

## EXHIBITOR AGREEMENT

**THIS AGREEMENT** is entered into effective as of the latest date of signature of the parties below, by and between RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY, a body corporate and politic and instrumentality of the State of New Jersey, a public entity, on behalf of its CENTER FOR CONTINUING AND OUTREACH EDUCATION (“CCOE” or “Sponsor”) and \_\_\_\_\_ (“Exhibitor”).

WHEREAS, Exhibitor wishes to exhibit at the Sponsor’s activity titled **Radial Artery Access for Non-Coronary Interventions Symposium** (“Activity”), which is scheduled to be conducted on **Friday, April 25, 2025 at The Rutgers New Jersey Medical School in Newark, NJ**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

### **Exhibit**

#### **Responsibilities of Sponsor**

The Sponsor agrees to provide space for Exhibitor to display its exhibit on the date of the Activity. Whenever possible, the Sponsor agrees to acknowledge Exhibitor’s support in announcement, syllabi, and slides in connection with the Activity.

#### **Responsibilities of Exhibitor**

Exhibitor shall not interfere with the presentation of the Activity. Exhibitor agrees that exhibit placement is not a condition of commercial support for the Activity. Except for the exhibit fee set forth below, Exhibitor agrees not to provide any other support for the Activity without prior approval of the Sponsor. Exhibitor shall not display or distribute promotional materials in the same space or place of the Activity immediately before, during or immediately after the Activity. Representatives of the Exhibitor may attend the Activity but shall not engage in sales or promotional activities in the same space or place of the Activity. Sponsor reserves the right to limit the number of representatives present at the Activity based upon the total expected attendance. Both parties agree to abide by all requirements of the Accreditation Council for Continuing Medical Education Standards for Integrity and Independence in Accredited Continuing Education.

#### **Compensation**

Exhibitor shall pay Sponsor an exhibit fee of **\$2,000.00**. Payment is to be made payable to Rutgers, The State University of New Jersey, Center for Continuing and Outreach Education, 30 Bergen Street, ADMC 7, Newark, New Jersey 07101; Tax ID #: 22-6001086; Attention: Patrick Dwyer. No other funds/payments from the Exhibitor will be paid to the program director, faculty, or others involved with the activity (additional honoraria, etc.). All payments are due within thirty (30) days of the date of the Activity.

## **Compliance Obligations**

In the performance of their obligations under this Agreement, the parties will comply with all applicable laws and regulations. Without limiting the generality of the foregoing, the parties will observe and comply with the following provisions relating to the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b (b) (“**Anti-Kickback Statute**”), and the federal prohibition against physician self-referrals, set forth at 42 U.S.C. § 1395nn (“**Stark Law**”).

(a) Nothing contained in this Agreement will be construed to require any University faculty physicians to refer patients to the Exhibitor, nor will the University track any referrals made by any University faculty physicians, nor will any compensation paid by the University to any University faculty physicians performing services under this Agreement be related to the volume or value of referrals by such University faculty physicians to the Exhibitor and such compensation will be consistent with fair market value as determined in arms’-length transactions.

(b) In no event will any payments, grants or other funding from the Exhibitor to the University be based unlawfully, directly or indirectly, on the volume or value of referrals or other business generated between the parties.

(c) Notwithstanding anything to the contrary herein, all payments associated with this Agreement are intended to comply with the requirements of applicable New Jersey state laws, such as the Codey Law, N.J.S.A. § 45:9-22.4 et seq. (as it may be amended from time to time) and the regulations promulgated thereunder.

(d) Each party represents and warrants that it will not violate the Anti-Kickback Statute or the Stark Law, with respect to the performance of its obligations under this Agreement.

(e) To the extent that the compliance office of a party to this Agreement receives a report or otherwise has knowledge that an employee of the other party has or probably has violated the Anti-Kickback Statute, the Stark Law or the Federal False Claims Act with respect to the performance of its obligations under this Agreement, and the party believes such information to be reasonably credible, such party will report the probable violation to the compliance office of the other party.

## **Miscellaneous**

The relationship of the parties established by this Agreement is that of independent contractors, and nothing contained herein shall be construed to (i) give either party any right or authority to create or assume any obligation of any kind on behalf of the other or (ii) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking. Neither party may assign this Agreement without the prior written consent of the other party and any attempt to do so shall be void. Exhibitor shall defend, indemnify and hold harmless the Sponsor, its affiliates and its agents, and successors and permitted assigns, against any and all liability, claims, demands, damages, losses and expenses, including attorneys fees, to the extent in connection with or arising out of the following by the Exhibitor or its personnel, agents or representatives (i) a breach of an obligation under this Agreement (ii) personal injury or property damage or (iii) negligence or willful misconduct in connection with this Agreement. Neither party shall use names, trademarks or logos of the other party without the prior written consent of such party. This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of New Jersey.

**IN WITNESS WHEREOF** the parties hereto agree to the above as written.

EXHIBITOR

RUTGERS, THE STATE UNIVERSITY  
OF NEW JERSEY

Signature \_\_\_\_\_

\_\_\_\_\_

Print Name \_\_\_\_\_

Paul F. Weber, MD, RPh, MBA  
Associate Dean, CME

Print Title \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

---

***RETURN TO:***

Keisha Ferguson  
Center for Continuing and Outreach Education  
at Rutgers Biomedical and Health Sciences  
30 Bergen Street, ADMC 7, Newark, NJ 07101  
Phone: 973-972-6006 Fax: 973-972-7128  
Email: henderkc@rutgers.edu