstanding balance due, the Sponsor remains responsible for the entire balance due, plus reasonable legal fees to collect;

e. The cancellation charge represents a reasonable pre-estimate of the likely losses and costs that would be incurred by IDSOG as a result of the Sponsor's cancellation and that they do not represent a penalty. For the avoidance of doubt, IDSOG is not required to mitigate its losses and/or costs in such circumstances and the cancellation charge shall remain payable even where the IDSOG is able to resell the Sponsor Item(s);

f. IDSOG may but is not required to release the Sponsor from its obligation to pay the cancellation charge if, after the cancellation by the Sponsor, IDSOG has entered into a binding agreement with a third party for the Sponsor item(s) which had been cancelled by the Sponsor. Under no circumstances is IDSOG obliged to find such a third party.

1.4.2.2 Cancellation or Postponement by IDSOG

a. IDSOG reserves the right to cancel the Meeting at any time. In the event the Meeting is entirely or partially

TERMS & CONDITIONS (Cont.)

canceled or postponed other than due to a Force Majeure, Sponsor's sole and exclusive remedy with respect to any damages, including incremental and consequential damages, sustained by Sponsor as a result of such non-occurrence or postponement, are the Fees paid by the Sponsor. IDSOG shall refund these Sponsor Fees less Sponsor's pro-rata share of expenses relating to the Sponsor Agreement, as determined by the IDSOG;

b. In the event of Force Majeure, IDSOG may cancel, amend the date of the Meeting or change the Venue or otherwise alter the Meeting. A Force Majeure is defined as a circumstance or occurrence beyond the parties' control which makes it inadvisable, illegal, commercially impracticable, or impossible for the Meeting to take place as planned, including, without limitation: (i) acts of God, (ii) disasters (including, but not limited to, fire, flood, severe weather, and earthquake), (iii) war, (iv) civil disorder, (v) suspected or actual terrorism, (vi) government regulation (including, but not limited to, declared states of emergency), (vii) national or international public health authorities' (including, without limitation, the Centers for Disease Control or the World Health Organization) declaration of public health emergencies, communicable disease, epidemic or pandemic advisories or alerts, (viii) strikes or work stoppages, (ix) curtailment of transportation services (including, without limitation, travel bans and advisories), (x) public or private policies which restrict or prohibit participants of the Meeting from traveling to or attending the Meeting;

c. Should the Meeting be cancelled, curtailed or adversely affected by any cause not within the reasonable control of IDSOG including but not limited to any of the Force Majeure events as identified above, the IDSOG shall be under no obligation to refund all or part of the Fees paid by the Sponsor in respect of his participation in the Meeting. IDSOG shall be under no liability to the Sponsor or any other person in respect to any actions, proceedings, claims, demands, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Sponsor as the result thereof.

1.5 Termination

1.5.1 Termination for Cause

If either party materially breaches the binding agreement, then the non-breaching party may give written notice to the breaching party that if the default is not cured within thirty (30) days, the binding agreement may be terminated. If the non-breaching party gives such notice and the breach is not cured during the thirty (30) day period, then the binding agreement may be terminated by the non-breaching party within thirty (30) days following the end of the cure period by sending written notice to the breaching party.

1.5.2 Termination for Failure to Perform

The Sponsor Item(s) is contingent upon Sponsor's payment of the Fee set out in Article 1.3 and Sponsor's performance of its Sponsor Obligations. The Sponsor shall perform the obligations, as specified in the Prospectus, according to the due dates and other specifications set forth therein. In the event that Sponsor fails to perform any such obligations, IDSOG may, at its discretion, immediately terminate this binding agreement for material breach and give the Sponsor Item(s) to another company. In such an event, IDSOG will have no obligation to refund any Fees previously paid by Sponsor.

1.5.3 Termination for Potential Damage to Reputation

IDSOG may, at any time in its discretion, terminate this binding agreement if IDSOG reasonably believes that Sponsor's affiliation with the Meeting or IDSOG will damage the reputation of or otherwise harm the Meeting or IDSOG.

