

**UC Riverside, School of Medicine Policies and Procedures****Policy Title:** Vendor Exhibitors**Policy Number:** 950-05-015

<b>Responsible Officer:</b>	Finance and Administrative Officer
<b>Responsible Office:</b>	Finance and Administration
<b>Origination Date:</b>	08/2019
<b>Date of Revision:</b>	N/A
<b>Review Date:</b>	01/2023
<b>Scope:</b>	UCR SOM

**I. Policy Summary**

This policy sets out the requirements for permitting vendors the opportunity to exhibit during UCR SOM programs and events.

**II. Definitions**

**Master Affiliation Agreement (MAA)** - An overriding agreement that has been duly executed between the School of Medicine as the sponsoring institution of residency programs and an affiliate entity setting the scope of the affiliation and rights and responsibilities of the parties.

**Program Letter of Agreement (PLA)** - PLAs provide details on faculty, supervision, evaluation, educational content, length of assignment, and policy and procedures for each required assignment that occurs outside of an accredited program's sponsoring institution.

**III. Policy Text**

The following procedures are to be followed when vendors are invited to exhibit at any UCR SOM sponsored event. All policies regarding vendor relations must also be followed.

**IV. Procedures**

**A.** Once event detail is set (date, time, location, etc.) invitations will be sent out to the exhibitors.

Invitations will include:

1. Invitation letter showing event details and request for payment (sample attached)
2. UCR W-9
3. Exhibitor Agreement Form (attached)

**B.** If Exhibitors accept invitation they will return:

1. Completed Exhibitor Agreement Form
2. Certificate of Insurance with SOM listed as certificate holder
3. Exhibitor Fee (payment will be sent direct to MCO before event date, but no later than two weeks after event)

**C.** Completed Exhibitor Agreement form and COi will be sent to UCR Procurement for approval/signature

**D.** Once approved Exhibitor Agreement form is returned to SOM by Procurement full packet will be sent to FCCR for invoice processing, Packet will include:

- 1. Invitation letter
- 2. Approved Exhibitor Agreement
- 3. Certificate of Insurance

- E.** FCCR will prepare invoice and process CRRS when payment received by MCO
- F.** Exhibitors will not be allowed into the lecture hall or conference room unless the event is open to the general public and tickets are purchased to enter.
- G.** Exhibitors will remain in the designated vendor area for the durations of the event.
- H.** Exhibitors will not be presenting or speaking as part of their sponsorship.

**V. Forms/Instructions**

- Attachment A - Sample Program Letter of Agreement
- Attachment B - Exhibitor Agreement
- Attachment C - Insurance Requirements


**VI. Related Information**

N/A


**VII. Revision History**

Origination Date: 08/2019  
 Review Date with no revisions: 01/2023

Approvals:

DocuSigned by:  
  
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 PAUL HACKMAN, J.D., L.L.M.  
 CHIEF COMPLIANCE AND PRIVACY OFFICER,  
 SCHOOL OF MEDICINE

1/17/2023 | 11:40 AM PST  
 \_\_\_\_\_  
 DATE

DocuSigned by:  
  
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 DEBORAH DEAS, M.D., M.P.H.  
 VICE CHANCELLOR, HEALTH SCIENCES  
 DEAN, SCHOOL OF MEDICINE

1/17/2023 | 12:14 PM PST  
 \_\_\_\_\_  
 DATE

Attachment A - Sample Program Letter of Agreement



UCR School of Medicine  
Business Operations – 241  
Riverside, CA 92521

Date

Company

Re: Psychopharmacology Grand Rounds

Dear \_\_\_\_\_,

Thank you for your interest in participating and supporting our upcoming Psychopharmacology Grand Rounds on Thursday, March 21, 2019 at the Riverside University health System, Behavioral Health, Rustin Conference Center, (2085 Rustin Ave. Riverside, CA 92507).

