



PROMOTION AND/OR EXHIBIT AGREEMENT

The University of Virginia School of Medicine and School of Nursing, a Joint Accreditation Provider for Interprofessional Continuing Education (UVACE) is the designated entity responsible for managing the conduct of all activities associated with independent Continuing Education activities accredited through the University of Virginia School of Medicine and School of Nursing IPCE Program. UVACE is responsible for ensuring that all such educational activities are designed to provide education based on the most current science and to serve the educational needs of physicians and healthcare professionals and teams. In addition, UVACE is responsible for ensuring that all such educational activities are developed without the influence of commercial interests (*ineligible companies*) in compliance with the *ACCME Standards for Integrity and Independence in Accredited Continuing Education* and related policies, as well as other federal regulations and voluntary guidelines (PhRMA, AdvaMED, etc).

In an effort to provide physicians, healthcare professionals and teams with access to information about currently available therapies, equipment and tools, UVACE may elect to provide promotional opportunities in conjunction with accredited educational activities, such as exhibits, advertisements, or marketing options to commercial entities (each a "Company").

By applying for a promotional or exhibit opportunity, the Company agrees to the following terms and conditions for exhibits and/or promotional opportunities at this UVACE-accredited educational activity:

- 1) The Company's exhibit is considered an "associated commercial promotion" and not part of the educational agenda/activity. As an associated commercial promotion, the exhibit is subject to the Standards of the *ACCME Standards for Integrity and Independence in Accredited Continuing Education (Standards)* and related policies.
- 2) As required by the *Standards*, the Company and its representatives:
 - a. Will have no involvement or input into the planning, design, faculty selection, or evaluation of the activity;
 - b. Will not interfere with the presentation of the education;
 - c. Will not place any conditions on their financial or in-kind support related to the accredited education.
- 3) Permission to participate in a promotional opportunity or to set up an exhibit (live or virtual) and the fees charged therefore ("Promotional Fees") are established/managed by the UVACE and are not contingent upon nor related to the receipt of grants for the educational program. The Exhibit Fee represents fair market value and is the same as the fees charged to other exhibitors for similar promotional activities.
- 4) The placement of exhibit booths/tables is at the sole discretion of the UVACE.
- 5) All promotional activities must be conducted within the Company's assigned location (table/booth/virtual) space, and shall not be conducted so as to interfere in any way with the educational activity.
- 6) If exhibiting, the company and its employees and representatives agree to abide by the Exhibit Rules and Regulations attached to this agreement.
- 7) Neither UVACE or the host organization (Host), nor any of their officers, agents, employees, affiliates or other representatives shall be held liable for, and they are hereby released from liability for, any damage, loss, harm or injury to the person or property of the Company or any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident or any other cause. The Company shall also indemnify and hold harmless Host and UVACE from demands, suits, liability, damages, loss, costs, attorneys' fees and expenses of whatever kind of nature, including but not limited to, claims of damage or loss resulting from the breach of these terms, conditions and rules, claims of property or personal injury caused by or attributable in whole or in part to any action or failure to act whether by negligence or otherwise, on the part of the Company or any of its officers, agents, employees or other representatives.
- 8) Company represents and warrants that all of its promotional activities undertaken hereunder will comply with all applicable federal, state and local laws, rules and regulations.
- 9) The Company will not use the name of the University of Virginia, or its School of Medicine, School of Nursing, UVACE, the name of the educational activity, or the names of any of their employees or agents without prior written permission.
- 10) This Agreement states the entire agreement and understanding of the parties with respect to the subject matter set forth herein, and supersedes all prior oral and written agreements relating thereto.
- 11) This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia.



RULES AND REGULATIONS FOR EXHIBITORS

General Information

Staffing Exhibits: All exhibits must be staffed by representatives of the exhibiting company each day of the conference 30 minutes before each exhibit session to 30 minutes following the session, as published in the online agenda. Each representative must be prepared to explain and/or demonstrate the company's products or services.

Exhibitor Representatives: Registration is required for the primary representative and any additional representatives.

Exhibitor Functions: Exhibitors must receive permission, in writing, from UVACE, if they wish to hold any event at the conference venue during the conference dates.

Exhibitor Badges: Only exhibitors with badges will be authorized to enter the exhibit area during non-public hours.

CE Education: Exhibitor representatives who would like to attend educational sessions or receive CME credit are required to register separately for the conference.

Assignment of Space: Exhibit space will be allocated at the sole discretion of UVACE with due regard to the date upon which the registration was received, regard for relevance of exhibit, exhibitor preferences, and date payment for exhibit space is received. The allocation of exhibit space by UVACE will be final and binding upon all exhibitors.

Register to Exhibit: The exhibit registration must be completed in full. Upon approval of the registration by UVACE, it shall become binding upon both UVACE and the exhibitor concerning all matters included in the Exhibit Rules & Regulations. Receipt of registration to exhibit or support does not automatically indicate approval. The program educational committee will review all registrations and suitability for participation in the exhibits program.

Exhibit Rules

Educational Material & Promotional Items: Exhibitors may provide educational material about their products and services and may demonstrate equipment in their exhibit space. Be mindful of AMA's policy, which states: Any gifts accepted by physicians individually should primarily entail a benefit to patients and should not be of substantial value. All material must be distributed from the company's assigned space. All sales, taking of orders, displays, and distribution of literature are limited exclusively to the Exhibitor's assigned space. UVACE, at its sole discretion, reserves the right to remove, restrict or prohibit any companies whose products, services, displays, contests, promotions, or giveaways interfere with other exhibits, disturb patrons, or are in violation of any applicable laws, rules, or ordinances. Such removal, restriction or prohibition will not constitute a refund of any fees paid by the exhibiting company.

Eligibility for Exhibiting: The following qualifications are required of all exhibitors at the Conference. Products or services viewed must further the purpose of the meeting and provide an atmosphere conducive to exchanging information relevant to the clinical content of the conference. Products or services must be related to the clinical content of the conference and relevant to patient treatment and care in private practice, hospitals, institutions, academic medical centers, or other health-related facilities.

Termination of Meeting and Exhibits: Should the meeting and exhibit be materially interfered with by reasons of action of the elements, strike, picketing, boycott, embargo, injunction, war, riot, governmental agency, pandemic, or any other act beyond the control of UVA CME, the contract for Exhibit Space may be terminated. UVACE and conference management will not incur any liability for damages sustained by an exhibitor as a result of such termination.

In the event of such termination, the exhibitor expressly waives such liability and releases conference management of and from all claims for damages and agrees that conference management shall have no obligations to exhibitors except to refund the exhibitors a pro-rated share of the aggregate amount received by UVA CME (as a rental for exhibit space), after deducting all costs and expenses in connection with such exhibit and the exhibit program, including a reasonable reserve for claims, such deductions being hereby specifically agreed to by the exhibitor.

Cancellation: Exhibit reservations may be cancelled if written notification is received by UVACE 30 days prior to the start of the conference. In the event of a cancellation, the Exhibit Fee, less a \$500 administrative fee, will be refunded. There will be no refunds of Exhibit Fees for cancellations made within 30 days of the start of the conference.

General Restrictions

All rights and privileges granted to exhibitors hereunder are subject to and subordinated to policies of UVACE. Compliance with ACCME Standards for Integrity and Independence in Accredited Continuing Education: Exhibitor will comply with [ACCME Standards for Integrity and Independence in Accredited Continuing Education](#) to ensure the independence of CE Activities.

Specifically Standard 5 states: "Live continuing education activities: Marketing, exhibits, and nonaccredited education developed by or with influence from an ineligible company must not occur in the educational space within 30 minutes before or after an accredited education activity. Activities that are part of the event but are not accredited for continuing education must be clearly labeled and communicated as such. For print, online, or digital continuing education activities: Learners must not be presented with marketing while engaged in the accredited education activity. Learners must be able to engage with the accredited education without having to click through, watch, listen to, or be presented with product promotion or product-specific advertisement. Ineligible companies may not provide access to, or distribute, accredited education to learners."

Exhibitors will not discriminate against any person on account of race, creed, color, sex, or national origin.

Exhibitors will not use the conference logo, any part of the conference name or acronym, nor in any other manner associate any exhibit or any activity during the meeting without the express written and personal consent of UVACE.

Any activity within the exhibits, including without limitation, distributions (for free or otherwise) of any literature, product, or any other item must conform to the educational and professional nature and character of the Conference. Canvassing or distributing advertising matter outside the exhibitor's own space is not permitted. Company's personnel must arrange its exhibit such that aisle space is kept clear to permit the smooth flow of traffic.

All exhibits must conform strictly to the Exhibit Rules and Regulations. UVACE reserves the right to restrict any exhibit that might be considered undesirable. This restriction includes articles, conduct, dress, and printed matter of anything objectionable to the Exhibit or Exhibit Program as a whole. UVACE reserves the sole right to prohibit and require the immediate cessation of any activity or distribution that does not conform as aforesaid. To avoid any problems, UVACE will provide advance approval of activities and items upon request of an exhibitor. The decision to prohibit and require the cessation of any activity will be in the sole and exclusive discretion of UVA CME and final.

Care of Exhibit Space: The exhibitor, at his own expense, shall take good care of his exhibit space, not deface or mar said premises, and will keep and maintain the aforesaid premises in good order at all times.

Limitation of Liability: UVACE, its contractors, any of the officers, staff members, employees, or directors of any of either of the aforesaid parties will not be responsible for any loss, injury, or damage whatsoever or howsoever arising, which may occur to an exhibitor, or to his agents, employees, contractors and its agents and employees, or the property or wares of the exhibitors, arising from any cause whatsoever, prior, during or after the period of this exhibit. Each exhibitor expressly releases UVACE from and all claims from such injury, loss, or damage.

Liability of Exhibitor: If UVACE shall not be held liable for any event, which might result from a particular exhibitor's action or failure to act, such exhibitor shall reimburse UVACE and hold harmless UVACE from liability resulting therefrom.

Insurance: Exhibitors are solely responsible for their actions during the Conference. Exhibitors must adequately ensure their materials, goods, wares, and exhibits against theft, damage, loss, or injury of any kind and must do so at their own expense.

Additions to Exhibit Rules & Regulations: The Exhibit Rules & Regulations as issued or amended by UVACE is hereby made an integral part of and incorporated by reference into the registration for exhibit space and shall be deemed to have the identical effect as if said Exhibit Rules & Regulations were outlined in full on the application.

Payment of Fees

After your application has been accepted, payment is required within 30 days of acceptance. Credit card payment is preferred. If payment is not made when due, your exhibit space and sponsorship items may be withdrawn and offered to another group. All fees must be paid prior to the first day of the conference.