



**Letter of Agreement - PartnerCME Joint Providership Program
 Terms and Conditions of an Educational Grant ("Commercial Support")**

Accredited Organization ("ACS"):	The American College of Surgeons
Joint Providership Partner ("Partner"):	_____
Commercial Company ("Company"):	_____
<u>Regarding the following CME Activity:</u>	
Educational Activity Name: _____	
Date(s) of Activity: _____ City, State (if live meeting): _____	
<u>Commercial Support Company Information:</u>	
Company Contact Name: _____	
Company Address: _____	
Telephone: _____	Email: _____

This grant will provide Commercial Support for the above-named Partner's CME Activity by means of:

- Monetary Educational Grant, in the amount of \$_____.
- Gift In-Kind Grant. Please select type of in-kind support received:
 - Durable Equipment Loan. Please list all equipment below, including model name and quantity. All equipment will be returned at the conclusion of the activity. If additional lines are needed, please provide as a separate addendum.

Equipment Description	MODEL #	QUANTITY
ESTIMATED VALUE (Include approximate rental value, shipping & handling. Do not use replacement value)	\$ _____	

- Disposable Supplies (Non-Biological - i.e. instruments/materials). Please list all disposable items provided, including model name and quantity. If additional lines are needed, please provide as a separate addendum.

Disposable Supplies (Non-Biological) Description	MODEL #	QUANTITY
ESTIMATED VALUE OF DONATION (Replacement value)	\$ _____	

- Animal Parts or Tissue. Please provide a description below. If additional lines are needed, please provide as a separate addendum.

Animal Parts or Tissue Description	QUANTITY
ESTIMATED VALUE (Rental Value)	\$

- Human Parts or Tissue. Please provide a description below. If additional lines are needed, please provide as a separate addendum.

Human Parts or Tissue Description	QUANTITY
ESTIMATED VALUE (Rental Value)	\$

- Facilities/Space. Value (rental fee): \$_____.
- Other In-Kind Support.
- Description: _____
 - Value \$_____

➤ **Funds must be in the form of an educational grant made payable to the Partner.**

➤ **ACS will not accept payment on the Partner’s behalf.**

➤ **No funds from the Company will be paid to the CME Activity director, faculty, learners or others involved with the CME Activity (i.e. honoraria, travel, lodging, etc.)**

Conditions:

➤ **Statement of Purpose**

- This activity is for scientific and educational purposes only. ACS, as an accredited provider, is required by the ACCME Criteria and Standards for Integrity and Independence in Accredited Continuing Education to ensure that the Partner’s program be objective, balanced, and scientifically rigorous.

➤ **Control of Content and CME Activity**

- The ACCME Standards for Integrity and Independence in Accredited Continuing Education require that the Partner conduct the CME Activity independently, and without control or influence by the Company over the program’s planning, content (including the selection of presenters), participants, or execution. The Partner is responsible for full control of content. There will be no “scripting”, emphasis, nor direction of content by the Company nor its agents.

➤ **Required Acknowledgements to Participants**

- The Partner will ensure that participants are made aware of the Commercial Support at the time of the activity. The Partner will require that presenters disclose when the Commercial Support product is considered off-label or investigational. The Partner will ensure, to the extent possible, meaningful disclosure of limitations on relevant Company data (e.g. ongoing research, interim analyses, preliminary data, or supported opinion).

➤ **Promotion**

- The CME Activity will not promote the Company’s products or services, directly nor indirectly. No promotional activities will be permitted in the vicinity before, during, or after the educational activity. No product advertisements will be permitted as part of the educational activity.

➤ **Independence of Providers in the Use of Contributed Funds**

- All funds and other commercial support associated with this CME Activity must be given with the full knowledge and approval of ACS.

➤ **The Partner agrees to:**

- Comply with the ACCME’s Standards for Integrity and Independence in Accredited Continuing Education
- Acknowledge commercial support from the Company in program materials (program and/or on-site signage)
- Provide a reconciliation of the expenditure of the funds to ACS after the educational activity, and upon request, furnish this to the Company as well

➤ **The Company agrees to:**

- Comply with the Standards for Integrity and Independence in Accredited Continuing Education
- Not influence the content of the educational activity
- Acknowledge that there will be no Company promotion as part of the educational activity

Agreed:

For the Commercial Company:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

For the Partner:

Signature: Victoria Ceh _____

Printed Name: _____

Title: _____

Date: _____

For the American College of Surgeons:

Signature: _____

Printed Name: _____

Title: _____

Date: _____