

WRITTEN AGREEMENT FOR COMMERCIAL SUPPORT

**Saint Louis University, through its School of Medicine (“Accredited Provider”), is committed to presenting continuing medical education (“CME”) activities that promote improvements or quality in health care and are independent of the control of commercial interests. As part of this commitment, Saint Louis University School of Medicine (“SLU SOM”) has outlined in this written agreement the terms, conditions, and purposes of Commercial Support for its CME activities. Commercial Support is defined as financial, or in-kind, contributions given by a Commercial Interest[[1]](#footnote-1), which is used to pay all or part of the costs of a CME Activity.**

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| **Title of CME Activity** | |  | | |
| Activity Location |  | | Activity Date |  |
|  |  | |  |  |
| **Name of Commercial Interest** | |  | | |
|  | |  | | |
| **Amount of Unrestricted Educational Grant**  (direct or in-kind) | | $\_\_\_\_\_\_\_\_\_\_ **USD**  Description of in-kind support and dollar amount if applicable  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
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| **Amount of Restricted Education Grant $\_\_\_\_\_\_\_\_\_\_\_\_USD**  **Description of restricted use of the grant**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | | | |

**Terms, Conditions, and Purposes**

1. The CME activity described above (the “CME Activity”) is for scientific and educational purposes only and will not directly or indirectly promote any specific proprietary business interest, including products, of the Commercial Interest.
2. The Accredited Provider is solely 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 Activity, selection of education methods, and the evaluation of the CME Activity.
3. Commercial Support2 in the form of an educational grant shall be made payable to **Saint Louis University, Federal ID #43-0654872**. All other support associated with this CME activity (e.g., distributing brochures, preparing slides) must be given with the full knowledge and approval of Accredited Provider. No other payments from the Commercial Interest shall be given to the director of the CME Activity, planning committee members, teachers or authors, joint sponsor, or any others involved with the CME Activity (additional honoraria, extra social events, etc.).
4. The Commercial Interest shall 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 the Commercial Support. There will be no “scripting”, emphasis, or direction of content by the Commercial Interest or its agents.
5. The Accredited Provider will make all decisions regarding the disposition and disbursement of the Commercial Support received from the Commercial Interest.
6. The Commercial Support will not be used to subsidize recreational events or entertainment, travel or lodging or other personal expenses of CME Activity attendees (other than presenters or moderators), extravagant meals or receptions that are not incidental to the scientific and educational purposes of the CME Activity.
7. The Accredited Provider will upon request, furnish the Commercial Interest documentation detailing the receipt and expenditure of the Commercial Support. Notwithstanding the foregoing, to the extent total funding from commercial and other supporters for the CME Activity exceeds expenses for such CME Activity, Commercial Interest agrees that remaining funds may be used by Accredited Provider for future continuing medical education activities.
8. 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 CME Activity space or obligate path immediately before, during or after the CME Activity. The Commercial Interest may not engage in sales or promotional activities while in the CME Activity space or place of the CME Activity.
9. The Commercial Interest may not be the agent providing the CME Activity to the CME Activity attendees.
10. The Accredited Provider will make every effort to ensure that data regarding the Commercial Interest’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.
11. The Accredited Provider will ensure, to the extent possible, meaningful disclosure of limitations on data (e.g., ongoing research, interim analyses, preliminary data, or unsupported opinion).
12. The Accredited Provider will require that presenters disclose when a product is not approved in the United States for the use under discussion.
13. The Accredited Provider will ensure meaningful opportunities for questioning or scientific debate during the CME Activity.
14. The Accredited Provider will ensure that the Commercial Support provided by the Commercial Interest, either direct or “in-kind,” is disclosed to the CME Activity attendees, in program brochures, syllabi, and other program materials, and at the time of the CME 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 Commercial Interest and may include corporate logos and slogans, but only if such statements are not product promotional in nature.
15. The Accredited Provider will ensure that any significant relationship between the Commercial Interest and the Accredited Provider or between individual presenters or moderators and the Commercial Interest is disclosed to the CME Activity attendees.
16. The Accredited Provider is an equal opportunity/affirmative action employer.  As part of its affirmative action policies and obligations, the Accredited Provider is subject to and will comply with the provisions governing federal contractors as set forth in 41 CFR § 60-1.4(a), 41 C.F.R. § 60-250.5(a); 41 C.F.R. § 60-300.5(a); and 41 C.F.R. § 60-741.5(a), and these regulations are hereby incorporated into this Agreement by reference.

**ACCME Standards for Commercial SupportSM**

The Commercial Interest and the Accredited Provider shall abide by all requirements of the *ACCME Standards for Commercial SupportSM*. The *ACCME Standards for Commercial SupportSM* are posted on the SLU SOM CME website at <http://medschool.slu.edu/cme> (click on “Forms”) as referenced on the ACCME website at <http://www.accme.org>

**6. Information**

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| **Name of Accredited Provider** | | **Saint Louis University** | | |
| Tax ID Number | | **43-0654872** | | |
| Contact Person | Tammi Mooshegian | | Email Address | cme@slu.edu |
| Phone Number | 314-977-7401 | | Fax Number | 314-977-4533 |
| Mailing Address | CME Office  3839 Lindell Blvd  St. Louis, MO 63108 | |  |  |
| **Educational Partner (if applicable)** | |  | | |
| Contact Person |  | | Email Address |  |
| Phone Number |  | | Fax Number |  |
| Tax ID Number |  | |  |  |
|  |  | |  |  |
| **Name of Commercial Interest** | |  | | |
| Address | |  | | |
| City, State, Zip | |  | | |
| Contact Person |  | | Email Address |  |
| Phone Number |  | | Fax Number |  |

Agreed and acknowledged by Commercial Interest and the Accredited Provider.

**Commercial Interest Accredited Provider**

By: By:

Signature Signature

L. James Willmore, M.D.

Print Name Associate Dean, Saint Louis University School of Medicine

Title Date

Date

**Educational Partner (If applicable)**

By:

Signature

Print Name

Title

Date

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| --- | --- |
| **Title of CME Activity** |  |
| **Activity Date:** |  |

Payment for Exhibit Space is not included in the Commercial Support.

Please complete an “EXHIBIT SPACE APPLICATION AND CONTRACT” as applicable.

1. The Accreditation Council for Continuing Medical Education (“ACCME”) defines a Commercial Interest, “A **commercial interest** is any entity producing, marketing, re-selling, or distributing health care goods or services consumed by, or used on, patients.  (<http://www.accme.org>) [↑](#footnote-ref-1)