1.6 Liability, Indemnity and Insurance

a. Neither IDSOG nor any of its members, officers, agents or employees shall be held liable for, and are released

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Infectious Diseases Society for Obstetrics and Gynecology

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TERMS & CONDITIONS (Cont.)

from liability for, any damage, loss, harm or injury to the person or property of the Sponsor or any of its officers, agents, employees or other representatives or injury to any person(s) connected thereto, irrespective of how these expenses, losses, damages, harm or injury may have occurred, except such as may arise from IDSOG's willful misconduct or gross negligence;

b. IDSOG is not responsible or liable for the correct operation of any or part of the technical installations at sponsored events and/or at the Exhibition, and cannot be held liable for damages of any kind incurred by the Sponsor, caused by insufficient or incorrect operation of these technical installations or parts thereof, except such as may arise from IDSOG's willful misconduct or gross negligence;

c. The Sponsor accepts full responsibility and liability for the repair of any damages directly or indirectly caused by the Sponsor to the property of the Venue or third parties;

d. The Sponsor and their agents agree to protect, indemnify, defend and hold harmless and undertakes to indemnify IDSOG in respect of, but not limited to, all claims, actions, proceedings, costs, expenses, damages or liabilities, including bodily injury, harm or death, arising from or in connection with the construction, decoration, operation, activity or dismantling by the Sponsor during a sponsored event and/or by the Exhibitor of the Stand Space and/or Booth during the Exhibition;

e. The Sponsor accepts full responsibility and liability for all costs for legal procedures, legal and other expert aid, incurred by IDSOG as a result of the Sponsor not complying with the Terms and Conditions;

f. Sponsors and their agents agree to protect, indemnify, defend and hold harmless the Venue and IDSOG, their employees and agents against all claims, liability, injuries and damages to persons or property, governmental charges or fines and attorney's fees arising out of fines and attorney's fees arising out of or caused by negligence or wrongful acts of the Sponsor or their agents, servants or employees. Sponsor acknowledges responsibility for obtaining adequate insurance coverage against property loss or damage and against liability for personal injury;

g. To the extent permissible by Law, the Sponsor and its third party contractor shall, at its sole cost and expense, procure, and maintain comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than a minimum of \$1,000,000 per occurrence and a minimum of \$2,000,000 aggregate coverage. Such insurance shall name IDSOG, its Board of Directors and officers; Status Plus (association and meeting management company) and its employees; Venue; and Freeman (exhibit services company) each as an additional insured. The Sponsor also shall maintain statutory Workers' Compensation insurance. All property of the Sponsor shall remain under its custody and control in transit to and from the confines of the Exhibit space. IDSOG reserves the right to cancel this Sponsor Agreement if Sponsor does not provide evidence of the required insurance coverage, in the form of a Certificate of Liability Insurance signed by an authorized representative of the insurer(s), to the IDSOG Executive Office, as soon as practical, but in no event more than three (3) calendar days after request, time being of the essence.

2. Sponsor Items

2.1. Exhibitor Information and Guidelines

2.1.1 Stand Space and Booth

a. All Exhibitors are clearly identified with their company name, product name and/or logo;

b. The Exhibitor shall keep its Stand Space and/or Booth open, clean and in good order throughout the Exhibition;

c. Subletting or sub-using (part of) the Stand Space and/or Booth by the Exhibitor without prior written approval from IDSOG is not permitted;

TERMS & CONDITIONS (Cont.)

d. Exhibit booths must be staffed at all times while the Exhibition area is open;

e. Exhibitor must comply with all applicable FDA regulations for presentation to U.S. attendees. Any medical device, pharmaceutical or other type of medical product still under clinical investigation that is graphically depicted at a commercial exhibit must:

