

## Exhibitor Agreement

This agreement effective as of \_\_\_\_\_, between the **UNIVERSITY OF KENTUCKY**,  
(hereinafter referred to as “UK”) and

for the following continuing education activity, hereinafter referred to as “CE Activity”:

<b>Activity Title</b>	
<b>Location</b>	
<b>Date</b>	

**Contact:**

**UK Contact:**

<b>Name</b>
<b>Address</b>
<b>City, State, Zip</b>
<b>Telephone</b>
<b>Fax</b>
<b>E-mail</b>
<b>Tax ID</b>

Neurology Education Office
740 S. Limestone St., J-448
Lexington, KY 40536
859-218-5074
859-257-0754
neuroeducation@uky.edu

**UK AGREES TO:**

1. provide exhibit space outside the room in which the educational activity will be conducted;
2. provide a skirted 6-ft. table and 2 chairs;
3. comply with the attached Accreditation Standards for Commercial Support;
4. comply with the attached UK HealthCare Policy A01-015 Code of Conduct Addendum - Gifts and Benefits.

**AGREES TO:**

1. emit an exhibitor’s fee in the amount of \$\_\_\_\_\_ (see Method of Payment);
2. comply with terms of exhibiting by setting up all exhibits between 7:00 a.m. and removing before 5:30 p.m.;
3. comply with the Accreditation Standards for Commercial Support;
4. comply with the attached UK Healthcare Policy A01-115 Code of Conduct Addendum - Gifts and Benefits.  
Vendors cannot provide gifts or benefits to activity faculty and participants including gifts of nominal value such as pens, notepads, or similar promotional or advertising items with or without company logo.

METHOD OF PAYMENT

Check made payable to the **UNIVERSITY OF KENTUCKY** and send to:

Department of Neurology  
Kentucky Clinic, Wing C  
740 South Limestone, J-448  
Lexington, KY 40536-0284  
ATTN: Neurology Education Office

Failure to remit payment seven days prior to the scheduled event will result in loss of exhibit space.

**CANCELLATION OR TERMINATION OF AGREEMENT**

This Agreement may be cancelled or terminated by the UNIVERSITY OF KENTUCKY (UK) or the exhibitor upon written notice to the other party. Upon receipt of the notice of cancellation or termination, UK and the exhibitor shall discontinue all services with respect to the applicable Agreement in accordance with the notice of cancellation or termination. The cost of any agreed upon services provided will be calculated on a pro-rated basis at the agreed upon rate prior to the notice of cancellation or termination.

**GOVERNING LAW**

The laws of the Commonwealth of Kentucky shall govern this Agreement. Any claim related to this Agreement shall be brought in Franklin County Circuit Court.

This Agreement is not binding and enforceable until fully executed by all parties. IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

**UNIVERSITY OF KENTUCKY**

**EXHIBITOR:**

Signed:

Signed:

Name:

Name:

Date:

Date:

**Accreditation Council for Continuing Medical Education**  
**Standards for Commercial Support**  
(Approved September 2004)

**STANDARD 1: Independence**

- 1.1 A CME provider must ensure that the following decisions were made free of the control of a commercial interest. The ACCME defines a “commercial interest” as any entity producing, marketing, re-selling, or distributing health care goods or services consumed by or used on patients, with the exemption of non-profit or government organizations and non-health care related companies.
- (a) Identification of CME needs;
  - (b) Determination of educational objectives;
  - (c) Selection and presentation of content;
  - (d) Selection of all persons and organizations that will be in a position to control the content of the CME;
  - (e) Selection of educational methods;
  - (f) Evaluation of the activity.
- 1.2 A commercial interest cannot take the role of non-accredited partner in a joint sponsorship relationship.

**STANDARD 2: Resolution of Personal Conflicts of Interest**

- 2.1 The provider must be able to show that everyone who is in a position to control the content of an education activity has disclosed all relevant financial relationships with any commercial interest to the provider. The ACCME defines “‘relevant’ financial relationships” as financial relationships in any amount occurring within the past 12 months that create a conflict of interest.
- 2.2 An individual who refuses to disclose relevant financial relationships will be disqualified from being a planning committee member, a teacher, or an author of CME, and cannot have control of, or responsibility for, the development, management, presentation or evaluation of the CME activity.
- 2.3 The provider must have implemented a mechanism to identify and resolve all conflicts of interest prior to the education activity being delivered to learners.

