



COLLEGE
OF MEDICINE

LETTER OF AGREEMENT

Regarding the Terms and Conditions for a Commercial Exhibit or Advertisement

Activity Title: 2nd Annual Urological Simulation Workshop at the University of Arizona
Location: Arizona Simulation Technology & Education Center
Date(s): August 4, 2023 **To:** August 4, 2023

Between

**The Arizona Board of Regents on behalf of the University of Arizona, for its College of Medicine
at the Arizona Health Sciences Center
SPONSOR/PROVIDER**

And

COMMERCIAL EXHIBITOR/ADVERTISER

ADDRESS

CONTACT (Include telephone and e-mail)

COMMERCIAL EXHIBITOR/ADVERTISER wishes to exhibit or advertise at the above Activity for the amount of:

CONDITIONS OF EXHIBITION/ADVERTISEMENT

Statement of Purpose: The Activity is for scientific and education purposes only and will not promote the products of COMMERCIAL EXHIBITOR/ADVERTISER, directly or indirectly.

Disclosure of Financial Relationships: SPONSOR/PROVIDER will ensure disclosure to Activity participants of COMMERCIAL EXHIBITOR/ADVERTISER'S funding and any relationship between faculty and COMMERCIAL EXHIBITOR/ADVERTISER.

Location of Exhibit: Exhibit(s) shall be in a location of SPONSOR/PROVIDER'S choosing and must be kept separate from the Activity. The juxtaposition of educational and advertising material on the same products or subjects is not allowed. Promotional materials cannot be displayed or distributed in the education space immediately before, during or after the Activity. COMMERCIAL EXHIBITOR/ADVERTISER may not engage in sales or promotional activities while in the space or place of the Activity.

Attendance at Activity: Representatives of COMMERCIAL EXHIBITOR/ADVERTISER may attend the Activity on a space available basis, as determined by SPONSOR/PROVIDER.

Payment: Funds must be payable to **The University of Arizona** (Tax ID 74 2652689)

COMMERCIAL EXHIBITOR/ADVERTISER will not make payments directly to individuals associated with the activity.

The parties agree to abide by all requirements of the ACCME *Standards for Commercial Support*SM (available at <http://www.accme.org/>).

The parties agree to be bound by applicable state and federal rules governing equal employment opportunity, nondiscrimination and immigration.

This Agreement is subject to cancellation under Arizona Revised Statutes section 38-511 regarding conflict of interest on the part of individuals negotiating contracts on behalf of the State of Arizona.

The parties agree that should a dispute arise between them concerning this Agreement and no party seeks affirmative relief other than money damages in the amount of Fifty Thousand Dollars (\$50,000) or less, exclusive of interest, costs and attorneys' fees, the parties shall submit the matter to arbitration pursuant to the Revised Uniform Arbitration Act, A.R.S §12-3001 *et seq.* (the "Act"), whose rules shall govern the interpretation, enforcement, and proceedings pursuant to this section. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the parties.

The parties recognize that the performance by the Arizona Board of Regents for and on behalf of The University of Arizona may be dependent upon the appropriation of funds by the Legislature of the State of Arizona. Should this Legislature fail to appropriate the necessary funds or if the SPONSOR's appropriation is reduced during the fiscal year, the Board of Regents may reduce the scope of the Agreement or cancel the Agreement without further duty or obligation. The Board agrees to notify the COMMERCIAL EXHIBITOR/ADVERTISER as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.

AGREED TO

Name/Title

Signature
COMMERCIAL
EXHIBITOR/ADVERTISER

Date

David T. Tzou, MD
Assistant Professor,
Department of Urology
University of Arizona College
of Medicine - Tucson



4/30/2023

Date

Name/Title

Signature
SPONSOR/PROVIDER

**The Arizona Board of Regents on behalf of the University of Arizona, for its College of Medicine at the
Arizona Health Sciences Center**