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**LETTER OF AGREEMENT FOR COMMERCIAL SUPPORT**

**The University at Buffalo Jacobs School of Medicine and Biomedical Sciences** (the **“Accredited Provider”**) is committed to presenting continuing medical education (**“CME”**) activities that promote improvements or quality in healthcare and are independent of the control of commercial interests. As part of this commitment, the Accredited Provider has outlined in this written letter of agreement the terms, conditions, and purposes of commercial support for the CME activity delineated below.

**CME Activity**

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| --- |
| Title: |
| Date: |
| Location: |

**Organizer**

|  |
| --- |
| Organization/Department/Unit: |
| Activity Director: |
| Phone: |

**Commercial Interest providing support for this activity**

|  |
| --- |
| Company or Funding Organization Name: |
| The above named company is providing educational support in the form of an  **educational grant in the amount of $** \_\_\_\_\_\_\_\_\_\_\_ . |
| In-kind Support (describe): |

*"No other funds from a commercial source shall be paid to the director of the activity, faculty or others involved with the supported activity." (ACCME Standards SCS 5a)*

**Into which organizational account will funds be deposited?**

|  |
| --- |
|  |

**ACCME and UB**

**Terms, Conditions, and Purposes**

1. This activity is for scientific and educational purposes only and will not promote any specific proprietary business interest of the Commercial Interest.

2. The Accredited 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, selection of education methods, and the evaluation of the activity.

3. The Commercial Interest will not require the Accredited Provider to accept advice or services concerning teachers, authors, or participants or other education matters, including content, as conditions of receiving this grant.

4. All commercial support associated with this activity 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 supported activity.

5. The Commercial Interest shall provide Commercial Support in the amount set forth above to the Accredited Provider promptly upon execution of this Agreement. The Accredited Provider will make all decisions regarding the disposition and disbursement of those funds.

6. The Accredited 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, or other activity materials, and at the time of the activity. 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 and slogans, if they are not product promotional in nature.

7. Product-promotion material or product-specific advertisement of any type is prohibited in the same room before, during, or after the CME activity. The juxtaposition of editorial and advertising material on the same products or subjects is not allowed. Live or enduring promotional activities must be kept separate from the CME activity. Promotional materials cannot be displayed or distributed in the education space immediately before, during, or after the CME activity. Commercial Interest may not engage in sales or promotional activities while in the space or place of the CME activity.

8. The funds provided under this grant are not intended to defray or pay any costs for exhibit space.

9. The Accredited Provider will, upon request, furnish the Commercial Interest with documentation detailing the receipt and expenditure of the Commercial Support.

The Commercial Interest and the Accredited Provider agree to abide by all requirements of the Accreditation Council for Continuing Medical Education (ACCME) ***Standards for Commercial Support of Continuing Medical Education***.

*i The ACCME defines a Commercial Interest as any entity producing, marketing, re-selling, or distributing health care goods or services, consumed by, or used on, patients. The ACCME does not consider providers of clinical service directly to patients to be commercial interests. For more information, visit www.accme.org.*

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**Commercial Interest Representative Date**

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**Activity Director Date**

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**UB CME Director Date**

**ACCME Policy 99-A-14:**  "The accredited sponsor may delegate responsibility for receiving and disbursing funds from educational grants to an educational partner. However, the letter of agreement regarding the grant must be between the accredited provider and the commercial supporter and the accredited provider must maintain and be able to produce as documentation a full accounting of the funds." The designated agent for the ACCME accredited sponsor is the UB CME Office.

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