



Letter of Agreement for Commercial Support Regarding Terms, Conditions, and Purposes

_____ (hereinafter referred to as Commercial Interest) wishes to provide support to the American Society of Anesthesiologists (hereinafter referred to as CME Provider) for its continuing medical education activity: _____ (hereinafter referred to as the CME Meeting).

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following.

Commercial Interest agrees to provide support for the aforementioned CME Provider's continuing education activity by means of:

Educational grant in the amount of \$ _____
for general meeting support of (meeting expenses, honoraria, etc)

Gift-in-kind (e.g., equipment loan + the estimated value of equipment)

Equipment or Supplies _____ Estimated Value \$ _____

Equipment or Supplies _____ Estimated Value \$ _____

Equipment or Supplies _____ Estimated Value \$ _____

CME Provider agrees to recognize Commercial Interest for its support of CME Meeting in the meeting program guide, on signage at the CME Meeting and on the CME Provider's website.

OTHER TERMS AND CONDITIONS

- ACCME REQUIREMENTS:** Commercial Interest and CME Provider agree to abide by all requirements of the Accreditation Council for Continuing Medical Education (ACCME) *Standards for Commercial Support of Continuing Medical Education*.
- PAYMENT OF EDUCATIONAL GRANT:** Commercial Interest shall provide Commercial Support in the amount set forth above to the CME Provider promptly upon execution of this Agreement. The CME Provider shall make all decisions regarding the disposition and disbursement of those funds.
- PROVISION OF GIFTS-IN-KIND:** Commercial Interest shall transport to CME Provider any gifts-in-kind that Commercial Interest has agreed to furnish to CME Provider for use at the CME Meeting. Commercial Interest shall pay a labor charge for material/equipment handling at the event of \$ _____ per man/per hour with a 1 hour minimum.
- PURPOSE OF CME MEETING:** The CME Meeting is for scientific and educational purposes only and will not promote any specific proprietary business interest of the Commercial Interest.
- INDEPENDENCE AND CONTROL OF CONTENT:** CME Provider is responsible for all decisions regarding the identification of educational needs, determination of learning objectives, selection and presentation of content, selection of all persons and organizations that will be in a position to control the content of the CME Meeting, selection of education methods, selection of target audience, evaluation of the activity, and marketing of the activity. The Commercial Interest will not require CME Provider to accept advice or services concerning teachers, authors, or participants or other education matters, including content, as conditions of receiving this support.

6. **APPROPRIATE USE OF COMMERCIAL SUPPORT:** All commercial support associated with the CME Meeting will be given with the full knowledge and approval of the Accredited Provider. No other payments shall be given to the director of the activity, planning committee members, teachers or authors, educational partner(s) or any others involved with the CME Meeting. The funds provided under this Letter of Agreement are not intended to defray or pay any costs for exhibit space.
7. **ANCILLARY PROMOTIONAL ACTIVITIES:** Product-promotion material or product-specific advertisement of any type is prohibited under this Letter of Agreement for Commercial Support. For example, Commercial Interest may not display or distribute promotional materials or engage in sales or promotional activities at the CME Meeting under this Letter of Agreement for Commercial Support. Commercial Interest may not be the agent providing the CME Meeting to the learners.
8. **DISCLOSURE OF FINANCIAL RELATIONSHIPS:** CME Provider will ensure that the source of support from the Commercial Interest, either direct or "in-kind," is disclosed to the participants, in activity brochures, syllabi, and/or other activity materials, and at the time of the CME Meeting. This disclosure will not include the use of a trade name or a product-group message. The acknowledgment of commercial support may state the name, mission, and clinical involvement of the company or institution and may include corporate logos.
9. **OBJECTIVITY AND BALANCE:** CME Provider will make every effort to ensure that all presentations give a balanced view of therapeutic options with meaningful disclosure of limitations on data, e.g., ongoing research, interim analysis, preliminary data, or unsupported opinion and ensure meaningful opportunities for questioning or scientific debate. CME Provider will inform presenters that they are required to disclose when a product is considered off-label or investigational.
10. **RECEIPT FOR AND USE OF COMMERCIAL SUPPORT:** CME Provider will, upon request, furnish Commercial Interest with documentation detailing the receipt and expenditure of the Commercial Support. CME Provider agrees that the commercial support will be used only for the support of the CME Meeting, and if requested, shall return to the Commercial Interest any funds that are not used for that purpose.
11. **LICENSE TO USE COMMERCIAL INTEREST'S LOGO AND NAME:** Commercial Interest hereby grants CME Provider a limited, revocable, non-exclusive license to use the name and, if needed, the logo of Commercial Interest solely to identify Commercial Interest as a supporter of CME Provider's meeting.
12. **NOTICES:** All notices pertaining to this Letter of Agreement shall be in writing and shall be served by sending to either party a letter duly addressed and certified by register mail to the following address or such other address as a party may from time-to-time designate:

To the Commercial Interest:

To the CME Provider:

Georgia Society of Anesthesiologists
1231 Collier Rd., Suite J, Atlanta, GA 30318

IN WITNESS WHEREOF, the undersigned, hereby certifying that they are authorized to do so, have executed this Letter of Agreement on behalf of the parties on the dates indicated below.

By: _____ Date: _____

Diane Gambill, Ph.D.
ASA Chief Learning Officer

By: _____ Date: _____