**STANDARD 3: Appropriate Use of Commercial Support**

- 3.1 The provider must make all decisions regarding the disposition and disbursement of commercial support.
- 3.2 A provider cannot be required by a commercial interest to accept advice or services concerning teachers, authors, or participants or other education matters, including content, from a commercial interest as conditions of contributing funds or services.
- 3.3 All commercial support associated with a CME activity must be given with the full knowledge and approval of the provider.

*Written agreement documenting terms of support*

- 3.4 The terms, conditions, and purposes of the commercial support must be documented in a written agreement between the commercial supporter that includes the provider and its educational partner(s). The agreement must include the provider, even if the support is given directly to the provider’s educational partner or a joint sponsor.

- 3.5 The written agreement must specify the commercial interest that is the source of commercial support.
- 3.6 Both the commercial supporter and the provider must sign the written agreement between the commercial supporter and the provider.

#### *Expenditures for an individual providing CME*

- 3.7 The provider must have written policies and procedures governing honoraria and reimbursement of out-of-pocket expenses for planners, teachers and authors.
- 3.8 The provider, the joint sponsor, or designated educational partner must pay directly any teacher or author honoraria or reimbursement of out-of-pocket expenses in compliance with the provider's written policies and procedures.
- 3.9 No other payment shall be given to the director of the activity, planning committee members, teachers or authors, joint sponsor, or any others involved with the supported activity.
- 3.10 If teachers or authors are listed on the agenda as facilitating or conducting a presentation or session, but participate in the remainder of an educational event as a learner, their expenses can be reimbursed and honoraria can be paid for their teacher or author role only.

#### *Expenditures for learners*

- 3.11 Social events or meals at CME activities cannot compete with or take precedence over the educational events.
- 3.12 The provider may not use commercial support to pay for travel, lodging, honoraria, or personal expenses for non-teacher or non-author participants of a CME activity. The provider may use commercial support to pay for travel, lodging, honoraria, or personal expenses for bona fide employees and volunteers of the provider, joint sponsor or educational partner.

#### *Accountability*

- 3.13 The provider must be able to produce accurate documentation detailing the receipt and expenditure of the commercial support.

### **STANDARD 4: Appropriate Management of Associated Commercial Promotion**

- 4.1 Arrangements for commercial exhibits or advertisements cannot influence planning or interfere with the presentation, nor can they be a condition of the provision of commercial support for CME activities.
- 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 print, advertisements and promotional materials will not be interleaved within the pages of the CME content. Advertisements and promotional materials may face the first or last pages of printed CME content as long as these materials are not related to the CME content they face and are not paid for by the commercial supporters of the CME activity;
  - ▶ For computer based, advertisements and promotional materials will not be visible on the screen at the same time as the CME content and not interleaved between computer 'windows' or screens of the CME content;
  - ▶ For audio and video recording, advertisements and promotional materials will not be included within the CME. There will be no 'commercial breaks';
  - ▶ 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.

Providers cannot allow representatives of Commercial Interests to engage in sales or promotional activities while in the space or place of the CME activity.

- 4.3 Educational materials that are part of a CME activity, such as slides, abstracts and handouts, cannot contain any advertising, trade name or a product-group message.
- 4.4 Print or electronic information distributed about the non-CME elements of a CME activity that are not directly related to the transfer of education to the learner, such as schedules and content descriptions, may include product promotion material or product-specific advertisement.
- 4.5 A provider cannot use a commercial interest as the agent providing a CME activity to learners, e.g., distribution of self-study CME activities or arranging for electronic access to CME activities.

#### **STANDARD 5: Content and Format without Commercial Bias**

- 5.1 The content or format of a CME activity or its related materials must promote improvements or quality in healthcare and not a specific proprietary business interest of a commercial interest.
- 5.2 Presentations must give a balanced view of therapeutic options. Use of generic names will contribute to this impartiality. If the CME educational material or content includes trade names, where available trade names from several companies should be used, not just trade names from a single company.

#### **STANDARD 6: Disclosures Relevant to Potential Commercial Bias**

##### *Relevant financial relationships of those with control over CME content*

- 6.1 An individual must disclose to learners any relevant financial relationship(s), to include the following information:
  - ▶ The name of the individual;
  - ▶ The name of the commercial interest(s);
  - ▶ The nature of the relationship the person has with each commercial interest.
- 6.2 For an individual with no relevant financial relationship(s) the learners must be informed that no relevant financial relationship(s) exist.

##### *Commercial support for the CME activity*

- 6.3 The source of all support from commercial interests must be disclosed to learners. When commercial support is 'in-kind' the nature of the support must be disclosed to learners.
- 6.4 'Disclosure' must never include the use of a trade name or a product-group message.

