

**Orlando Health
Continuing Medical Education**

**Letter of Agreement for Commercial Support of a
CME Activity**

INTRODUCTION

Orlando Health is accredited by the Accreditation Council for Continuing Medical Education (ACCME) to provide CME for physicians and has a responsibility to ensure that activities it certifies for CME credit meet the Essentials and Standards of the ACCME. An area that is key is compliance with the ACCME's Standards for Commercial Support. These Standards for Commercial Support state that a Letter of Agreement between the accredited provider and the Commercial Interest (grantor) providing funding to support the activity must be signed. The purpose of the Letter of Agreement is to ensure the independence of the accredited provider from control of the commercial interest in the development and conduct of the content of the CME activity and to establish the conditions and terms under which the grant will be processed. The ACCME's Standards for Commercial Support defines Commercial Support as: Financial or in-kind contributions given by a Commercial Interest which is used to pay all or part of the costs of a CME activity. Their definition of Commercial Interest is: Any entity producing, marketing, re-selling, or distributing healthcare goods or services consumed by, or used on, patients.

CONDITIONS

A. Independence

1. This CME activity is for scientific and educational purposes only and will not promote any business interests of the Commercial Interest.
2. Orlando Health is responsible for all decisions regarding the identification of educational needs, determination of educational objectives, selection and presentation of content, selection of educational methods and the evaluation of the activity. The Commercial Interest agrees to make no attempt to direct content of the activity.
3. There will be no "scripting," emphasis, or direction of content by the Commercial Interest.

B. Appropriate Use of Commercial Support

1. Orlando Health will make all decisions regarding the disposition of funds from the Commercial Interest.
2. The Commercial Interest will not require Orlando Health to accept advice or services regarding teachers, authors, participants or other educational matters, including content as conditions of receiving this grant.
3. All commercial support associated with this CME activity must be given with the full knowledge and approval of Orlando Health. No other payment shall be given to the director, the planners, teachers, authors, joint sponsor or any others involved with this activity.
4. Orlando Health will furnish upon request to the Commercial Interest accurate documentation detailing the receipts and expenditures of the grant.

C. Appropriate Management of Commercial Promotion

1. Product-promotion material or product-specific advertisement of any kind is prohibited in or during CME activities.
2. In the case of 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. Commercial Interests are not allowed to engage in sales or promotional activities while in the space or place of the CME activity.

3. The Commercial Interest may not be the agent providing the CME activity to the learners.

D. **Disclosure**

1. Orlando Health will ensure that the source of support from the Commercial Interest, either direct or “in-kind,” is disclosed to the learners in brochures, syllabus, and other activity materials prior to the beginning of the educational activity. Orlando Health will also ensure that disclosure is made prior to the activity of any significant relationship between the Commercial Interest and speakers, moderators, planning committee, and staff.

E. **Objectivity and Balance**

1. Orlando Health will make every effort to ensure that data regarding the Commercial Interest’s products are objectively selected and presented with favorable and unfavorable information and balanced discussion of prevailing information on the product based on scientific evidence.

F. **Limitations on Data**

1. Orlando Health will ensure, to the extent possible, meaningful disclosure of limitations on data, such as ongoing research, interim analyses, preliminary data, or unsupported opinion.

G. **“Off-Label” or Unapproved Uses**

1. Orlando Health will require that presenters disclose when a product is not approved in the U. S. for use under discussion and that information will be disclosed to the audience.

H. **Opportunities for Debate**

1. Orlando Health will ensure there will be opportunities for questioning or scientific debate.

Letter of Agreement for Commercial Support of a CME Activity

This Letter of Agreement between Orlando Health CME Department and _____
(Commercial Interest) contains the purposes, terms and conditions for which an educational grant in support of
CME activities is made.

Title of CME Activity: _____

Location: _____

Commercial Interest: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____ Contact: _____

The above named company wishes to provide support for the named CME activity by means of:

1. Unrestricted educational grant for support of CME activity in amount of \$ _____

2. Restricted grant to reimburse expenses for:

A. Speaker(s) 1. _____ 2. _____

To include: All expenses _____ Travel only _____ Honorarium only _____

B. Support for catering functions (specify): _____

In the amount of \$ _____

C. Other in-kind support (equipment loan, brochure distribution, etc.) _____

This agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings,
or written or oral agreements between the parties with respect to the subject matter of this agreement.

AGREED

Commercial Interest Representative (print name): _____

Signature: _____ Date: _____

Orlando Health CME Representative (print name): _____

Signature: _____ Date: _____