

LETTER OF AGREEMENT

Regarding Terms, Conditions and Purposes of an Educational Grant in support of a CME-certified activity.

Between The Methodist Hospital System (the Sponsor) and _____ (the Commercial Supporter).	
CME Activity Title:	
Location:	Date(s):
Commercial Supporter:	
Address:	
City, ST Zip:	
Contact Name:	Email:
Telephone:	Fax:

The Commercial Supporter wishes to provide support for the named continuing medical education activity by the following means: <input type="checkbox"/> Educational Grant Amount: <input type="checkbox"/> In-Kind Donation:
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CONDITIONS

- Statement of Purpose:** The Program is for scientific and educational purposes only and will not promote the Commercial Supporter's products, directly or indirectly.
- Control of Content & Selection of Presenters & Moderators:** The Methodist Hospital System Course Director is responsible for control of content and selection of presenters and moderators. The Commercial Supporter agrees not to direct the content of the program.
- Disclosure of Financial Relationships:** TMHS Course Directors will ensure meaningful disclosure to the audience, at the time of the program, of (a) Commercial Supporter funding; and (b) any significant relationship between TMHS and the Commercial Supporter (e.g., grant recipient) or between individual speakers or moderators and the Commercial Supporter.
- Involvement in Content:** There will be no "scripting," emphasis, or direction of content by the Commercial Supporter or its agents.
- Ancillary Promotional Activities:** No promotional activities will be permitted in the same room or obligate path as the educational activity. No product advertisements will be permitted in the program room.
- Objectivity and Balance:** TMHS Course Directors will make every effort to ensure that data regarding the Commercial Supporter's products (or competing products) are objectively selected and presented, with favorable and unfavorable information and balanced discussion of prevailing information on the product(s) and/or alternative treatments. Generic names for products will be used predominantly on presentations and discussions.

7. **Limitations on Data:** TMHS Course Director will ensure, to the extent possible, meaningful disclosure of limitations on data, e.g., ongoing research, interim analyses, preliminary data, or unsupported opinion.
8. **Discussion of Unapproved Uses:** Sponsor will require that presenters disclose when a product is not approved in the United States for the use under discussion.
9. **Opportunities for Debate:** Sponsor will ensure meaningful disclosure and discussion when a product is not approved in the United States for the use under discussion.
10. **Independence of TMHS in the use of Contributed Funds:**
 - a. Funds should be in the form of an educational grant made payable to "TMHS--CME" (the accredited sponsor).
 - b. All other support associated with this CME activity (e.g., distributing brochures, preparing slides, etc.) must be given with the full knowledge and approval of TMHS (accredited sponsor).
 - c. No other funds from the commercial Commercial Supporter will be paid to the Program Director, faculty, or others involved with the CME activity (additional honoraria, extra social events, etc.).
11. **No Relationship to Any Other Business Agreement:** This request, as well as the making or acceptance of the grant by the Commercial Supporter, has and will not be conditioned on or related, in any way, to: (a) any pre-existing or future business relationship with the Commercial Supporter; or (b) any business or other decision the Sponsor has or may make, relating to the Commercial Supporter or its products (including coverage or formulary status decisions.)
12. **Effect of Other Agreements:** The Sponsor agrees that the terms of this Agreement supersede any other agreements or understandings, whether written or verbal, related to Commercial Supporter's support of the proposed educational program and the conduct of the program.

The undersigned hereby certify to the representations set forth herein and agree to abide by all requirements of:

1. ACCME: *Standards for Commercial Support of Continuing Medical Education*
2. The Office of the Inspector General: *Compliance Program Guidance for Pharmaceutical Manufacturers*
3. PhRMA: *Code on Interactions with Healthcare Professionals*
4. FDA: *Guidance for Industry Supported Scientific and Educational Activities*
5. AMA: *Guidelines on Gifts to Physicians from Industry*

AGREED

For the Commercial Supporter

Name:

Signature:

Date:

For the Sponsor

Course Director:

Signature:

Date:

Chief Academic Officer/
Chief Medical Officer:

Signature:

Date: