

## EXHIBIT A-GENERAL TERMS AND CONDITIONS

### 1. ACTIVITY CONTENT AND PLANNING

1.1 The Activity shall be independent and non-promotional, focused on educational content, and free from commercial influence or bias. Information presented about commercial products shall be objective and based on scientific methods generally accepted in the scientific community.

1.2 CBBS shall control the planning, identification of educational needs, determination of educational objectives, selection of presentation content, selection of all persons and organizations that will be in a position to control the content of the Activity, scientific integrity, selection of educational methods, evaluation of the Activity, and implementation of the Activity, including the selection of speakers, moderators, authors, or other faculty.

1.3 The Commercial Interest shall not engage in scripting, targeting points for emphasis, or any other actions designed to influence the content of the Activity.

1.4 CBBS represents that all speakers, moderators, authors, or other faculty have disclosed any potential conflicts of interest in writing.

1.5 The Commercial Interest may provide services in support of the preparation of event materials; however, these materials shall not, by their content or format, advance the specific proprietary interests of the Commercial Interest.

1.6 CBBS shall have sole control over selecting the invitees to the Activity.

1.7 Disclosure shall be made to the audience prior to the beginning of the Activity of the following:

- Any known commercial relationships between CBBS, authors, presenters, or moderators and the Commercial Interest.

1.8 Disclosure shall never include the use of a trade name or a product-group message. The acknowledgment may state the name, mission, and clinical involvement of the Commercial Interest as well as corporate logos and slogans as long as they are not product promotional in nature.

### 2. PROVISION OF SUPPORT

2.1 Provision of Exhibit shall not be conditioned on CBBS's acceptance of advice or services concerning, faculty, authors, or participants, or other educational matter, including educational content of the Activity.

2.2 The parties acknowledge and agree that the provision of exhibit has been negotiated in an arm's-length transaction and has not been determined in a manner which takes into account the volume or value of past referrals or business, if any, that may otherwise be generated between the Commercial Interest and CBBS nor is the provision of exhibit an inducement for future referrals or business.

### 3. COMPLIANCE MATTERS

3.1 There is no requirement under this Agreement, or any other agreement between the Commercial Interest and CBBS, that CBBS or any other party refer any business to the Commercial Interest for products or services or purchase, lease or order any products from the Commercial Interest nor is the provision to exhibit described herein a reward for any prior referrals.

3.2 The Commercial Interest acknowledges that, in addition to complying with all applicable state and federal laws and regulations, CBBS' internal regulatory compliance guidelines, programs, or other policies, the Commercial Interest intends to adhere to the Accreditation Council of Continuing Medical Education's (ACCME) *Standards for Commercial Support*<sup>SM</sup>.

### 4. CANCELLATION

4.1 Either party may cancel this Agreement at any time upon thirty (30) days' prior written notice to the other party. If a party breaches the terms of this Agreement, that party should have a reasonable period of time to cure such breach. Should that party not cure the breach in a reasonable period of time, CBBS may cancel this Agreement immediately.

4.2 Cancellation of this Agreement shall not release or discharge either party from any obligation, debt, or liability which shall have previously accrued and remains to be performed upon the date of termination.