The exhibit fee is \$\_\_\_\_\_, which allows you to display outside the conference room on Thursday, March 21<sup>st</sup> from 11:00 a.m. to 1:00 p.m. A table will be provided for your exhibit. Set-up begins 15 minutes prior to conference start time mentioned above. Your exhibit must be packed up no later than 15 minutes after the end time mentioned above.

Our anticipated attendance is between 80-90 Psychiatrists from the UCR School of medicine, Department of Psychiatry and Neuroscience and Riverside University Health System, Behavioral Health. In addition, also attending are our-residents, medical students, psychiatric physicians assistants, nurses, and other treatment team members. However, please note that the number of individuals in attendance is not guaranteed and is subject to change without notice.

Please submit a check in the amount of the exhibit fee, a copy of your company's certificate of liability insurance and your signed contract by March 7, 2019. Make payment payable to "Regents UC" and include the name & date of this conference in the memo. Email your company's certificate of liability insurance, your signed contract to the program coordinator & mail your payment to:

UCR – Main Cashier's Office  
Student Services Building Room 1111  
900 University Avenue  
Riverside, CA 92521

Thank you



### EXHIBITOR AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ (“Effective Date”) by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California Corporation, on behalf of the University of California, Riverside, hereinafter referred to as (“UNIVERSITY”), acting on behalf of School of Medicine (SOM), hereinafter referred to as (“FACILITY”), and hereinafter referred to as (“COMPANY”)

#### DEFINITION OF SERVICE

The COMPANY will set up an Exhibit at the FACILITY at the meeting/event.

1. Definitions: As used herein, the terms set forth below shall be defined as follows:

A. Contract Period: shall mean that period of time:

Commencing at - DATE & TIME \_\_\_\_\_

Concluding at - DATE & TIME \_\_\_\_\_

B. UNIVERSITY’S Obligations:

- Provide a table for exhibit at the meeting/event during the date & times stated above.

C. COMPANY’S Obligations:

- Submit a signed copy of this Exhibitor Agreement by \_\_\_\_\_.
- Submit payment for exhibit fee in the amount of \$\_\_\_\_\_ (Check made payable to *Regents UC*) by \_\_\_\_\_.

WARRANTY OF AUTHORITY. The person whose signature appears below warrants that he/she is duly authorized to execute this Agreement on behalf of COMPANY.

ENTIRE AGREEMENT. This Agreement, including the attached terms and conditions, states the entire contract between the parties in respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COMPANY:

UNIVERSITY:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By \_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

By \_\_\_\_\_

Signature

Ellery L. Triche \_\_\_\_\_

Print Name

Director-Procurement, Business Contracts & AP

Title

\_\_\_\_\_

Date

## TERMS AND CONDITIONS

1. TERMINATION. This Agreement shall be subject to termination by either party at any time, upon 30 days' written notice to the other party.
2. ADVERTISING RIGHTS.
  - A. UNIVERSITY retains the right to approve all advertising of operations/events
  - B. COMPANY acknowledges that this Agreement shall not grant to COMPANY any right whatsoever to use the names "University of California" or "University of California, Riverside" in connection with promotion, advertisement, marketing, or sale of COMPANY products, or for any other purpose without the prior written approval of the University's Associate Vice Chancellor, Strategic Communications.
3. DISCLAIMER OF WARRANTY. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY THE COMPANY FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
4. NON-LIABILITY OF UNIVERSITY.
  - A. UNIVERSITY shall incur no liability to COMPANY or to any third party for any loss, cost, claim, or damage, either direct or consequential, arising from UNIVERSITY'S delay in performance or failure to perform services pursuant to this Agreement.
  - B. UNIVERSITY shall incur no liability to COMPANY for loss or destruction of or damage to any data, equipment, or other property brought upon UNIVERSITY premises by COMPANY or delivered to UNIVERSITY by COMPANY in connection with this Agreement, except in the event that such loss, destruction, or damage is caused by the negligent acts or omissions of UNIVERSITY, its officers, agents, or employees acting within the course and scope of their employment.
5. INDEMNIFICATION.
  - A. COMPANY shall defend, indemnify and hold UNIVERSITY, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COMPANY, its officers, agents, or employees.
6. INSURANCE. COMPANY, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:
  - a) Commercial Form General Liability Insurance (contractual liability included) with a limit of \$1,000,000 per occurrence/\$2,000,000 aggregate.
  - b) Products and Completed Operations Insurance with a limit of \$1,000,000 per occurrence.
  - c) Business Automobile Liability for Owned, Scheduled, Non-Owned or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
  - d) Workers' Compensation as required under California State Law.

