

Continuing Medical Education (CME)

Letter of Agreement

Between

Saint Joseph's Healthcare System  
(Provider)

and

\_\_\_\_\_   
(Company)

CME Activity Title: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name/Branch: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

The above company wishes to provide support for the named CME activity by the following:  
(indicate which option)

1. Unrestricted educational grant in the amount of \$ \_\_\_\_\_

2. Restricted grant in the amount for

a. Speaker(s)

i. \_\_\_\_\_ ii. \_\_\_\_\_

For: (check one)  All expenses  Travel only  Honorarium only

Honorarium amount: (as determined by course director) \$ \_\_\_\_\_

b. Catering function support: \$ \_\_\_\_\_

c. Other: (specify) \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

## **Conditions for Commercial Support**

### **Independence**

1. Provider ensures that the following decisions were made free of the control of Company:
  - (a) Identification of CME needs;
  - (b) Determination of educational objectives;
  - (c) Selection and presentation of content;
  - (d) Selection of all persons and organizations that will be in a position to control the content of the CME;
  - (e) Selection of educational methods;
  - (f) Evaluation of the activity.
2. Provider does not permit Company to assume the role of non-accredited partner in a joint sponsorship relationship.

### **Resolution of Personal Conflicts of Interest**

1. Provider and Company jointly ensure and document that everyone who is in a position to control the content of an education activity has disclosed all “relevant financial relationships,” which are defined as financial relationships in any amount occurring within the past 12 months that create a conflict of interest with any commercial interest to the provider.
2. An individual who refuses to disclose relevant financial relationships will be disqualified from being a planning committee member, a teacher, or an author of CME, and cannot have control of, or responsibility for, the development, management, presentation or evaluation of the CME activity.
3. Provider maintains a multidisciplinary CME committee to identify and resolve all conflicts of interest prior to the education activity being delivered to learners.

### **Appropriate Use of Commercial Support**

1. Provider makes all decisions regarding the disposition and disbursement of commercial support.
2. Provider accepts no advice or services concerning teachers, authors, or participants or other education matters, including content, from Company as conditions of contributing funds or services.
3. Provider must have full knowledge and prior approval of all relevant commercial support associated with a CME activity.
4. Provider and Company must complete this jointly signed, written letter of agreement prior to any commercial support of any CME activity.
5. Provider must have written policies and procedures governing honoraria and reimbursement of out-of-pocket expenses for planners, teachers and authors.
6. Provider, the joint sponsor, or designated educational partner must pay directly any teacher or author honoraria or reimbursement of out-of-pocket expenses in compliance with the provider's written policies and procedures.
7. No other payment shall be given to the director of the activity, planning committee members, teachers or authors, joint sponsor, or any others involved with the supported activity.
8. If teachers or authors are listed on the agenda as facilitating or conducting a presentation or session, but participate in the remainder of an educational event as a learner, their expenses can be reimbursed and honoraria can be paid for their teacher or author role only.
9. Social events or meals at CME activities cannot compete with or take precedence over the educational events.
10. Provider does not use commercial support to pay for travel, lodging, honoraria, or personal expenses for non-teacher or non-author participants of a CME activity. Provider may use commercial support to pay for travel, lodging, honoraria, or personal expenses for bona fide employees and volunteers of the provider, joint sponsor or educational partner.
11. Provider requires accurate documentation from Company detailing the expenditure of the commercial support.

## Appropriate Management of Associated Commercial Promotion

1. 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 activities.
2. Product-promotion material or product-specific advertisement of any type is prohibited in or during CME activities. The juxtaposition of editorial and advertising material on the same products or subjects is not permitted. Live (staffed exhibits, presentations) or enduring (printed or electronic advertisements) promotional activities must be kept separate from CME. For print, advertisements and promotional materials will not be interleaved within the pages of the CME content. Advertisements and promotional materials may face the first or last pages of printed CME content as long as these materials are not related to the CME content they face and are not paid for by the commercial supporters of the CME activity. For computer based, advertisements and promotional materials will not be visible on the screen at the same time as the CME content and not interleaved between computer 'windows' or screens of the CME content. For audio and video recording, advertisements and promotional materials will not be included within the CME. There will be no 'commercial breaks.' For live, face-to-face CME, advertisements and promotional materials cannot be displayed or distributed in the educational space immediately before, during, or after a CME activity. Providers do not permit representatives of Commercial Interests to engage in sales or promotional activities while in the space or place of the CME activity.
3. Educational materials that are part of a CME activity, such as slides, abstracts and handouts, must not contain any advertising, trade name or a product-group message.
4. Print or electronic information distributed about the non-CME elements of a CME activity that are not directly related to the transfer of education to the learner, such as schedules and content descriptions, may include product-promotion material or product-specific advertisement.
5. Provider does not permit use of Company as the agent providing a CME activity to learners, e.g., distribution of self-study CME activities or arranging for electronic access to CME activities.

## Content and Format without Commercial Bias

1. The content or format of a CME activity or its related materials must promote improvements or quality in healthcare and not a specific proprietary business interest of a commercial interest.
2. Presentations must give a balanced view of therapeutic options. Use of generic names will contribute to this impartiality. If the CME educational material or content includes trade names, where available trade names from several companies should be used, not just trade names from a single company.

## Disclosures Relevant to Potential Commercial Bias

1. An individual must disclose to learners any relevant financial relationship(s), to include the following information:
  - a. The name of the individual;
  - b. The name of the commercial interest(s);
  - c. The nature of the relationship the person has with each commercial interest.
2. For an individual with no relevant financial relationship(s), the learners must be informed that no relevant financial relationship(s) exist.
3. The source of all support from commercial interests must be disclosed to learners. When commercial support is "in-kind," the nature of the support must be disclosed to learners.
4. 'Disclosure' must never include the use of a trade name or a product-group message.
5. Provider must disclose the above information to learners prior to the beginning of the educational activity

**Continuing Medical Education (CME)**

**Letter of Agreement**

**AGREED**

Commercial Company Representative (name)

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Course Director (name)

\_\_\_\_\_

Dept.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

CME Department Director or Designee (name)

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Print Name

\_\_\_\_\_