

Case 5: Loaded LOA

The below Letter of Agreement (LOA) is a template form to be reviewed for compliance. One compliance issue must be identified.

WRITTEN AGREEMENT FOR COMMERCIAL SUPPORT OF CONTINUING MEDICAL EDUCATION

This written agreement outlines the terms, conditions, and purposes of commercial support for CME activity detailed below. Commercial Support is defined as financial, or in-kind, contributions given by a commercial interest, which is used to pay all or part of the costs of a CME activity.

Title of CME Activity	
Activity Location	Activity Date
Name of Commercial Interest	
Name of Accredited Provider	
Name of Education Partner (if applicable)	

TERMS, CONDITIONS, AND PURPOSES

Independence

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 educational 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.

Appropriate Use of Commercial Support

3. The Accredited Provider will make all decisions regarding the commercial support from the Commercial Interest.
4. 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.
5. 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, joint sponsor, or any others involved with the supported activity.
6. The Accredited Provider will upon request, furnish the Commercial Interest documentation detailing the receipt and expenditure of the commercial support.

Commercial Promotion

7. Product-promotion material or product-specific advertisement of any type is prohibited in or during 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 a CME activity. Commercial Interests may not engage in sales or promotional activities while in the space or place of the CME activity.
8. The Commercial Interest may not be the agent providing the CME activity to the learners.

Disclosure

9. 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 program brochures, syllabi, and other program materials, and at the time of the activity, including the nature of the "in-kind" support. This disclosure will not include logos, the use of a trade name or a product-group message.

The Commercial Interest and 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* (appended).

Name of Accredited Provider

Tax ID Number
Contact Person
Phone Number

Email Address
Fax Number

Educational Partner (if applicable)

Contact Person
Phone Number
Tax ID Number

Email Address
Fax Number

Name of Commercial Interest

Address
City, State, Zip
Contact Person
Phone Number

Email Address
Fax Number

AGREED BY AUTHORIZED REPRESENTATIVES

Commercial Interest:

Signature and Date

Print Name

Title

Accredited Provider:

Signature and Date

Print Name

Title

Educational Partner: (If applicable)

Signature and Date

Print Name

Title