##### *Timing of disclosure*

- 6.5 A provider must disclose the above information to learners prior to the beginning of the educational activity.

<b>University of Kentucky / UK HealthCare Policy and Procedure</b>	<b>Policy # A01-155</b>
<b>Title/Description</b> UK HealthCare Members Interactions with Industry Representatives	
<b>Purpose:</b> To provide guidance for the interaction of UK HealthCare Members with Industry Representatives.	

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## Policy

The purpose of this policy is to act as an addendum to the [University of Kentucky Ethical Principles and Code of Conduct](#), [UK HealthCare Code of Ethics](#) and [UK HealthCare Conflicts of Interest Policy #A01-030](#). The addendum establishes guidelines for interactions with Industry representatives throughout the UK HealthCare System. The policy applies to all UK Healthcare Members. For the purpose of this policy “UK HealthCare Members” is defined as University of Kentucky Trustees, UK HealthCare employees, trainees, volunteers and representatives acting on behalf of the University involved in healthcare delivery and all faculty, staff and trainees in the academic programs of the University of Kentucky Colleges of Medicine, Dentistry, Nursing, Pharmacy, Health Sciences and Public Health.

Interactions with Industry occur in a variety of on-campus and off-campus circumstances, including marketing of new products, training related to new purchases, research, research support, educational support for trainees and continuing medical education programs. Many aspects of these interactions are very positive and important for promoting the educational, clinical and research missions of UK HealthCare. However, these interactions are ethical and cannot create conflicts of interest, real or perceived, that could endanger patient safety, data

integrity, the integrity of our education and training programs or the reputation of our members and our institution.

## **Procedure**

### *Gifts and Meals*

1. UK Healthcare Members may not accept gifts from industry representatives, regardless of the nature or value. Gifts include anything of value provided at no charge or at a discount.
2. Industry-sponsored meals or snacks are not allowed unless the meal or snack is in conjunction with an accredited continuing education program and the meal or snack is offered to all attendees.
3. Philanthropic gifts are accepted through the UK HealthCare Office of Development.
4. Benefits provided by KMSF are not considered gifts and therefore are exempt from this policy.
5. UK HealthCare members may participate in events such as golf scrambles and dinners that take place solely to benefit bona fide not-for-profit organizations, e.g. the American Heart Association, American Cancer Society, Kentucky Children's Hospital.

### *Industry Representative Access to UK Healthcare Members*

1. Industry representatives are required to make an appointment in order to meet with a UK HealthCare Member. These appointments are in non-patient, non-care areas.
2. Industry representatives may not interact directly with students or house officers unless supervised by a UK HealthCare Faculty.
3. At the request of the attending physician, an industry representative may be allowed in a patient care area. The attending physician assumes responsibility for the representative and shall remain in the treatment area throughout the representatives interaction. The interaction with the patient is guided by UK HealthCare policies governing patient privacy and confidentiality, informed consent and quality patient care.
4. More information on Industry Representatives in UK Healthcare facilities can be found in policy [UK HealthCare Policy #A01-105](#).

### *Ghostwriting and Speakers Bureaus*

1. "Ghostwriting" refers to an industry marketing scheme in which industry representatives create lectures or academic publications to further their cause and then recruit credentialed professionals to present or publish the information as if it was the credentialed professional's independent work. Ghostwriting is considered academic dishonesty and is not allowed by any UK HealthCare Member.
2. UK HealthCare Members may not participate in Speaker's Bureaus or any other speaking arrangement in which the UK HealthCare Member does not have complete control over the content of the presentation.

3. Any contract regarding speaking engagements is reviewed by the University of Kentucky Office of Legal Counsel prior to the speaking engagement.

#### *Participation in and Publication of Industry-Sponsored Research*

1. UK Healthcare Members who participate in any industry sponsored research shall abide by the [University of Kentucky Research Conflict of Interest and Financial Disclosure Policy](#) as well as this Code of Conduct Addendum.
2. UK Healthcare Members who conduct research sponsored by industry shall have an active role in the research project. This participation includes:
  - (a) Substantial input or full agreement with the trial design
  - (b) The study's steering committee has access to raw data
  - (c) Responsibility for data analyses and interpretation of results.
3. UK Healthcare Members shall retain the right to publish the results without consent or prolonged review from industry representatives.
4. Prior to publication, the authors shall provide full disclosure of any possible conflicts of interest.

#### *Consulting Agreements*

In all consulting agreements, the University of Kentucky Policies [AR 3:9 Consulting and Other Overload Employment](#) and [Human Resources Policy and Procedure Number 18.0 Outside Employment](#) apply. [UK HealthCare Conflicts of Interest Policy #A01-030](#) and college-specific Practice Plans also apply.

