



## AGREEMENT FOR EXHIBITS

Temple Health Office of Continuing Medical Education is committed to presenting CME activities that promote improvements or quality in healthcare and are independent of the control of ineligible companies. As part of this commitment, the Temple Health Office of Continuing Medical Education has outlined in this written agreement the terms, conditions and purposes of exhibits in conjunction with CME activities ("Exhibit Agreement").

Title of CME Activity: **Optimizing Treatment Strategies for Localized and Advanced Genitourinary Malignancies**

Activity Location: Philadelphia Marriott Old City Society Hill

Activity Date: Monday, December 11, 2023, 6:00 – 9:00 pm

Fox Chase/Temple Health Office of Continuing Medical Education (**Institute for Cancer Research Federal Tax ID #23-6296135**)

Exhibitor: \_\_\_\_\_ (Please type or print legibly)

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Exhibit Fee: GOLD \$7,500 SILVER \$5,000 BRONZE \$3,000**

### Exhibitor Levels (Please select one):

☐ **Gold (\$7,500):** prominent exhibit table location (two tables) at Fox Chase Cancer Center sponsored CME event; logo featured in exhibit hall poster as Gold Sponsor; company name prominently featured in program agenda; company name verbally announced during the conference; company name included on slide show; 4 free conference registrations for company representatives. Participation in complimentary attendee raffle to boost attendance at the booth.

☐ **Silver (\$5,000):** preferred exhibit table location (one table) at Fox Chase Cancer Center sponsored CME event; logo featured in exhibit hall poster as Silver Sponsor; company name prominently featured in program agenda; company name verbally announced during the conference; company name included on slide show; 3 free conference registrations for company representatives. Participation in complimentary attendee raffle to boost attendance at the booth.

☐ **Bronze (\$3,000):** exhibit table location (one table) at Fox Chase Cancer Center sponsored CME event; logo featured in exhibit hall poster as Bronze Sponsor; company name featured in program agenda; company name verbally announced during the conference; company name included on slide show; 1 free conference registration for company representative. Participation in complimentary attendee raffle to boost attendance at the booth.

### TERMS, CONDITIONS AND PURPOSES

#### **Independence**

1. The CME activity is for scientific and educational purposes only and will not promote a specific proprietary business interest of the Exhibitor.
2. The Accredited Provider is responsible for all decisions regarding the identification of educational needs, determination of educational objectives, selection and presentation of content, selection of all persons and organizations that will be in a position to control the content of the CME activity, selection of educational methods and the evaluation of the CME activity.

#### **Resolution of Personal Conflicts of Interest**

3. Everyone in a position to control the content of an educational activity must disclose all financial relationships with ineligible companies, that is, companies whose primary business is producing, marketing, selling, re-selling, or distributing healthcare products used by or on patients.
4. The Accredited Provider has a mechanism in place to identify and resolve conflicts of interest prior to the CME activity.

#### **Appropriate Use of Exhibit Support**

5. The Accredited Provider will make all decisions regarding the disposition and disbursement of the funds from the Exhibitor.

6. The Exhibitor will not require the Accredited Provider to accept advice or services concerning teachers, authors, participants, educational content or other educational matters as conditions of this Exhibit Agreement.
7. All exhibit support associated with this activity will be given with the full knowledge and approval of the Accredited Provider.
8. No other payments shall be given to the Physician Coordinator of the CME activity, planning committee members, teachers or authors, joint sponsor or any others involved with the supported activity.
9. This Exhibit Agreement shall not be a condition of the provision of financial or in-kind support from ineligible companies for the education.
10. The Accredited Provider will upon request furnish to the Exhibitor documentation detailing the receipt and expenditure of the exhibit support.
11. Exhibitor understands and agrees to follow the policies and procedures of the ACCME Standards for Integrity and Independence in Accredited Continuing Education.

#### **Appropriate Management of Associated Commercial Promotion**

12. Product-promotion material or product-specific advertisement of any type is prohibited in or during the CME activity. The juxtaposition of editorial and advertising material on the same products or subjects is not permitted.
13. Live or enduring promotional activities must be kept separate from the CME activity.
14. Marketing, exhibits and non-accredited education developed by or with influence from an ineligible company or with planners or faculty with unmitigated financial relationships 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.
15. 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.
16. Educational materials that are part of accredited education (such as slides, abstracts, handouts, evaluation mechanisms, or disclosure information) must not contain any marketing produced by or for an ineligible company, including corporate or product logos, trade names, or product group messages.
17. Ineligible companies may not provide access to, or distribute, accredited education to learners.
18. The Exhibitor agrees that the provider will not share names or contact information of learners without explicit consent of the individual learners.

#### **Content and Format without Commercial Bias**

19. All presentations will be fair and balanced and any content presented shall support safe, effective patient care.

#### **Disclosure**

20. The Accredited Provider will ensure that the support from the Exhibitor is disclosed to the participants prior to the beginning of the educational activity. This disclosure will not include the use of a trade name or a product-group message.
21. Exhibitor agrees that it is its understanding and intent that this Exhibit Agreement complies with applicable federal and state laws and regulations, including the Stark Law and the federal Anti-Kickback Statute. Nothing contained in this Exhibit Agreement shall be construed in any manner as requiring Temple University Health System, Inc., or its affiliates or subsidiaries to cause any of its their respective employees, officers, directors, representatives, or affiliates to purchase any product from, exclusively use, or otherwise refer any business to Exhibitor. Exhibitor further agrees that this Exhibit Agreement does not involve or cause the promotion of a business arrangement that violates federal or state law.

#### **Liability**

22. Exhibitor is responsible for the safeguarding of all property used in its exhibit. Neither Temple University Health System, Inc. nor its affiliates or subsidiaries will be responsible for any loss or injury whatsoever to any Exhibitor's property. The Exhibitor shall assume all liability for any damage to the facility by reason of its exhibit or personnel and shall indemnify Temple University Health System, Inc. and its affiliates and subsidiaries for any and all liability.

#### **Conflict**

23. In the event of any conflict between the terms of this Exhibit Agreement and any other agreement with respect to this CME activity, the terms of this Exhibit Agreement shall govern.

### **AGREED**

The Exhibitor and the Temple Health Office of Continuing Medical Education agree to abide by all requirements of the Accreditation Council for Continuing Medical Education (ACCME) *Standards for Integrity and Independence in Accredited Continuing Education*.

**Exhibitor Representative** \_\_\_\_\_ (Please type or print legibly.)

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Institution for Cancer Research Representative** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

<p><b>AGREEMENT</b></p> <p><b>Please forward the completed agreement to:</b>  <i>Institute for Cancer Research</i>  <i>c/o Lucia Tono-Ramírez</i>  <i>333 Cottman Avenue</i>  <i>Philadelphia, PA 19111</i>  Phone: 215-728-3797, Fax: 215-728-3956  <a href="mailto:lucia.tono-ramirez@tuhs.temple.edu">lucia.tono-ramirez@tuhs.temple.edu</a></p>	<p><b>PAYMENT</b></p> <p><b>Check payable to the Institute for Cancer Research (Federal Tax ID # 23-6296135) and forward to:</b>  <i>Fox Chase Cancer Center</i>  <i>Attn: Lisa Bailey, Institutional Advancement</i>  <i>333 Cottman Avenue, Philadelphia, PA 19111</i>  Payments by credit card are accepted – please contact Pat Simpson at <a href="mailto:Patricia.Simpson@fccc.edu">Patricia.Simpson@fccc.edu</a> or call 215.728.4740</p>
---	--