



Office of Continuing Medical Education  
Marshall University Joan C. Edwards School of Med  
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## Letter of Agreement

Continuing Medical Education Policy: Adopted August 12, 1993, Revised June 22, 2005.  
Reference: Standards for Commercial Support – <http://www.accme.org>  
*Regarding Terms, Conditions and Purposes of an Educational Grant*

Between Marshall University JCE School of Medicine and \_\_\_\_\_.  
(Form must be typed or printed legibly) (company)

- A. Title of CME Activity: \_\_\_\_\_
- B. Location: \_\_\_\_\_
- C. Date: \_\_\_\_\_ Topic: \_\_\_\_\_
- D. Commercial Supporter (Company name/Branch) \_\_\_\_\_
- E. Representative: \_\_\_\_\_
- F. Address: \_\_\_\_\_
- F. City, State, Zip: \_\_\_\_\_
- G. Telephone: \_\_\_\_\_
- H. FAX: \_\_\_\_\_
- I. Pager/Voice Mail No. & Box: \_\_\_\_\_
- H. Email: \_\_\_\_\_

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

- 1. Total educational grant for support of the CME activity in the amount of \$ \_\_\_\_\_. (Hon \_\_\_\_\_, Travel \_\_\_\_\_, lodging \_\_\_\_\_, Food Service \_\_\_\_\_, CME Rec/App 300)
- 2. Restricted grant to reimburse expenses for: A. Speaker(s) 1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_
- 3. To included all Expenses X Travel Only \_\_\_\_\_ Honorarium Only \_\_\_\_\_ Honorarium Amount (to be determined by CME or Course Director) \$ \_\_\_\_\_.
- 4. Support for Catering Functions (specify) – If applicable refer to event Budget Form.
- 5. Other (equip 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 presenters and moderators. Company, or its agents, will respond only to sponsor-initiated requests for suggestions of presenter 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** : (past 12 months) 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, moderators, planners, CME managers 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 oblique path as the educational activity. No product advertisements will be permitted in the program room.
6. **Objectivity & Balance**: 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 balance discussion of prevailing information on the product(s) and/or alternative treatments.
7. **Limitation 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** is required in the use of Contributed Funds.
11. **Funds** should be in the form of an education grant made payable to *University Physicians & Surgeons, Inc., dba CME.*, Tax Exempt No. 55-0564945.
12. **All other support** associated with the CME activity (e.g., distributing brochures, preparing slides) must be given with the full knowledge and approval of the Assistant Dean of CME, Marshall University School of Medicine.
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. **The Commercial Supporter agrees** to abide by all requirements of the CME Adopted ACCME Standards for Commercial Support specified in *Standard 3*. See <http://www.musom.marshall.edu/cme>.
15. **The Accredited Sponsor agrees to:** 1) abide by the ACCME Standards for Commercial Support of Continuing Medical Education; 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.

**AGREED**

Commercial Company Representative (name) \_\_\_\_\_

Representative Signature (X) \_\_\_\_\_ Date \_\_\_\_\_

Course Director (name) \_\_\_\_\_ Department: \_\_\_\_\_

Signature (X) \_\_\_\_\_ Date \_\_\_\_\_

CME Department Assistant Dean or Designee (name) David N. Bailey, MBA

Signature (X) \_\_\_\_\_ Date \_\_\_\_\_