



Exhibitor Agreement

This agreement effective as of _____, 2017, between the **UNIVERSITY OF KENTUCKY** (hereinafter referred to as “UK” and _____, hereinafter referred to as “_____” for the following continuing education activity, hereinafter referred to as “CE Activity”:

Activity Title	KYHEC Bioethics Conference
Location	Hilton Downtown Lexington – Lexington, Kentucky
Date	October 13, 2017

_____ **Contact:** **UK Contact:**

Name		Kim Browning
Address		MS579 Med Science Bldg
City, State, Zip		Lexington, KY 40536-0298
Telephone		(859) 323-8386
Fax		(859) 323-2920
E-mail		Kim.browning@uky.edu
Tax ID		61-6001218

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. comply with terms of exhibiting by setting up all exhibits between **7:15 AM** and removing all exhibits between **5:00 PM**;
2. comply with the attached Accreditation Standards for Commercial Support.
3. comply with the attached UK HealthCare Policy A01-015 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.

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.



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.



UK HealthCare

University of Kentucky / UK HealthCare Policy and Procedure	Policy A01-015
Title/Description: Code of Conduct Addendum	
Purpose: To provide guidelines for conduct of faculty, staff, students and house officers to comply with applicable law and to avoid conflicts of interest.	

Policy

Gifts and Benefits

Promotion of Products and Site Access by Vendor Representatives

Membership on Drug, Device and Equipment Evaluation and Selection Committees

Sponsorship of Continuing Education Meetings, Professional Meetings, and other Scientific and Education Conferences

Participation in Vendor Sponsored Research

Publication of Research Initiated, Supported, or Sponsored by Vendors

Ghostwriting

Conference Faculty; Speakers Bureaus

Consulting Arrangements

Scholarships

Training and Site Visits

Procedure

Annual Reporting

Clarifications and Reporting Violations

Persons and Sites Affected

Policies Replaced

Effective Date

Review/Revision Dates

Policy

Those acting on behalf of the University of Kentucky must endeavor to conduct business in a manner that facilitates the delivery of quality and efficient health care and to act in accordance with recognized legal and ethical standards aimed at preventing conduct that may inappropriately influence their judgment. This Code of Conduct Addendum reflects the law, regulations, and official published guidelines that are in effect at the time of its adoption. In the event of a conflict between this Code of Conduct Addendum and subsequent more restrictive regulations or law, the more restrictive regulation or law will control.

This Code of Conduct Addendum applies to all University members acting on behalf of the University of Kentucky with respect to any of its Healthcare-Related activities; such members are referred to in this Code of Conduct Addendum as “University Healthcare-Related members.” “University members” is defined in Part I.D.2 of the Governing Regulations, to include “trustees, executive officers, faculty, staff, and other individuals employed by the University, those using



University resources or facilities, and volunteers and representatives acting as agents of the University.”

The Healthcare-Related activities of the University of Kentucky include the healthcare delivery, clinical and academic programs of the University of Kentucky Colleges of Medicine, Dentistry, Nursing, Pharmacy, Health Sciences, and Public Health, their affiliated faculty practice plans, University of Kentucky Hospital, UK HealthCare Good Samaritan Hospital, UK HealthCare Ambulatory Services and related support organizations and programs. The University of Kentucky academic Healthcare-Related activities are pursued through these six colleges. The University of Kentucky healthcare delivery and clinical activities are commonly known as “UK HealthCare.”

In order to avoid even the appearance of impropriety or conflict of interest, this Code of Conduct Addendum applies to all faculty, staff, house officers and students involved in the University of Kentucky Healthcare-Related activities, without regard to an individual’s specific job duties or function. Students within the six colleges and house officers are subject to this Code of Conduct Addendum, because of their involvement, or potential involvement, in clinical or healthcare activities and because of the training value for such students and house officers of compliance with regulations pertaining to the healthcare industry.

This Code of Conduct Addendum supplements the University of Kentucky Ethical Principles and Code of Conduct by providing guidelines that will assist University Healthcare-Related members in the review and determination of appropriate gifts and benefits from and relationships with vendors. Unless specifically addressed by this Code of Conduct Addendum, the University of Kentucky Ethical Principles and Code of Conduct is applicable. University Healthcare-Related members are strongly urged to consult with their supervisors to review and evaluate specific situations. While this Code of Conduct Addendum provides guidance, and in some instances interpretation, additional guidance is found in other official University and UK HealthCare policies and documents, such as Governing Regulations, Administrative Regulations, Human Resources Policy and Procedure Manual, Hospital and Clinic Policies, Medical Staff Bylaws, College of Dentistry Policy Manual, Corporate Compliance Policies and Procedures, Behavioral Standards in Patient Care, and state and federal law. Neither this Code of Conduct Addendum nor the University of Kentucky Ethical Principles and Code of Conduct apply to any benefit or other value provided to UK faculty or staff from funds collected by Kentucky Medical Services Foundation, Inc.

University Healthcare-Related members who fail to comply with this Code of Conduct Addendum can be subject to disciplinary action in accordance with University policy and procedure. University Healthcare-Related members failing to act in compliance with this Code of Conduct Addendum will be considered to be acting outside the scope of their employment and assigned educational duties and could be personally liable should government intervention result.

As used in this Code of Conduct Addendum, “vendor” refers to any person or entity that supplies a commodity or a service to the University. Vendors also include persons or entities that wish to supply a commodity or service to the University.

Gifts and Benefits

“Gifts and Benefits” include, but are not limited to anything of value provided at no charge or at discount such as: drug samples for personal use, snacks and meals, printed and electronic

medical books, supplies and equipment, payment for travel to and/or attendance at meetings, and participation in online vendor sponsored continuing medical or other professional education, loans, cash, gift certificates, services, prizes, art objects, transportation, use of a vehicle or vacation facility, stocks or other securities, participation in stock offerings, home improvements, and tickets to sporting and cultural events. The potential list is endless – these are only intended as examples. Gifts do not include reimbursement for reasonable business expenses paid by faculty practice plans or other University of Kentucky related organizations.

In accepting any gift or benefit, the following guidelines must be observed:

1. University Healthcare-Related members may not accept gifts or other benefits that take into account the volume or value of referrals, purchases, or other business generated.
2. University Healthcare-Related members may not accept gifts or other benefits in exchange for prescribing certain products or services, or to induce referrals.
3. University Healthcare-Related members may not accept gifts or other benefits that could be perceived as an attempt by a vendor to interfere with their independent judgment.
4. Discounted goods and services, or those that eliminate or reduce an expense that would have otherwise been incurred, are also considered gifts under this Code of Conduct Addendum.
5. University Healthcare-Related members may not accept gifts or benefits of little, nominal or no measurable value (for example, pens, notepads, or similar promotional or advertising items with or without company logo) offered or provided by any vendor representative.
6. University Healthcare-Related members may not accept from a vendor items intended for the personal benefit of the recipient (for example, golf bags, tickets to sporting or entertainment events, sponsorship of departmental parties or social events).
7. University Healthcare-Related members may not accept perishable or consumable gifts from a vendor, including without limitation holiday gift baskets or floral arrangements.
8. University Healthcare-Related members may not accept cash or cash equivalents (for example, checks, gift certificates, and stocks) from any vendor.
9. University Healthcare-Related members may not accept gifts intended to be passed on to patients for their use. Federal law prohibits offering or transferring to a Medicare or Medicaid beneficiary anything of value that is likely to influence the patient's selection of a particular provider or supplier.
10. Gifts that are not prohibited may be accepted by the University in accordance with Office of Development policies and procedures.
11. University Healthcare-Related members may not accept snacks or meals provided or supported by any vendor on any occasion either onsite or off-site and whether on or off duty except meals provided in connection with an accredited continuing education program. In addition to any other accreditation requirement, the following guidelines must be followed:
 - (a) The presentation must be educational and unbiased in content.

- (b) The presentation must have independent value by an authoritative speaker.
 - (c) The meals must occur only occasionally.
 - (d) The meal must be modest by local standards.
 - (e) The meal must occur in a venue and manner conducive to learning and discussion.
 - (f) Spouse or other guest attendance is not appropriate.
 - (g) Meals in connection with presentations that are strictly for sales or marketing purposes may not be accepted.
 - (h) Take out meals or meals provided outside the presentation may not be accepted.
 - (i) Entertainment or recreational events associated with the presentation may not be accepted.
12. University Healthcare-Related members may not accept gifts of entertainment. This includes items such as tickets to performances and sporting events, or use of a vacation house. The only exception is participation by a University Healthcare-Related member in an event that takes place solely to benefit a bona fide charitable organization (for example, Kentucky Children's Hospital, American Heart Association, American Cancer Society) such as a golf scramble or dinner dance. The entertainment must be limited to the activity that is the subject of the event and invitations to such events should be accepted infrequently.