Written agreement for commercial support of an educational activity

**Southern Medical Association (SMA)** is committed to presenting CME activities that promote improvements or quality in healthcare and are independent of the control of commercial interests. As part of this commitment**, SMA** has outlined in this written agreement the terms, conditions, and purposes of commercial support for its CME activities. Commercial Support is defined as financial, or in-kind, contributions given by a commercial interest[[1]](#endnote-1), which is used to pay all or part of the costs of a CME activity.

This Letter of Agreement, entered into this \_\_ day of \_\_\_, 201\_ by and among SMA, [insert your company’s name], and the Commercial Interest named below, witnesses the following:

|  |  |
| --- | --- |
| **Title of CME Activity** |  **[insert title]** |
|  |
| **Activity Location (if applicable)** | **[insert facility name, city, and state]** | **Start/End Dates****Or Origination and Expiration Dates** | **[enter dates]** |
|  |
| **Name of Commercial Entity** | **[enter name of commercial interest]** |
|  |  |
| [ ]  **Monetary Educational Grant Amount**  | **[enter amount of grant]** |
| [ ]  **List of in-kind support(select all that apply)** | [ ] Durable Equipment[ ] Disposable Supplies-Non Biological[ ] Human Tissue[ ] Animal Tissue [ ] Facilities Space [ ] Other (specify): |

# Terms, Conditions, and Purposes

1. The **Commercial Interest,** the **Accredited Provider**, and [enter your company’s name] agree to abide by all requirements of the Accreditation Council for Continuing Medical Education (ACCME) ***Standards for Commercial Support of Continuing Medical Education***.
2. This activity is for scientific and educational purposes only and will not promote any specific proprietary business interest of the Commercial Interest.
3. The **Accredited Provider** is responsible for all decisions regarding the identification of educational needs, determination of learning objectives, selection and presentation of content, selection of all persons and organizations that will be in a position to control the content of the CME, selection of education methods, selection of target audience, evaluation of the activity, and marketing of the activity.

**Terms, Conditions, and Purposes (continued)**

1. The **Accredited Provider** and the **Commercial Interest** agree that the Commercial Support provided herein has not been determined in a manner which takes into account the volume or value of any referrals, financial relationship(s) or other business arrangement(s) otherwise existing between the parties for which payment may be made, in whole or in part, under any Federal or state health care program, including, without limitation, Medicare or Medicaid.
2. The **Commercial Interest** shall provide Commercial Support in the amount set forth above to the **Accredited Provider** promptly upon execution of this Agreement. The **Accredited Provider** will make all decisions regarding the disposition and disbursement of those funds.
3. The **Commercial Interest** will not require the **Accredited Provider** to accept advice or services concerning teachers, authors, or participants or other education matters, including content, as conditions of receiving this grant.
4. All commercial support associated with this activity will be given with the full knowledge and approval of the **Accredited Provider**. No other payments shall be given to the director of the activity, planning committee members, teachers or authors, educational partner(s), or any others involved with the supported activity.
5. The funds provided under this grant are not intended to defray or pay any costs for exhibit space.
6. Product-promotion material or product-specific advertisement of any type is prohibited in the same room before, during, or after 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 the CME activity. **Commercial Interest** may not engage in sales or promotional activities while in the space or place of the CME activity.
7. The **Commercial Interest** may not be the agent providing the CME activity to the learners.
8. The Accredited Provider will ensure that the source of support from the Commercial Interest is disclosed to the participants, in activity brochures, syllabi, and/or other activity 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 state the name, mission, and clinical involvement of the company or institution and may include corporate logos and slogans, if they are not product promotional in nature.
9. The **Accredited Provider** will, upon request, furnish the **Commercial Interest** with documentation detailing the receipt and expenditure of the Commercial Support. The **Accredited Provider** agrees that the **Commercial Support** will be used only for the support of the defined **CME Activity**, and shall return to the **Commercial Interest** any funds that are not used for that purpose.

This **Agreement** constitutes the entire agreement between the parties relating to the supported activity and supersedes all other agreements, express or implied, between the parties as to its subject matter. This **Agreement** may be modified only by a writing signed by both parties which states it is an amendment to this **Agreement**. This **Agreement** shall be governed by and construed in accordance with the laws of the State of Alabama.

|  |  |
| --- | --- |
| **Name of Accredited Provider** | **Southern Medical Association** |
| Tax ID Number 63-0196615 |  |
| Contact  | Randall E. Glick, BSB/PM, MCP | Email  | rglick@sma.og |
| Phone  | 205.421.4189 | Fax  | 205.945.1830 |
|  |  |
| **Educational Partner (if applicable)** | **[enter your company’s name and contact info. here]** |
| Contact  |  | Email  |  |
| Phone Number |  | Fax  |  |
| Tax ID Number |  |  |  |
|  |  |  |  |
| **Name of Commercial Interest** |  |
| Address  |
| City, State, Zip  |  |
| Contact  |  |  |  |
| Phone |  |  |  |

**AGREED BY AUTHORIZED REPRESENTATIVES**

**Commercial Interest: Accredited Provider:**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Signature Date |  | Signature Date |
|  |  | Randall E. Glick, BSB/PM, MCP |
| Print Name |  | Print Name |
|  |  | Executive Director, Southern Medical Association |
| Title |  | Title |

**Educational Partner:**

 \_\_\_\_\_

 Signature Date

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

 Title

1. The ACCME defines a Commercial Interest as any entity producing, marketing, re-selling, or distributing health care goods or services consumed by, or used on, patients. [↑](#endnote-ref-1)