

CME Guidelines Related to Educational Grants and Exhibit Space

Department of Health and Human Services: Office of Inspector General Compliance Program Guidance for Pharmaceutical Manufacturers

To reduce the risks that an educational grant is used improperly to induce or reward product purchases or to market product inappropriately, *manufacturers should separate their grant making functions from their sales and marketing functions*. Effective separation of these functions will help insure that grant funding is not inappropriately influenced by sales or marketing motivations and that the educational purposes of the grant are legitimate. Manufacturers should establish objective criteria for making grants that do not take into account the volume or value of purchases made by, or anticipated from, the grant recipient and that serve to ensure that the funded activities are *bona fide*. The manufacturer should have no control over the speaker or content of the educational presentation. Compliance with such procedures should be documented and regularly monitored.

Source: <http://www.oig.hhs.gov/authorities/docs/03/050503FRCPGPharmac.pdf>

Standards for Commercial Support: Appropriate Management of Associated Commercial Promotion

Is it acceptable to say, "In exchange for \$5,000 of commercial support we will produce the CME activity and as a commercial supporter you will get an acknowledgment and a 4 x 4 sq ft booth in the exhibit hall."?

No, in this scenario the commercial interest is giving commercial support and getting promotional and sales opportunities. Opportunities for advertising and promotion are being purchased with commercial support and have become a condition of the support. Both of these are **Not in Compliance** with the Standards. The commercial interest should buy advertising and promotion opportunities with resources designated for that purpose. If an agreement for advertising or promotion is struck between the two parties it must be outside the written agreement for commercial support. With respect to commercial support, the terms and conditions of the support must be described in a written agreement between the accredited provider and the commercial supporter. Any event or product that contains advertising or promotional opportunities must not be part of the educational activity and must not be paid for by commercial support. Normally these are assigned to the "exhibit hall," advertising pages or screens or promotional receptions or meals, all of which are clearly identified as such by the learner.

Are advertising and exhibit opportunities always to be offered to commercial supporters?

No. Payment and arrangements for advertising and exhibits are separate, business transactions. They are payment for the sale of promotional space.

Sources: Accreditation Council for Continuing Medical Education, Accreditation Council for Pharmacy Education

St. Vincent's Health System policy based on the above guidance:

Arrangements for commercial exhibits or advertisements cannot influence planning or interfere with the presentation, nor can they be a condition of the provision of commercial support for CME/CE activities.

- a) Exhibit fees shall be separate and distinct from educational grants (they are not considered commercial support). Exhibitors should sign a Letter of Agreement.
- b) Exhibit fees shall be set by the CMEO for each activity and will be standard for that activity; potential exhibitors shall have equal access to purchasing exhibit space (first come-first serve).
- c) **All exhibitors must be in a room or area separate from the education and the exhibits must not interfere or in any way compete with the learning experience prior to, during, or immediately after the activity.**
- d) Commercial interest (pharmaceutical) representatives may attend CME/CE activities at the discretion of STVHS for the direct purpose of the representatives' own education; however, they may not engage in sales or marketing activities while in the space or place of the educational activity.

EXHIBIT SPACE APPLICATION & AGREEMENT

Title of CME Activity:	
Location & Date(s):	
Exhibiting Company*	
Address:	
City, State, Zip:	
Telephone and Fax:	
Contact:	
E-mail:	

**For acknowledgment purposes, please indicate how your company's name should be listed on all printed materials.*

Company description (please check all that apply):

- | | |
|--|--|
| <input type="checkbox"/> Computer equipment/services | <input type="checkbox"/> Market research |
| <input type="checkbox"/> Diagnostic equipment | <input type="checkbox"/> Pharmaceutical products |
| <input type="checkbox"/> Laboratory equipment/supplies | <input type="checkbox"/> Publications |
| <input type="checkbox"/> Laboratory services | <input type="checkbox"/> Recruitment |
| <input type="checkbox"/> Non-profit organization | <input type="checkbox"/> Food/Nutritional products |
| <input type="checkbox"/> Association/Medical Society | <input type="checkbox"/> Publishing/books |
| <input type="checkbox"/> Device/Equipment Diagnosis | <input type="checkbox"/> Other: _____ |

Brief Description of Product/Service to Be Exhibited:

Space Requested:

Exhibitor

- ☐ 1 – 6' skirted exhibit table with 2 chairs
☐ 2 – 6' skirted exhibit table with 2 chairs

Commercial exhibits and advertisements are not continuing medical education. Therefore, fees paid by commercial interests to providers for exhibits and advertisements are not considered to be "commercial support." However, providers must meet certain requirements if commercial exhibits or advertisements accompany CME activities (C9).

Will any commercial exhibits or advertisements be associated with this CME activity?

☐ Yes ☐ No

TERMS AND CONDITIONS OF AGREEMENT

1. All exhibits and grants are subject to review and approval by the Office of Continuing Medical Education.
 2. Exhibit hours must not overlap with educational sessions, and no activities conducted in the exhibit area may compete with or interfere with educational sessions. No other activities involving attendees, such as focus groups or product demonstrations, may be conducted by exhibiting companies during educational sessions, whether or not these activities occur in the exhibit area.
 3. Exhibits must be located in an area that is visually distinct from any area in which educational activities are conducted – a clear distinction between commercial and educational areas and activities are required.
 4. All commercial activities must be conducted within the confines of the commercial supporter's exhibit space.
- STVHS may at its sole discretion, withhold/withdraw permission to distribute advertising it considers objectionable.**
- No product advertisements will be permitted in the program room.**
5. Commercial representatives attending educational sessions may not participate in discussion periods.
 6. The violation of any part of this agreement, or any part of the regulations adopted by the Lessor, shall at the election of the Office of Continuing Medical Education cause this agreement to become null and void. In such event, all sums previously paid for or contracted to be paid under this agreement shall be assigned, or otherwise disposed of, without written approval.
 7. **No refunds due to cancellations** will be made if cancellation is received less than two weeks prior to the start of the event.
 8. Advertising, canvassing, solicitation of business, conferences in the interest of business, etc. are not permitted except by firms that have engaged with STVHS space to exhibit and then **only** in exhibit area assigned.
 9. Grants provided in support of this activity are for educational purposes only and will not promote the company's products, directly or indirectly.
 10. Neither the rental of exhibit space nor the provision of grant funds shall influence the control of content a selection of presenters and moderators. STVHS is ultimately responsible for control of content and selection of presenters and moderators.
 11. **Disclosure of Financial Relationships:** STVHS will ensure disclosure to the audience of (a) company funding and (b) any significant relationship between STVHS and the company (e.g., grant recipient) or between individual speakers or moderators and the company.
 12. **Involvement in Content:** There will be no "scripting", emphasis or influence on content by the company or its agents.
 13. No other funds from the commercial company will be paid to the program director, faculty, or others involved with the CME activity (additional honoraria, extra social events, etc.)
 14. **Liability/Insurance:** Exhibitors shall be full responsible to pay for any and all damages to property owned by STVHS, its owners or managers which results from any act or omission of an exhibitor. The exhibitor acknowledges that STVHS does not maintain insurance covering exhibitor's property and that it is the sole responsibility of the exhibitor to obtain liability insurance covering such losses.

Full payment must accompany this signed contract to be considered

Return to:

Office of Continuing Education
St. Vincent's Health System
Education Resources
2800 University Blvd
DePaul Building; Suite 310
Birmingham, AL 35233
(205) 930-2802

AGREED

Authorized Exhibiting Company Rep. (name): _____

Signature Date (name)_____

2011 STVHS Exhibitor Application and Agreement Page 3 of 3 Signature Date

