



American Society of Anesthesiologists™

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

Insert Company Name(hereinafter referred to as Commercial Interest) wishes to provide support to the American Society of Anesthesiologists (hereinafter referred to as CME Provider) and Insert Joint Providership Name (hereinafter referred to as Joint Provider) for the continuing medical education activity entitled:
Enter Activity Title(hereinafter referred to as the CME educational activity).

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 and Joint Providers' CME educational 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, donation of medical texts, donation of disposable supplies). Please describe type and quantity:

OTHER TERMS AND CONDITIONS

- ACCME REQUIREMENTS:** Commercial Interest, CME Provider and Joint 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 and Joint Provider shall make all decisions regarding the disposition and disbursement of those funds.
- PROVISION OF GIFTS-IN-KIND:** Commercial Interest shall transport to Joint Provider any gifts-in-kind that Commercial Interest has agreed to furnish to Joint Provider for use at the CME educational activity and shall be responsible for any associated fees (e.g. venue labor charge for material handling at the event).
- PURPOSE OF CME EDUCATIONAL ACTIVITY:** The CME educational activity 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 and Joint Provider are 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 educational activity, 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 or Joint Provider to accept advice or services concerning teachers, authors, or participants or other education matters, including content, as conditions of receiving this support.
- APPROPRIATE USE OF COMMERCIAL SUPPORT:** All commercial support associated with the CME educational activity will be given with the full knowledge and approval of the CME Provider and Joint 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 educational activity. 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 educational activity under this Letter of Agreement for Commercial Support. Commercial Interest may not be the agent providing the CME educational activity to the learners.
8. **DISCLOSURE OF FINANCIAL RELATIONSHIPS:** CME Provider and Joint 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 educational activity. This disclosure will not include the use of a corporate logo, trade name or a product-group message. The acknowledgment of commercial support may state the name, mission, and clinical involvement of the Commercial Interest. CME Provider and Joint Provider will also ensure disclosure at the time of the activity of any relevant relationship (e.g. grant recipient) between the Commercial Interest and CME Provider or any individual speakers, moderators or others in control of content.
9. **OBJECTIVITY AND BALANCE:** CME Provider and Joint 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 and Joint 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:** Joint Provider will, upon request, furnish Commercial Interest with documentation detailing the receipt and expenditure of the Commercial Support. CME Provider and Joint Provider agree that the commercial support will be used only for the support of the CME educational activity, and if requested, shall return to the Commercial Interest any funds that are not used for that purpose.
11. **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:

(Insert Name of Representative)
(Insert Name of Company and Address)

To the CME Provider:

Susan Carlson, Chief Learning Officer
American Society of Anesthesiologists (ASA)
1061 American Lane, Schaumburg, IL 60173

To the Joint Provider:

(Insert Name of Representative)
(Insert Name of Company and Address)

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: _____
Susan Carlson
ASA Chief Learning Officer

By: _____ Date: _____
(Name of Commercial Interest Representative)
(Insert Title of Commercial Interest Representative)

By: _____ Date: _____
(Name of Joint Provider Representative)
(Insert Title of Joint Provider Representative)