- Be prominently labeled as still being under clinical investigation
- Contain only objective statements about the product
- Contain no claims on safety, effectiveness or reliability
- Contain no comparative claims to other marketed products
- Exist solely for the purpose of obtaining investigators
- Be accompanied by directions for becoming an investigator and a list of investigator responsibilities
- Contain the statement: “Caution—Investigational Product— limited to investigators’ investigational use” or a similar statement of prominent size and placement

Furthermore, if the product is not licensed or approved by the FDA for the use in which it is being promoted at this meeting, that fact must be properly disclosed following FDA guidelines;

f. Interviews, demonstrations, and the distribution of literature or samples must be made within the Stand Space;

g. Interviews and demonstrations on the Stand Space will be permitted only after prior written approval by IDSOG;

h. The Exhibitor shall arrange for and procure all necessary licenses, approvals and other documents required for the construction of and in connection with the Exhibitor’s occupation and use of Stand Space and/or the Booth during the Exhibition, to the satisfaction of, and in a timely manner as indicated by IDSOG;

i. The Stand Space’s and/or Booth’s technical installations must be approved by IDSOG or persons duly authorized by IDSOG. The technical installations, provided by or through IDSOG, or by or through the third party contractor, shall be operated only by personnel appointed or approved by IDSOG or the third party contractor;

j. No exhibit, display of products or working demonstrations which involve substances of a dangerous, explosive or any kind of objectionable nature may be brought or held in the Venue without prior written approval from IDSOG and the Venue;

k. All materials used in the exhibit hall must be flameproof and fire resistant in order to conform to the local fire ordinances;

l. Fundraisers, auctions, or activities that involve donations other than to IDSOG are not permitted;

m. Any scientific and/or educational presentations are prohibited within the Exhibition area. However, presentations that promote a company’s products and services are allowed within the company’s Stand Space;

n. The Exhibitor is not allowed to place product(s), goods and/or promotional material(s) outside the Stand Space, to hold inquiries among the visitors and participants in and around the Venue, to distribute advertising material outside the Stand Space and around the Venue, to make any announcements regarding the Exhibition on radio and/or television nor make recordings for commercial purposes without prior written approval from IDSOG;

o. No one under the age of 18 is allowed admission to the exhibit hall at any time;

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- p. Exhibiting companies are solely responsible for collecting any information about actions within their exhibit space that constitutes a payment or transfer of value to any Covered Recipient that is required to be reported under the Sunshine Act as per the Centers for Medicare & Medicaid Services (“CMS”);
- q. The Exhibitor shall be solely responsible for complying with the American Disability Act (ADA) with regards to its Stand Space and shall be solely responsible for any claims arising out of the acts or omissions of the Exhibitor or its employees or third party contractors;
- r. After the binding agreement has been entered into, a manual containing further information concerning the Exhibition, together with order forms for booth services and additional fittings regarding the construction, installation and decoration of the Stand Space and/or Booth (e.g. connections, electrical installation and electrics, water, furniture, AV, food and beverage, etc.) and activities to be held at the Stand Space and/or Booth shall be provided by the IDSOG Executive Office to the Exhibitor. These services and additional fittings will be invoiced by or on behalf of the Venue and/or exhibit services company. The Exhibitor must order the services and additional fittings and pay the related invoices in a timely manner, as instructed by the Venue and/or exhibit services company.

2.1.2 Distribution of Giveaways, Contests and Food

- a. IDSOG follows the Council of Medical Specialty Societies (CMSS) “Code for Interactions with Companies” regarding exhibitor giveaways. For full text the document can be viewed at www.cmss.org (“Code for Interaction with Companies”). All items distributed must be useful at the meeting and/or relate to the professional activities of the Booth visitors. Items must be small in size and made available to all participants regardless of registration type or demographics as long as the supplies last;
- b. Exhibiting companies distributing giveaways are required to submit a request for approval of giveaway to IDSOG;
- c. Only approved items may be distributed. Any exhibiting company found distributing materials that have not been officially approved will be asked to cease distribution immediately and will be penalized;
- d. Requesting personal information to be provided by participant in order to obtain a giveaway item is allowed if the participant is willing to provide this information; however, a participant who does not wish to provide personal information must still be allowed to receive the giveaway item;
- e. The serving of food and/or beverages in Booths must be requested in writing to IDSOG and the Venue;
- f. Serving alcoholic beverages in Booth is not permitted.

