

## Continuing Medical Education Exhibitor Agreement

1. By signing this University of Washington (UW) Medicine Continuing Medical Education (CME) Exhibitor Agreement (“Agreement”), the company listed at the end of this Agreement (also referred to as “Exhibitor” or “Exhibitor’s representatives”) agrees to comply with the ACCME Standards for Integrity and Independence in Accredited Continuing Education; UW CME Application for Exhibit Space (“Application”); the terms of this Agreement; the AMA Opinion on Gifts to Physicians; and other applicable regulations or standards.

Any actions not in accordance with this Agreement may result in the removal of the Exhibitor and its representatives from the activity or event site, in which case no refund will be allowed. Further, additional measures such as prohibiting the Exhibitor and its representatives from future involvement in UW CME events may occur.

2. CME activities, including facility arrangement, participant selection, program content, and format are the exclusive responsibility of UW CME, which reserves the right to add, delete, or change any terms, conditions, regulations, and decisions pertaining thereto. UW CME reserves the right to accept or refuse an exhibitor’s application at its sole discretion.

The Exhibitor’s representative(s) agree to report to the registration table or virtually exhibit hall prior to engaging in any activities in connection with the event. The exhibitor fee must be paid prior to participation. Payment may be made either by check (made payable to *University of Washington*), by credit card, or by ACH.

3. By paying the exhibit fee, the Exhibitor is purchasing the following:

- a. Use of a single table and two chairs in the exhibit space.
- b. Permission to display Exhibitor identification signage, such as a tabletop sign, table runner, or banner, as provided by the Exhibitor.
- c. Permission for two representatives (unless otherwise stated) to exhibit the product/service.
- d. Permission to attend the CME activity is subject to the conditions set forth below.
- e. Permission to participate in any meals/refreshments at the CME activity.
- f. Appropriate acknowledgment at the CME activity. Such acknowledgement will not contain the logo of any individual Exhibitor. Rather, the course director (or other UW

CME representative) will acknowledge the exhibitors and the availability of the exhibit space generally for attendees who choose to visit it.

4. The foregoing is subject to the following provisions:

I. Adherence to ACCME Standards

- a. Arrangements for exhibits and/or advertisements will not influence educational planning, interfere with the presentation of the CME, or be a condition of the provision by the Exhibitor of commercial support for the CME.
- b. The exhibit space will be kept completely separate from the educational activity. Specifically:
  - i. Exhibits, advertisements, and promotional materials will not be displayed or distributed in the educational space immediately before, during, or after the CME activity.
  - ii. Exhibitor representatives will not engage in sales or promotional activities while in the space or place of the education. **Accordingly, any time an Exhibitor representative enters the educational space to attend the educational activity; they must refrain from asking questions or leading the discussion in any way that could be construed as sales or promotional activity.**
  - iii. Product promotion materials or product specific advertising of any type is prohibited in the educational space of the CME activity at all times. The juxtaposition of editorial and advertising material on the same products or subjects is not allowed. **Because education and promotional materials must be kept completely separate from the educational activity, Exhibitor representatives must refrain from wearing clothing or badges featuring company logos, trademarks, slogans, or promotional language while in the education space.**
  - iv. **UW CME will not provide a list of program attendees. Demographic information is available upon request.**

II. Other General Provisions

- a. The Exhibitor will not provide or distribute any gifts. A “gift” is defined as any item, product, or service of any value, and herein the term includes, but is not limited to: pens, notepads, mouse pads, memory sticks, food, candy, cash, coffee mugs, article reprints, meals and entertainment, massages, travel, gift cards, certificates or vouchers, equity, or other ownership interest.

- b. The Exhibitor will not conduct any drawings or contests as part of the exhibit or CME activity unless otherwise noted.
- c. No activities shall be scheduled by the Exhibitor, its employees, agents, or representatives to take place on the premises and during the time of the CME activity without the express written permission of UW CME.
- d. The taking of photographs, other than by an official UW photographer, is prohibited.
- e. UW, UW Medicine, and UW School of Medicine's names, insignias, logos, and acronyms are proprietary marks and may not be used in signs, advertising, or promotions in any media or product literature, either inside or outside of the exhibit area, unless prior written approval has been received from UW, which is unlikely to be granted.
- f. In recognition of the common interests of all exhibitors, UW CME, and the learners and other attendees in maintaining the appropriate standards of professional behavior during this CME activity, the Exhibitor shall not disrupt the activity by interrupting the speaker or engaging in any other objectionable behavior. UW CME reserves the right to determine when this condition exists, and to immediately prohibit the Exhibitor from further participation in the event or in future UW CME activities.
- g. The Exhibitor is responsible for shipping and storing any exhibit supplies, and for payment of any such transportation or storage arrangements. UW CME will be available to assist the Exhibitor in contacting an appropriate venue representative, but UW CME will not be responsible for making these arrangements or paying costs associated with shipping and storage or for any damage or loss of products or materials.
- h. The Exhibitor, its employees, representatives, or agents may not bring or allow to be brought into the exhibit or educational space any articles that will or may damage the exhibit or educational space where the exhibit and CME activity are taking place. Nor shall they perform any act in the exhibit or educational space that will or may damage said space; nor shall they permit any actions by employees, participants, or agents that will or may damage said space. No signs, attachments, nails, screws, or other similar fasteners can be affixed to the walls, floors, or any parts of said premises without written permission.
- i. Exhibitors are reminded to construct their exhibit table in full compliance with the Americans with Disabilities Act (ADA).
- j. UW and any of its officers or staff members will not be responsible for the safety of the Exhibitor's property in any way, including safety from theft or damage by fire, accident, or other causes. UW shall not be held accountable or liable for, and its officers and staff are hereby released from accountability or liability for, any damage, loss, harm, or injury to the person or any property of the Exhibitor from theft, fire, or other causes.

- k. Exhibitor shall indemnify, defend and hold harmless UW from any and all losses, costs, damages, liability and expenses (including reasonable attorney fees) that may arise as a result of the acts or omissions of the Exhibitor's officers, directors, employees, or agents exhibiting at CME activities.
- l. Cancellations by the Exhibitor must be submitted to the UW CME office via email (cmeconf@uw.edu) thirty (30) days prior to the CME event. A \$500.00 fee will be charged for all cancellations unilaterally initiated by the Exhibitor. In case of fire, acts of God, or any other causes beyond the control of UW CME that prevent the occurrence of this CME activity, this Agreement shall be void, and any pre-paid Exhibitor fees will be refunded in full. However, such refunds will be limited to fees actually paid to and received by UW CME, and will not include any ancillary expenses incurred by the Exhibitor, including but not limited to air fare, hotel accommodations, and shipping and storage fees or reservations.
- m. In case of cancellation of the CME activity within the control of UW CME or the program director (e.g., for cause such as low attendance), UW CME will refund in full any Exhibitor fees already paid. Such refunds will be limited to fees actually paid to and received by UW CME, and will not include any ancillary expenses incurred by the Exhibitor, including but not limited to air fare, hotel accommodations, and shipping and storage fees or reservations.

5. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect.

I acknowledge my intention to exhibit at the CME activity listed below, that I have read and understand all the terms of this Agreement, and that as an authorized agent of the Exhibitor, I agree to comply with this Agreement.

Name and Title:

CME Event/Program Title: 16<sup>th</sup> Annual Comprehensive Oncology and Hematology Review Course

Signature: \_

DATE:

Company/Exhibitor Name: