

AGREEMENT FOR COMMERCIAL SUPPORT OF CONTINUING MEDICAL EDUCATION

Overview

This agreement sets forth the terms and conditions of the receipt of commercial support in the form of an educational grant relating to continuing medical education (CME) activities provided by St. Vincent's Health System and in accordance with the Essential Areas, Criteria for Accreditation and policies of the Medical Association of the State of Alabama (MASA), including the ACCME *Standards for Commercial Support*. Commercial Support is defined as financial, or in-kind, contributions given by a commercial interest¹, which is used to pay all or part of the costs of a CME activity.

Parties to the Agreement

This agreement is made by and between (hereinafter referred to as "provider"), and <name of commercial support> (hereinafter referred to as "grantor") for the purpose of providing funding to support a CME activity in the form of an educational grant. <If there is a joint sponsor involved, include this sentence: This agreement also includes a designated joint sponsor, <name of joint sponsor>, that shall be engaged in the planning of this educational activity under the direction and guidance of <name of provider>.

Identity of the Educational Activity for which the Grant is Applicable

Both the Provider and Grantor agree that the educational grant awarded is to support a CME activity on the topic of <enter topic>. The educational activity is anticipated to be executed during the <1st/2nd/3rd/4th> Quarter of <year>.

Amount of Educational Grant

The amount of the educational grant provided to Provider by Grantor is \$ <enter amount>. The grant will be paid to Provider <enter specifications in terms of number of payments, invoicing requirements, etc.>. <NOTE: Include this sentence if required by grantor: If requested by Grantor, it is agreed by the parties that any unused funds from this grant will be returned to Grantor with a reconciled budget detailing the disposition of funds.>.

Terms and Conditions of the Acceptance of the Grant

Independence

The Provider has full and complete control over the planning and execution of this CME activity. It is agreed that the Provider will not seek advice on content, potential teachers, educational design, or methods of

¹ The MASA defines a Commercial Interest as any proprietary entity producing health care goods or services, with the exemption of non-profit or government organizations and non-health care related companies. The MASA does not consider providers of clinical service directly to patients to be commercial interest.

evaluation; nor will the Grantor require or offer such information in any way, including medical or technical review of the content or treatment recommendations contained in the activity.

Appropriate Use of Commercial Support

The provider will make all decisions regarding the disposition and disbursement of grant funds. <If a joint sponsor is involved and is authorized to receive grant funds on behalf of the Provider, add this sentence: The Joint Sponsor has been authorized by the Provider to act on its behalf to receive grant funds from the Grantor.> Furthermore, the Grantor agrees not to provide any other funds to planners or faculty involved in this CME activity that are associated with the activity. All honoraria provided to planners and faculty will confirm with the Provider's Policy on Honoraria and will be dispersed to those persons directly by the Provider or by the Joint Sponsor on behalf of the Provider.

Commercial Promotion

Product-promotion material or product-specific advertisement of any type is prohibited in or during the CME activity. The juxtaposition of editorial and advertising material on the same products or subjects is not allowed. Live or enduring promotional activities must be kept separate from the CME activity. Promotional materials cannot be displayed or distributed in the education space immediately before, during or after a CME activity. Representatives of the Grantor may not engage in sales or promotional activities while in the space or place of the CME activity.

Disclosure

The Provider will ensure that the source of support from the Grantor, either direct or "in-kind," is made transparent to learners, in program brochures, syllabi, and other program materials, and at the time of the activity. This disclosure will not include the use of a trade name or a product-group message. The acknowledgment of commercial support may include corporate logos and slogans, if they are not product promotional in nature. In addition, Provider will provide additional disclosure to learners of financial relationships of its planners, faculty, reviewers, or any staff that is involved in the content of the CME activity that may constitute a conflict of interest. Such information will be made transparent to learners in course materials and be positioned such that this information is read and understood prior to the start of the activity.

Information on the Parties to the Agreement

For the Provider:

Tax ID Number
Contact Person
Phone Number

Email Address
Fax Number

Contact Person
Phone Number
Email Address
Fax Number

For the Grantor:

<delete if not applicable>

For the Joint Sponsor:

Tax ID Number

Contact Person

Phone Number

Email Address

Fax Number

Agreed by Authorized Representatives

Grantor:

Signature (electronic/digit signature acceptable)

Date:

Typed Name:

Title:

Provider:

Signature (electronic/digit signature acceptable)

Date:

Typed Name:

Title:

Educational Partner: <delete if not applicable>

Signature (electronic/digit signature acceptable)

Date:

Typed Name:

Title: