

MedChi, The Maryland State Medical Society
LETTER OF AGREEMENT
Regarding Terms and Conditions for
the Commercial Support of a Continuing Medical Education Activity

Between: **MedChi, The Maryland State Medical Society** and _____ (hereinafter, "Supporter")

Title of CME Activity _____

Location _____ Date _____

Commercial Supporter (Supporter Name/Branch) _____

Address: _____

City, State, Zip Code: _____

Telephone, Fax, Contact Person: _____

The above-named Supporter wishes to provide support for the named continuing medical education activity by means of an unrestricted educational grant for the support of CME in the amount of \$ _____.

TERMS AND CONDITIONS

1. **Statement of Purpose:** The activity is for scientific and educational purposes only and will not promote the Supporter's products or those of its affiliates, directly or indirectly.
2. **Control of Content and Selection of Presenters and Moderators:** MedChi, the Maryland State Medical Society is responsible for making the following decisions free of the control of a commercial interest: (a) Identification of CME needs; (b) Determination of educational objectives; (c) Selection and presentation of content; (d) Selection of all persons and organizations that will be in a position to control the content of the CME; (e) Selection of educational methods; and (f) Evaluation of the activity.
3. **Disclosure of Financial Relationships:** MedChi will ensure written disclosure to the audience of (a) the name of the individual, (b) the name of the commercial interest(s), and (c) the nature of the relationship the person has with each commercial interest. For an individual with no relevant financial relationship(s), the learners will be informed that no such relevant relationship exists.
4. **Involvement in Content:** The Supporter will not direct the content of the activity, influence MedChi, its educational partner(s) or activity presenter(s) with regard to content, "script", target points for emphasis, or otherwise engage in methods that are designed to influence the content of the activity.
5. **Ancillary Promotional Activities:** No promotional activities will be permitted in the same room or obligate path as the educational activity. No product advertisement will be permitted in the activity room.

6. **Objectivity and Balance:** MedChi will make every effort to ensure that any discussion of products or devices, including but not limited to the Supporter and the products of its affiliates, as well as any discussion of medical information, is objectively selected and presented. Such a balanced discussion shall include information both favorable and unfavorable and include prevailing information on product(s) and/or alternative treatments. Evidence-based recommendations should be used whenever possible in such a discussion. The use of generic names contributes to the objectivity of the activity; if trade names are used, multiple names from several companies should be used where available.
7. **Limitation of Data:** MedChi will make every reasonable effort to ensure the quality and scientific integrity of the activity's content and to ensure that presentations provide objective information that is based on scientific methods generally accepted in the medical community. MedChi will ensure, to the extent possible, disclosure of limitations of data, e.g. ongoing research, interim analyses, preliminary data, and/or unsupported opinions.
8. **Discussion of Unapproved Data:** MedChi will require that a presenter disclose when a product is not approved in the United States for the use under discussion.
9. **Opportunities for Debate:** MedChi will ensure opportunities for questioning and scientific debate.
10. **Independence of MedChi in the use of Contributed Funds:**
 - a) Funds should be in the form of an educational grant payable to MedChi, the Maryland State Medical Society.
 - b) All other support associated with this CME activity (e.g. distributing brochures, preparing slides) must be given with full knowledge and approval of MedChi.
 - c) No other funds from the Supporter will be paid directly or indirectly to the program director, faculty, attendees or others involved with the CME activity (additional honoraria, extra social events, etc.)
11. **Standards:**

The Supporter agrees to abide with the above conditions and all the requirements of the ACCME's *Standards for Commercial Support of Continuing Medical Education* (attached)*, the current Food and Drug Administration *Policy Statement on Industry Supported Scientific and Educational Activities*, and all applicable laws and regulations.

When applicable, only meals consistent with the American Medical Association Report of the Council of Ethics and Judicial Affairs concerning gifts to physicians from industry and the Pharmaceutical Research and Manufacturers of America (PhRMA) *Code on Interactions with Healthcare Professionals* (PhRMA Code) will be provided to activity participants.

No other funds from the Supporter will be paid to any activity faculty, presenters, or others involved with any component of the activity (additional honoraria, extra social events, transportation or lodging, gifts, prizes, tokens, etc.) The Supporter will not use funds to pay for non-faculty attendee's travel, lodging registration fees, or personal expenses associated with any component of the activity.

*MedChi endorses and agrees to (a) abide by the ACCME's Standards for Commercial Support of Continuing Medical Education, (b) acknowledge educational support from the Supporter in program brochures, syllabi and other program materials, and (c) upon request, furnish the Supporter with a report concerning the expenditure of the funds provided.
12. **Governing Law:** This Agreement shall be governed by the laws of the State of Maryland, U.S.A., without respect to its conflict of laws provisions, and the parties hereby submit to the jurisdiction of the Maryland courts, both state and federal.

- 13. **Amendments:** No modification to this Agreement shall be effective unless made in writing and signed by a duly authorized representative of each party
- 14. **Warranties:** The parties warrant and represent that they have the right to enter into this Agreement. The Supporter and MedChi further warrant and represent that the terms of this Agreement are not inconsistent with other contractual obligations, expressed or implied, which they may have.
- 15. **Entire Agreement:** This Agreement constitutes the entire Agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the parties (whether written or oral) relating to said subject matter.

AGREED

The parties, intending to be bound by the terms and conditions of this Agreement, have caused this Agreement to be signed by their duly authorized representatives.

Commercial Supporter (company name): _____

✍ Commercial Supporter Representative (name & title): _____

Signature _____ Date _____

Medical Education Partner (company name): _____

✍ Medical Education Partner Representative (name & title): _____

Signature _____ Date _____

MedChi, The Maryland State Medical Society

✍ MedChi, the Maryland State Medical Society (name & title): **Gene Ransom, III, CEO**

Signature _____ Date _____

This document is not an agreement or contract until fully executed by *all parties*.