



**INDIANA UNIVERSITY**  
SCHOOL OF MEDICINE

**DIVISION OF CONTINUING MEDICAL EDUCATION**  
**Commercial Exhibitor Agreement**

All exhibitors agree to abide by the ACCME Standards for Commercial Support; IUSM Conflict of Interest Policy; the IUSM CME Commercial Exhibitor Agreement Form (this document); the IUSM CME Industry Representative Code of Conduct Policy; and the AMA Opinion on Gifts to Physicians; and other regulations or standards that apply to the planning and implementation of CME activities, including any Letters of Agreement and/or other documents communicated to the representative(s).

Any actions that are not in accordance with this agreement may result in the removal of the exhibiting company and its representatives from the activity site, in which case no refund will be allowed. Further, additional measures such as banning the representative and/or vendor from future involvement in Indiana University events may occur.

CME activities, including facility arrangement, participant selection, program content, and format are the exclusive responsibility of IUSM CME, which reserves the right to add, delete, or change any terms, conditions, regulations, and decisions pertaining thereto. IUSM CME reserves the right to exercise its sole discretion to accept or refuse a prospective exhibitor's application or registration.

**By completing the online registration form, you acknowledge the intention to exhibit at the accredited activity, that you have read and understand all the terms of this Commercial Exhibitor Agreement, and that as an authorized agent of Exhibitor, you agree to comply with this IUSM CME Commercial Exhibitor Agreement.**

**The exhibitor fee must be paid prior to event participation. Payment by credit card is preferred via the IUSM CME online registration portal. Exhibitor registrations will not be accepted less than 5 business days prior the activity. If the exhibitor is not registered and paid in full 5 business days prior the activity, the exhibitor will not be allowed entry. Representatives agree to report to the registration table on site upon arrival.**

**SECTION A:**

Paying the exhibit fee covers the presence of two representatives at the conference. The following outlines the terms of exhibitor presence and participation at the educational activity:

Exhibitors are permitted to:

- a. Use a single table and two chairs (for two attendees) in the exhibit space.
- b. Use identification signage, such as a table-top sign, table runner, or banner, provided by the exhibitor, is permitted on the table.
- c. Have two representatives to exhibit the product/service. (add the second representative's name under 'Booth Attendees' where indicated in the registration module – do not create a second registration). A third representative can be added for an additional fee in the amount of \$500 or the price of registration if it exceeds \$500

(to be determined by IUSM CME and the course director). For more than three representatives, additional tables must be purchased.

- d. Have a single set of program materials per Exhibitor (not per representative), if program materials have been created and distributed to attendees. **However, in no event will IUSM CME provide a list of program attendees** in program materials given to Exhibitors.
- e. Observe (but not participate in any discussions) the educational activity, subject to the conditions outlined in Section B.
- f. Participate in any meals/refreshments at the activity.
- g. Be verbally acknowledged at the activity per discretion of Course Director in line with CME guidelines. Such acknowledgement will not contain the logo of any individual Exhibitor. Rather, the course director (or other CME representative) will acknowledge the presence of exhibitors and the availability of the exhibit space outside the learning space generally for attendees who choose to visit it.

#### SECTION B:

The foregoing permissions and acknowledgement are subject to the following provisions:

- I. Adherence to [ACCME Standards for Commercial Support \(SCS\)](#)
  - 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 Exhibitor of commercial support for the CME. (ACCME SCS 4.1)
  - b. The exhibit space will be kept completely separate from the educational activity. (ACCME SCS 4.2) 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. (ACCME SCS 4.2)
    - ii. Exhibitor representatives will not engage in sales or promotional activities while in the space or place of the CME activity. (ACCME SCS 4.2) **Accordingly, any time an Exhibitor representative enters the educational space to observe the educational activity, he or she must refrain from asking questions or leading the discussion in any way that could be construed as sales or promotional activity.**
    - iii. Product---promotion material or product---specific advertisement of any type is prohibited in or during the educational space of the CME activity. The juxtaposition of editorial and advertising material on the same products or subjects is not allowed. (ACCME SCS 4.2) **Because education and promotional materials must be kept completely separate, while away from the exhibit space in order to attend the educational activity, Exhibitor representatives must refrain from wearing clothing or badges featuring company logos, trademarks, slogans, or promotional language.**
    - iv. The exhibit space will be situated and configured so that learners may participate in the educational activity and are not required to see, read, or hear promotional or

marketing information if they choose not to do so. (ACCME Accreditation Criterion 9) **Learners must not be required to “run a gauntlet” of exhibits to arrive at or depart from the educational space.**

## II. Other General Provisions

- a. Exhibitor will not 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. Exhibitor will not conduct any drawings or contests during the exhibit or CME activity.
- 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 IUSM CME.
- d. The taking of photographs, other than by an official IUSM photographer, is prohibited.
- e. Indiana University’s and Indiana University 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 IUSM CME, which is unlikely to be granted.
- f. In recognition of the common interests of all exhibitors, IUSM 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 other objectionable behavior. IUSM CME reserves the right to determine when this condition exists, and to immediately prohibit Exhibitor from further participation in the event or in future IUSM CME events.
- g. Exhibitor is responsible to arrange for shipping and storing any exhibit supplies, and for payment of any such transportation or storage arrangements. IUSM CME will be available to assist the Exhibitor in contacting an appropriate venue representative, but IUSM CME will not be responsible for making these arrangements or paying costs associated with shipping and storage.
- h. 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 property where the exhibit and CME are taking place. Nor shall they perform any act in the exhibit or educational premises that will or may damage said property; nor shall they permit any actions by employees, participants, or agents that will or may damage said property. 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 of the premises owner or manager and the IUSM CME on-site representative.

- i. Exhibitors are reminded to construct their booths in full compliance with the Americans with Disabilities Act (ADA).
- j. IUSM CME and any of its officers or staff members will not be responsible for the safety of the property of the Exhibitor from theft, damage by fire, accident, or other causes. Neither IUSM CME, nor any of its officers, agents, employees, or representatives, shall be held accountable or liable for, and the same are hereby released from accountability or liability for, and damage, loss, harm, or injury to the person or any property of the Exhibitor from theft, fire, or other cause.
- k. Exhibitor shall indemnify and save harmless Indiana University 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 officers, directors, employees, or agents exhibiting at the CME conference.
- l. Cancellations by Exhibitor must be directed to the CME office via email (cme@u.edu) 15 business days prior to the event. \$500.00 fee will be charged for all cancellations (prior the 15 day cancelation policy) unilaterally initiated by Exhibitor. Exhibitor cancellations received less than 15 business days prior the event, will not receive any portion of the paid fee back. In case of fire, acts of God, or any other causes beyond the control of IUSM 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 IUSM CME, and will not include any ancillary expenses incurred by 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 IUSM CME or the program director (e.g., for cause such as low attendance), IUSM CME will refund in full any Exhibitor fees already paid. Such refunds will be limited to fees actually paid to and received by IUSM CME, and will not include any ancillary expenses incurred by Exhibitor, including but not limited to air fare, hotel accommodations, and shipping and storage fees or reservations.