2.1.3 Selling

Selling is allowed from the Stand Space. However, Exhibitor is required by the laws of the jurisdiction in which the Meeting is being held to be solely responsible for the collection and remittance of any sales or other taxes imposed on them.

2.1.4 Noise, Light and Odors

Noisy or obstructive work is not permitted during open hours of the Exhibition area, nor are noisily operating displays or overly bright or distracting lights, nor exhibits producing objectionable odors. IDSOG shall have the sole discretion in determining what is noisy, overly bright, distracting, obstructive or objectionable.

2.1.5 Construction, Decoration and Dismantling

- a. Unless the Application Form specifies otherwise (and provides for ordering a Standard Booth and additional

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service, fitting, and installation) IDSOG supplies each Stand Space with a 6' table with 2 chairs, 1 wastebasket and one standard electrical outlet. Any additional service, fitting installation and/or Booth shall be provided by the Venue to the Exhibitor, after application as specified hereunder;

b. The installation, operation and dismantling of the Stand Space and/or Booth and the display of products or exhibits is to take place in consultation with IDSOG. IDSOG or persons duly authorized by IDSOG are authorized to give instructions and directives and to make regulations;

c. IDSOG and/or the Venue shall inform the Exhibitor in writing of the date and time on which the Stand Space shall be available for installation and decoration, the date and time the Stand Space must be completed as well as the date and time the dismantling of the Stand Space may commence and is to be completed. Except for the date and times indicated by IDSOG, no construction and installation work and the carrying in of goods is allowed. These dates and times may be changed by IDSOG;

d. Should the Exhibitor for any reason fail to remove all its property or otherwise fail to vacate the Stand Space by the date and time specified by IDSOG, the Exhibitor shall be fully responsible for any penalties imposed on IDSOG or any other losses or costs incurred by IDSOG as a result thereof. Without prejudice to any other right or remedy of IDSOG, IDSOG may remove any property of the Exhibitor from the Stand Space after said time at the Exhibitor's expense, without any liability for loss or damage to such property;

e. Plans with respect to any construction, decoration and further fittings, which are not to be provided by or via the Venue, and an outline of the Exhibitor's projected activities are to be submitted for approval to IDSOG, in a timely manner as indicated by IDSOG. IDSOG may make all necessary amendments to the Exhibitor's planned construction, decoration and activities. No construction can take place, decorations made, or activities undertaken without the prior written approval by IDSOG. The Exhibitor shall not change the construction, decoration, and activities from the approved plan without prior written approval by IDSOG. The Exhibitor is responsible and liable for all extra costs associated with the Exhibitor's proposed plans.

2.2 Industry Representative Badges

a. The Sponsor's representatives shall be restricted to employees of the Sponsor's company and third party contractor or consultant who are registered to attend the Meeting; All Sponsor's registered representatives will receive an Industry Representative Badge;

b. All Sponsor's representatives are clearly identified on their badge, with their first and last name and Sponsor's company name;

c. Sponsors will be allowed a certain number of Industry Representative badges based on their support level, as further specified in the Prospectus and/or Sponsor Agreement. There will be an additional charge for each additional badge over and above those included in the support level;

d. No trading of badges with other industry representatives or attendees is allowed;

e. Each industry representative must always wear the badge provided by IDSOG while attending the Meeting functions.

