

## Appendix G: Letter of Agreement

Regarding Terms, Conditions and Purposes of an Educational Grant

between \_\_\_\_\_ (institution) and \_\_\_\_\_ (company)

Title of CME Activity \_\_\_\_\_

Location \_\_\_\_\_ Date(s) \_\_\_\_\_

Commercial Supporter (Company name/Branch) \_\_\_\_\_

Address \_\_\_\_\_

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

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Contact Person \_\_\_\_\_

The above company wishes to provide support for the named continuing medical education activity by means of (indicate which option):

1. Unrestricted educational grant for support of the CME activity in the amount of \$ \_\_\_\_\_

2. Restricted grant to reimburse expenses for:

A. Speaker(s) 1) \_\_\_\_\_

2) \_\_\_\_\_

To include all Expenses \_\_\_\_\_ Travel Only \_\_\_\_\_ Honorarium Only \_\_\_\_\_  
(Honorarium Amount to be determined by Course Director)

B. Support for catering functions (specify) \_\_\_\_\_  
in the amount of \$ \_\_\_\_\_ (see 10.d. on the back of this agreement)

C. Other (e.g. equipment loan, brochure distribution, etc.) \_\_\_\_\_

### CONDITIONS

1. Statement of Purpose: program is for scientific and educational purposes only and will not promote the company's products, directly or indirectly.
2. Control of Content & Selection of Presenters & Moderators: sponsor is ultimately responsible for control of content and selection of presenters and moderators. Company, or its agents, will respond only to sponsor initiated requests for suggestions of presenters or sources of possible presenters. Company will suggest more than one name (if possible); will provide speaker qualifications, will disclose financial or other relationships between company and speaker, and will provide this information in writing. Sponsor will record role of company, or its agents, in suggesting presenter(s); will seek suggestions from other sources, and will make selection of presenter(s) based on balance and independence.
3. Disclosure of Financial Relationships: sponsor will ensure disclosure to the audience of (a) company funding and (b) any significant relationship between the sponsor and the company (e.g. grant: recipient) or between individual speakers or moderators and the company.
4. Involvement in Content: there will be no "scripting," emphasis, or influence on content by the company or its agents.

5. Ancillary Promotional Activities: no promotional activities will be permitted in the same room or obligate path as the educational activity. No product advertisements will be permitted in the program room.
6. Objectivity & Balances: sponsor will make every effort to ensure that data regarding the company's products (or competing products) are objectively selected and presented, with favorable and unfavorable information and balanced discussion of prevailing information on the product(s) and/or alternative treatments.
7. Limitations of Data: sponsor will ensure, to the extent possible, disclosure of limitations of data, e.g., ongoing research, interim analyses, preliminary data, or unsupported opinion.
8. Discussion of Unapproved Uses: sponsor will require that presenters disclose when a product is not approved in the United States for the use under discussion.
9. Opportunities for Debate: sponsor will ensure opportunities for questioning or scientific debate.
10. Independence of Sponsor in the use of Contributed Funds:
  - a. Funds should be in the form of an educational grant made payable to \_\_\_\_\_ (accredited sponsor).
  - b. All other support associated with this CME activity (e.g. distributing brochures, preparing slides) must be given with the full knowledge and approval of \_\_\_\_\_ (accredited sponsor).
  - c. No other funds from the commercial company will be paid to the program director, faculty, or other involved with the CME activity (additional honoraria, extra social events, etc.).
  - d. Funds may be used to cover the cost of one or more modest social activities held in conjunction with the educational program which furthers the CME educational experience and/or allows an educational discussion and exchange of ideas.

The Commercial Supporter agrees to abide by all requirements of the AOA Guidelines for Relationships between Accredited Sponsors and Commercial Supporters of CME.

The Accredited Sponsor agrees to: 1) abide by the AOA Guidelines for Relationships between Accredited Sponsors and Commercial Supporters of CME; 2) acknowledge educational support from the commercial company in program brochures, syllabi, and other program materials, and 3) upon request, furnish the commercial supporter a report concerning the expenditure of the funds provided.

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|--|------------|
| AGREED   |            |
| Commercial Company Representative (name) _____   |            |
| Signature _____                                  | Date _____ |
| Course Director (name) _____ Dept _____          |            |
| Signature _____                                  | Date _____ |
| CME Department Director of Designee (name) _____ |            |
| Signature _____                                  | Date _____ |