



## LETTER OF AGREEMENT

### FINANCIAL SUPPORT FOR CONTINUING EDUCATION ACTIVITY

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Curry National Tuberculosis Center/UCSF (CNTC), (hereinafter “accredited provider”) as provider of continuing medical education for the following activity:

#### ***16th Annual Conference of the Union-North America Region***

Hereby enters into an agreement, as detailed below, with (hereinafter “Grantor”) [Grantor] agrees to provide to the Union -North American Region (hereinafter “joint sponsor”) a grant to help defray the costs of conducting the above-referenced continuing medical education activity. The financial support is offered and received in accordance with the Standards for Commercial Support of CME of the Accreditation Council for Continuing Medical Education.

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#### **1. Purpose of and Control over the Educational Activity**

- 1.1. The activity shall be independent and non-promotional, focused on educational content and free from commercial influence or bias.
- 1.2. [The Union-North America Region], working with [Curry National Tuberculosis Center/UCSF (CNTC)] shall have complete control over the content and production of the activity, and will assure the presentation of balanced, objective and scientifically rigorous information.
- 1.3. [The Union – North America Region] selected the Course Director, and all the faculty were approved by [Curry National Tuberculosis Center/UCSF (CNTC)] for the activity. The faculty shall disclose any significant relationships with the Supporter.

#### **2. Grantor Assistance in Planning, Production, and Marketing of the Activity**

- 2.1. The Supporter may make suggestions of speakers or topics to [Curry National Tuberculosis Center/UCSF (CNTC)], but agrees not to use the activity in any way to promote its products. All suggestions must be submitted in writing.
- 2.2. [BD Diagnostics] may provide services in support of the preparation of activity materials; however, these materials shall not, advance the specific proprietary interests of [].
- 2.3. [Curry National Tuberculosis Center/UCSF (CNTC) and The Union-North America Region] must authorize dissemination of information about this activity by [], and any information must identify the activity as produced by [Curry National Tuberculosis Center/UCSF (CNTC) and The Union-North America Region].

#### **3. Disclosure**

- 3.1. The Supporter's grant shall be disclosed to the audience by appropriate means including a statement on the program syllabus (if applicable) of the following.
  - 3.1.1. [] funding of the activity, without reference to specific products.
  - 3.1.2. Any significant relationship between [Accredited provider and joint sponsor], authors, presenters, or moderators and [].
  - 3.1.3. Any significant financial or other relationship between authors, presenters, or moderators and the manufacturers of products or providers of services mentioned by the author, presenter, or moderator during the activity.
  - 3.1.4. Whether any product mentioned during the activity is not labeled for the use under discussion or is still investigational.
- 3.2. Disclosure shall be made in writing in all instances when that is possible. Should disclosure occur verbally, such disclosure must be verified by written documentation in the activity file.

#### **4. Scope and Presentation of the Activity**

- 4.1. The title of the activity shall fairly and accurately represent the scope of the presentation.
- 4.2. The activity shall present discussion of multiple treatment options, and shall not focus on a single product, except when options are so limited as to preclude meaningful discussion.
- 4.3. Faculty shall be instructed to use generic names of products, or, if trade names are used, to use those of several companies.
- 4.4. Opportunity for meaningful discussion or questioning shall be provided during a live activity.

**5. Social Events**

- 5.1. Social events shall not compete with, nor take precedence over, the educational activity. The appropriateness of the social event is at the sole discretion of [Accredited provider and joint sponsor] and [Curry National Tuberculosis Center/UCSF (CNTC) and The Union-North America Region] shall have final authority in the scheduling and production of the social event.
- 5.2. The cost for the social event shall be modest.

**6. Structure of Grant and Use of Funds**

- 6.1. The educational grant shall be made payable to [The Union-North America Region].
- 6.2. The [] shall make no additional financial support to the course director or to any faculty member or attendee of this activity.
- 6.3. [ Curry National Tuberculosis Center/UCSF (CNTC) and The Union-North America Region] will make a full financial accounting of the expenditures and revenue associated with the activity if requested, at the conclusion of the activity.

**7. Conduct of [Grantor] at Educational Presentations**

- 7.1. It is additionally understood that the Supporter may place a commercial exhibit or literature in the general area of this CME activity, but entirely separate from the educational event. Arrangements for such an exhibit are to be controlled by [Curry National Tuberculosis Center/UCSF (CNTC) ]
- 7.2. Representatives of commercial supporters may not engage in sales activities while in the room where the educational activity takes place.

**8. Regulatory Authority**

- 8.1. [Curry National Tuberculosis Center/UCSF (CNTC) and The Union-North America Region] and [] agree to abide by all requirements of the ACCME Standards for Commercial Support of Continuing Medical Education (March 1992), the FDA Final Guidance on Industry-Supported Scientific and Educational Activities (December 1997), the AMA regulations regarding the Physicians Recognition Award, the AMA Opinion 8.061: Gifts to Physicians for Industry, and the AMA Opinion 9.011: Continuing Medical Education.

\_\_\_\_\_ Date \_\_\_\_\_  
 Signature  
 Thomas Stuebner, Director  
 Francis J. Curry National Tuberculosis Center

\_\_\_\_\_ Date \_\_\_\_\_  
 Signature  
 Name: Anne Raftery  
 Title: Program Chair  
 The Union-North America Region

\_\_\_\_\_ Date \_\_\_\_\_  
 Signature  
 Name:  
 Name of the company: \_\_\_\_\_

## Commercial Support Policies August 1, 2010

### Policy on Exhibits/Sponsor

1. Arrangement for commercial exhibits or advertisements cannot influence the planning or interfere with the presentation of CME activities, nor can they be a condition of the provision of commercial support for CME activities.
2. Exhibits must be placed in a space separate from the educational activity space.
3. Exhibit information will be relayed to exhibitors in writing via mail and/or email.
4. Exhibit income will be accounted for separately from commercial support income.

### Policy on Role of Commercial Interest Representatives

1. Enduring materials may be sold by commercial interests, but Francis J. Curry National Tuberculosis Center CME will not make any agreement with a commercial interest for the distribution of those enduring materials to learners. Francis J. Curry National Tuberculosis Center CME will not make any agreement with a commercial interest to have the commercial interest act as its agent in arranging electronic access to CME activities.
2. Representatives of commercial interests must not act as the agents of Francis J. Curry National Tuberculosis Center in the planning or implementation of CME activities.
3. Representatives of commercial interests providing grants to support a CME activity must sign a Letter of Agreement, thereby agreeing to abide by the ACCME Essentials and Policies and with Francis J. Curry National Tuberculosis Center CME's policies, as stated in the Letter of Agreement.
4. Representatives of commercial interests may attend CME activities, but cannot engage in sales or promotional activities, cannot engage in detailing nor distribute product-promotional materials while in the space or place of the CME activity. They cannot pay directly any planner or faculty honoraria or reimbursement of out-of-pocket expenses, and they cannot provide any other payment to the director of the activity, planning committee members, faculty, joint sponsor, or any others involved with the supported activity.

### Policy on Advertising

Principles: Product-promotion materials or product-specific advertisements of any type are prohibited in or during CME activities. Promotional activities must be kept separate from CME.

1. Printed CME activities: If Francis J. Curry National Tuberculosis Center CME becomes involved in printed CME activities, 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.
2. Computer-based CME activities: 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.
3. Audio and video recorded CME activities: Advertisements and promotional materials will not be included within the CME. There will be no "commercial breaks".
4. Live, face-to-face CME activities: Advertisements and promotional materials cannot be displayed or distributed in the educational space immediately before, during or after a CME activity. Providers cannot allow representatives of commercial interests to engage in sales or promotional activities while in the space or place of the CME activity.
5. Educational materials that are part of a CME activity, such as slides, abstracts and handouts cannot contain any advertising, trade name, or a product-group message.
6. 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

FOR MORE INFORMATION CONTACT

**Menn Biagtan, MD, MPH**; *Conference Secretariat*

British Columbia Lung Association PHONE: 604.731.5864 FAX: 604.731.5810 E-MAIL: [biagtan@bc.lung.ca](mailto:biagtan@bc.lung.ca)