2.3 Promotional Materials

a. No publicity of any kind or in any form is allowed for companies not identified as Sponsor;

b. No commercial advertising of any kind or in any form, including distribution of promotional materials, is permitted outside of the Exhibition area. Commercial advertising of any kind or in any form, including distribution of promotional materials, by Sponsor is only allowed from the Stand Space in the Exhibition area;

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- c. All promotional materials, including but not limited to invitations, signs, door drops, advertisements, door hangers and hotel room key cards, are subject to approval by IDSOG;
- d. The deadline to submit promotional materials for IDSOG to approve is 6 weeks prior to the start of the meeting. Allow at least five business days for IDSOG to review;
- e. Promotional materials may only be used to promote a company in general, or its product(s) and/or services;
- f. Advertising must be related to the field or practice of women's health as is approved by IDSOG on the basis of its scientific objectivity and accuracy of information presented;
- g. Promotional materials may not use the IDSOG or Meeting logo. The name of IDSOG or the Meeting may be mentioned one time in each communication for identification purposes, in a reasonably- sized, neutral font, and may in no way imply endorsement of the company in general nor its products and/or services. Neither IDSOG nor the Meeting may be part of the title or heading, be prominently featured or listed first in printed materials;
- h. A booth number or Industry Symposium timeslot may be mentioned;
- i. The Sponsor shall allow IDSOG or persons or legal entities duly authorized by IDSOG to publish an Exhibit Guide, compiled on the basis of information to be furnished by the Sponsor. Sponsor shall duly submit the required information to IDSOG as specified by IDSOG. IDSOG accepts no responsibility or liability for any errors and/or omissions in the Exhibit Guide.

2.4 Industry Symposium

2.4.1 General

- a. Industry Symposium organizers must submit their preliminary program to the IDSOG Executive Office, who will present it to the Meeting Committee, Meeting Chair and COI Committee for approval. The latter reserves the right to adjust the program and/or speakers if necessary. The deadline for submission of the program (titles + speakers) is at least 6 weeks prior to the start of the Meeting. Allow at least five working days for IDSOG to review the program;
- b. Applications for Industry Symposia will be accepted on a first come, first served basis; however, priority assignments will be given Platinum Level Sponsors, followed by Gold Level Sponsors, and companies that sponsored a symposium at the previous IDSOG Meeting, in this order. IDSOG will provide non-competitive time slot, meeting room, standard Audio-Visual Equipment and Food & Beverages;
- c. Industry Symposium will be clearly identified as “Non-CME Industry Sponsored Symposium”;
- d. Registration to the Meeting is required for admission to the Industry Symposium;
- e. IDSOG will provide, upon request, an officer for introduction or moderation of the Industry Symposium free of additional charges. IDSOG reserves the right to *refuse this request by Sponsor for any reason*;

2.4.2 Room Set-up and Assignments

- a. All Industry Symposium meeting rooms will be set banquet style – no exceptions. This will ensure the maximum potential attendance for the event;
- b. Industry Symposium lectures must be contained within the assigned meeting room;
- c. Videotaping the Industry Symposium within the assigned meeting room is permitted, however, videotaping outside of the designated area is strictly prohibited;
- d. All food functions must occur within the assigned Industry Symposium time frame.

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2.4.3 Promotional Materials

- a. Unless specified differently hereunder, all conditions as set in Article 2.3 apply to Industry Symposium promotional materials;
- b. Sponsor is allowed to distribute promotional materials in the assigned meeting room within the assigned Industry Symposium time frame;
- c. IDSOG allows one poster/sign at the entrance of the Industry Symposium meeting room. The sign can be put in place one hour prior to the start of the event and must be removed immediately following the event;
- d. All Industry Symposium materials must contain the following statement: "This event is neither sponsored by nor endorsed by IDSOG".

3 Auxiliary Event by Sponsor

- a. The organization of an auxiliary event by the Sponsor is subject to approval of IDSOG;
- b. The auxiliary event cannot take place during official program hours of IDSOG (including educational and/or social program);
- c. The IDSOG Executive Office must receive a full outline of the auxiliary event at least 6 weeks prior to the start of the Meeting. Allow at least five working days for IDSOG to review the request. IDSOG reserves the right to *refuse any request for the organization of an auxiliary event by Sponsor for any reason*;
- d. Unapproved auxiliary events are not allowed to take place. If it does take place, the Sponsor will be penalized, notwithstanding all other rights of IDSOG.

