

LETTER OF AGREEMENT FOR COMMERCIAL SUPPORT

This letter regards the terms, conditions, and purposes of an agreement between the **American Society of Plastic Surgeons (ASPS)**, the Accredited Provider, and _____ the Commercial Supporter/Commercial Interest¹.

Title of Activity:

Location of activity:

Date(s):

Commercial Supporter (company name):

Business Address:

Contact Person:

Phone/Fax:

The above company agrees to provide support for the named continuing medical education activity by means of (*check all that apply*)

Monetary support for the activity in the amount of: \$ _____

In-kind contribution (describe service/product/device/equipment) given or loaned, OR indicate if N/A): _____

Terms, Conditions, and Purposes

1. **Statement of Purpose:** program is for scientific and educational purposes only and will not directly or indirectly promote any specific proprietary interest of the commercial supporter.
2. **Control of Content and Selection of Presenters & Moderators:** the Accredited Provider is independently 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, selection of educational methods, and the evaluation of the activity.
3. **Acknowledgement of Commercial Support and Disclosure of Financial Relationships:** the Accredited Provider will ensure that
 - a) the source of support from the Commercial Interest, either direct or in-kind, is disclosed to the participants in program materials and at the time of the activity;
 - b) any relevant financial relationships of those with control of content will be disclosed to learners prior to the beginning of the activity.
 - c) disclosures will not include the use of a trade name or a product group message.
4. **Appropriate Use of Commercial Support:** funds should be in the form of an grant made payable to the **Joint Sponsor**, _____. Also,
 - a) the Accredited Provider will make all decisions regarding the disposition and disbursement of the funds from the Commercial Interest;
 - b) the Commercial Interest may request a report of how the funds were used, following the activity;
 - c) 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;
 - d) all commercial support associated with this activity will be given with the full knowledge and approval of the Accredited Provider;
 - e) 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.
5. **Commercial Promotion:** Product-promotion material or product-specific advertisement of any type is prohibited in or during the activity. Specifically,
 - a) the juxtaposition of editorial and advertising material on the same products or subjects is not allowed;
 - b) live or enduring promotional activities must be kept separate from the activity;
 - c) promotional materials cannot be displayed or distributed in the education space immediately before, during or after the activity;
 - d) commercial Interests may not engage in sales or promotional activities while in the space or place of the activity.

6. **Objectivity and Balance:** The content or format of the activity or its related materials must promote improvements or quality in healthcare and not a specific proprietary business interest of a commercial interest. Presentations must give a balanced view of therapeutic options.
7. **Limitations of Data:** the Accredited Provider will ensure, to the extent possible, disclosure of limitations of data, e.g., ongoing research, interim analysis, or preliminary data.
8. **Discussion of Unapproved Uses:** the Accredited Provider will require that presenters disclose when a product is not approved in the United States for the use under discussion.
9. **Opportunities for Debate:** the Accredited Provider will ensure opportunities for interactive discussion, questioning and scientific debate.

To ensure independence in the activity, the **Commercial Supporter** and **ASPS** agree to abide by all requirements of the **ACCME Standards for Commercial SupportSM**.

Please note that this agreement **MUST** be signed **prior** to the activity with allowance of adequate time to place the acknowledgment of commercial support on program materials.

AGREED BY AUTHORIZED REPRESENTATIVES

Commercial Supporter:

Authorized Signature Date

Print Name

Title

Organization

Accredited Provider (ASPS):

Authorized Signature Date

Melanie Stanton
Print Name

Accreditation Manager
Title

American Society of Plastic Surgeons
Organization

Joint Sponsor _____:

Authorized Signature Date

Print Name

Title

Organization

Address

City, State Zip Code

¹ The ACCME defines a 'commercial interest' as any entity producing, marketing, re-selling, distributing health care goods or services, consumed by, or used on, patients. [Exemptions: eligible non-profit or government organizations and non-health care related companies.] The ACCME does not consider providers of clinical service directly to patients to be commercial interests. (2007)

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