1. After receiving advanced approval pursuant to AR 3:9, UK Healthcare Members may work as consultants, providing bona fide services for compensation at fair market value. Expenses such as travel, hotel and meals associated with providing the bona fide services may be reimbursed.
2. For UK HealthCare Members affiliated with one of the UK HealthCare Colleges, the approval process in AR 3:9 Consulting and Other Overload Employment Section B shall be followed. This process requires that consulting activities be approved by the college dean prior to agreeing to or beginning any work.
3. All consulting work requires a contract with the outside agency. The contract includes clear deliverables such as a description of services provided, compensation and length of service. The contract is approved by the University of Kentucky's Office of Legal Counsel prior to the agreement to start any work.
4. Benefits from consulting agreements are fully disclosed on the applicable financial conflict of interest forms within 30 days of receipt of benefits.
5. Consulting income for UK HealthCare clinical faculty with a M.D. or D.O. degree that are members of College of Medicine Practice Plan that constitutes "clinical income" as defined by (1) the Practice Agreement and Assignment signed by the faculty member; (2) AR 3:14; and (3) the College of Medicine Practice Plan Addendum shall be paid to the Plan and not the faculty member. An exception to this requirement may be granted by

the Dean of the College of Medicine pursuant to AR 3:14 XII.A. Requests for such an exception shall be made in writing through the respective director or chair to the Dean.

#### *Training and Site Visits*

1. UK HealthCare Members may be required to travel to other locations in order to train for or view new equipment or systems. Such travel is only considered legitimate if the product, equipment or training cannot reasonably be brought to the University campus.
2. All site visits comply with the Commonwealth of Kentucky Model Procurement Code and UK Purchasing rules, and are arranged in coordination with the UK Purchasing Division.
3. If the University is evaluating a product or service, the site visit shall be considered an operating expense of the University area which is considering the purchase.
4. If the University has a purchasing agreement that includes travel to a site for review or training, then it is appropriate for the vendor to pay for the travel, meals and lodging. However, entertainment associated with the travel is not appropriate and the travel, lodging, and meals are reasonable.

#### *Continuing Medical Education*

1. University of Kentucky/UK HealthCare-hosted and properly accredited (CE Central, ACCME or other) continuing education events may be funded in part by industry. Payment are made to a college, department, center or division but not an individual. Funding sources are disclosed to the accrediting agency.
2. Industry representatives shall not be allowed to select a topic or speaker for any University of Kentucky/UK HealthCare-hosted continuing education events.
3. Industry-sponsored meals and snacks offered as part of an accredited continuing education event are allowed given the meal or snack is available to all participants and of reasonable expense.
4. Industry-initiated continuing education events or professional educational activities may not be held on campus.
5. Industry may not directly or indirectly subsidize an individual UK Healthcare Member's attendance at any conference or meeting. Industry may donate funds to a conference planning organization that in turn may reduce the conference fees for all attendees.
6. UK Healthcare Members attending off campus vendor-initiated and non-accredited meetings typically called "professional educational experiences" may not accept gifts or meals unless they reimburse the sponsor of the event for the costs of the gift or meal.

#### *Scholarships*

1. Industry representatives may provide support in the form of scholarships for students and house officer's attendance at accredited educational conferences. The scholarship funds are approved by the Dean of the respective college and are set up as a gift through the UK HealthCare Office of Development.
2. Selection of recipients for industry sponsored scholarships shall be completed through the Dean's office of the appropriate college. The Dean may delegate the selection to others in

the college. Industry representatives may not be involved in the selection process. Written documentation of the selection process is required.

3. The recipient is not subject to any expectation of providing something in return for receiving the support, i.e. “quid pro quo”.
4. The policy does not apply to regional or national merit based awards or to formal research grants supported by industry.

*Other Related Policies*

1. Samples - The expectations for handling pharmaceutical samples are outlined in Pharmacy Policy PH – 11-11 Pharmaceutical Samples
2. Pharmacy and Therapeutics Committees - Pharmaceutical and Medical Device Procurement is governed by Section B-2 of the University of Kentucky Business Operations Manual and by UK HealthCare Policy #A01-140.
3. Industry Representatives – The policy regarding industry representatives and their interactions with UK HealthCare members is outlined in UK HealthCare Policy #A01-105.
4. Annual Disclosure of Financial Conflicts of Interest – The expectations for faculty and select staff in regards to disclosing financial conflicts of interest can be found in UK HealthCare Policy #A01-160