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement. It should be expressly understood, however, that the coverage's required under this paragraph 6 shall not in any way limit the liability of COMPANY. The coverage referred to under sections a, b and c of this paragraph 6 shall be endorsed to include **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA** as an Additional Insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of COMPANY its officers, agents, or employees. COMPANY, upon the execution of this Agreement, shall furnish UNIVERSITY with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days advance written notice to UNIVERSITY of any modification, change, or cancellation of any of the above insurance coverage.
7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement shall be and remain at all times Independent Contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this Agreement.
8. WHOLE AGREEMENT. This Agreement states the entire contract between the parties in respect to the subject matter of this Agreement. This Agreement supersedes any written or oral agreements, negotiations, discussions, or promises. This Agreement is limited to the terms and conditions contained herein. Any additional or conflicting terms or conditions in COMPANY'S forms, quotations, acceptance, acknowledgements or other documents previously issued or issued hereafter are hereby deemed to be material alterations and notice of objection and rejection of them is hereby given. This Agreement cannot be modified except by a written instrument executed by both parties.
9. ASSIGNMENT. This Agreement is not assignable and any attempt by COMPANY to assign any of its interests herein shall immediately terminate this Agreement.
10. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California.
11. OTHER APPLICABLE LAWS. Any provisions required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein.

## Attachment C - Insurance Requirements

**Insurance Requirements for the Participation by School Districts and  
Outside Organizations for their Students, Staff, and Employees Visiting the  
University of California, Riverside Campus**

Insurance

The coverages referred to under A and B below shall be primary and shall be endorsed to include **The Regents of the University of California as an additional insured**. Such provisions, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of District, its officers, agents, and employees. Certificates of Insurance shall provide for thirty (30) days advance written notice to The Regents of the University of California of any modification, change, or cancellation of any of the below insurance coverages.

Note: For school districts providing insurance coverage for more than one participating school, only one certificate providing District wide-coverage is required.

- A. Commercial General Liability Insurance (contractual liability included) with a minimum limit of \$1,000,000 per occurrence.

If the above insurance is written on a claims-made form, it shall continue for three years following termination of the Indemnification/Hold Harmless Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of the Indemnification/Hold Harmless Agreement.

**NOTE: The dollar amount of a deductible or Self-Insured Retention should be indicated on the certificate.**

- B. Business Automobile Liability Owned, Scheduled, Non-Owned or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
1. For those Districts and other Organizations that own their own buses, evidence of Owned Automobile coverage is required.
  2. For those Districts and other Organizations that contract for bus service, evidence of Hired Automobile Coverage is required from the District.

PLEASE NOTE: In the event that a School District or an Organization has insurance limits that are less than the amounts specified, evidence of insurance should still be submitted showing the current policy limits and coverages so that the information can be reviewed by the Campus Director of Risk Management for an exception if so warranted.

Please note that exceptions may be granted under certain circumstances on the insurance limits only, not on the types of coverages.

It should be expressly understood, however, that the coverages required herein shall not in any way limit the liability of the District or Organization.

The Regents of the University of California  
Surge Building, 3<sup>rd</sup> Floor  
900 University Ave.  
Riverside, CA 92521

Revised 12-28-12