4 Hospitality Suites

Sponsors are eligible to reserve hotel suites or meeting rooms in the Venue for hospitality purposes. The Sponsor shall send IDSOG a request for the hospitality suite, and, upon approval, will reserve the hospitality suite directly with the Venue (subject to availability). Hospitality suites are limited to no more than 20 people during official program hours of the Meeting.

5 Final Clauses

- a. IDSOG is entitled to rule upon all matters not provided for in these Terms and Conditions and to make any necessary amendments or additions hereto, which shall thereupon become binding to the Sponsor;
- b. The rules of organizing a sponsored event and/or an exhibition in the Venue, is stated in general regulations of the Venue, are inextricably linked in these Terms and Conditions;
- c. In the event of a dispute between the parties in connection with this binding agreement, the parties agree that the matter shall be subject to the exclusive jurisdiction of the courts of Vermont, USA;
- d. The prevailing party shall be entitled to reasonable attorney's fees, costs and disbursements in addition to other relief to which it may be entitled, provided that, if the prevailing party fails to recover the entire amount claimed, recovery of costs and fees shall be limited to the amount which bears the same relationship to the total costs and fees incurred by the prevailing party as the amount recovered bears to the amount claimed;
- e. These Terms and Conditions apply to, and are inextricably linked by reference therein, all agreements pursuant to and in connection with the binding agreement between IDSOG and the Sponsor;
- f. No other terms and conditions shall apply unless such terms and conditions have been accepted by IDSOG. Such acceptance shall be made in writing.

APPENDIX A: Sponsor/Exhibitor APPLICATION FORM

The undersigned company will support the IDSOG Annual Meeting

Company:	Contact person:
Address:	City:
State/Province: Zip:	Country:
Phone:	E-mail:

Support Options (Please select):

Sponsor Packages:	
<input type="checkbox"/> Gold Level Sponsor	US\$ 34,000
<input type="checkbox"/> Silver Level Sponsor	US\$ 24,500
<input type="checkbox"/> Bronze Level Sponsor	US\$ 6,500
Exhibition:	
<input type="checkbox"/> Tabletop Exhibit	US\$ 4,500
A La Carte Sponsor Opportunities:	
<input type="checkbox"/> ISS – Lunch	US\$ 23,500
<input type="checkbox"/> ISS – Breakfast	US\$ 17,500
<input type="checkbox"/> Welcome Reception	US\$ 8,000
<input type="checkbox"/> Awards Ceremony/Dance	US\$ 8,000
<input type="checkbox"/> Sponsored Attendee Lanyard	US\$ 3,250
<input type="checkbox"/> AM or PM Break	US\$ 5,500
<input type="checkbox"/> Hotel Room Keycard	US\$ 5,500

Exhibit Guide Advertising:	
<input type="checkbox"/> Full Page Ad (8.5" X 11"):	
<input type="checkbox"/> Outside Back Cover	US\$ 2,625
<input type="checkbox"/> Inside Front/Back Cover	US\$ 2,100
<input type="checkbox"/> Internal Page	US\$ 1,575
<input type="checkbox"/> Half Page Ad (8.5" X 5.5"):	US\$ 900

Total Amount: US\$ _____

By signing the Application Form, the undersigned confirms that it has read and agrees to the enclosed IDSOG Terms and Conditions. The IDSOG Terms and Conditions, which also apply to this Application Form, provide for a limitation of liability. By submitting this Application Form, you are making an irrevocable offer to enter into a Sponsor Agreement for the Level indicated above. The conditions of the submission of this Application Form followed by Confirmation by IDSOG leads to a binding Sponsor Agreement. Please see Article 1.2(b) of the IDSOG Terms and Conditions for more information.

Authorized Signature: _____

Date: _____

Please scan and email completed form to: meeting@idsog.org