WRITTEN AGREEMENT FOR COMMERCIAL SUPPORT AND EXHIBITORS

Weill Cornell Medical College is committed to presenting CME activities that promote improvements or quality in healthcare and are independent of the control of ineligible companies. As part of this commitment, Weill Cornell Medical College 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 ineligible company, which is used to pay all or part of the costs of a CME activity. **An ineligible company is any entity whose primary business is producing, marketing, selling, re-selling, or distributing healthcare products used by or on patients.**

|  |  |
| --- | --- |
| **Activity Title** |  |
| **Activity Date** |  |
| **Activity Location** |  |
| **Name of Ineligible Company****(Commercial Supporter/Exhibitor)** |  |
| **Type of Support *(check one)*** | [ ]  **Education Grant (direct)** **Amount of Education Grant:**      | [ ]  **Education Grant (In-kind)** **Nature & quantity of each In-kind Support:**       | [ ]  **Exhibitor****Amount of Exhibitor Fee:**      |
| **Grant will be used for the following:** | [ ]  **Speaker Honoraria**[ ]  **Speaker Expenses**[ ]  **Meeting Expenses**[ ]  **Other (list)**  |

**Terms, Conditions, and Purposes**

# Independence

This activity is for scientific and educational purposes only and will not promote any specific proprietary business interest of the Ineligible Company. 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.

**Standard 1: Ensure Content is Valid**

The Accredited Provider ensures that this accredited continuing education is fair and balanced and that any clinical content presented supports safe, effective patient care. All recommendations for patient care are based on current science, evidence, and clinical reasoning, while giving a fair and balanced view of diagnostic and therapeutic options. All scientific research referred to, reported, or used in support or justification of a patient care recommendation conforms to the generally accepted standards of experimental design, data collection, analysis, and interpretation.

**Standard 2: Prevent Commercial Bias and Marketing in Accredited Continuing Education**

The Accredited Provider ensures that all decisions related to the planning, faculty selection, delivery, and evaluation of accredited education are made without any influence or involvement from the owners and employees of an ineligible company. The accredited education will be free of marketing or sales of products or services. Faculty will not actively promote or sell products or services that serve their professional or financial interests during accredited education. The Accredited Provider will not share the names or contact information of learners with any ineligible company or its agents without the explicit consent of the individual learner.

**Standard 3: Identify, Mitigate, and Disclose Relevant Financial Relationship**

The Accredited Provider will identify relevant financial relationships between individuals in control of educational content and ineligible companies and manage these to ensure they do not introduce commercial bias into the education. Financial relationships of any dollar amount are defined as relevant if the educational content is related to the business lines or products of the ineligible company.

**Standard 4: Manage Commercial Support Appropriately**

The Accredited Provider will ensure that the education remains independent of the ineligible company and that the support does not result in commercial bias or commercial influence in the education.

The Accredited Provider will make all decisions regarding the receipt and disbursement of the commercial support. The

Accredited Provider will, upon request, furnish the Ineligible Company with documentation detailing the receipt and

expenditure of the commercial support.

The Accredited Provider will disclose to the learners the name(s) of the ineligible company(ies) that gave the commercial support,

and the nature of the support if it was in-kind, prior to the learners engaging in the education. Disclosure will not include the

ineligible companies’ corporate or product logos, trade names, or product group messages.

The Ineligible Company 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.

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 provider, or any others involved with the supported activity.

The Ineligible Company may not be the agent providing the CME activity to the learners.

**FOR EXHIBITORS:**

This activity is CME certified, therefore, I agree to the following Accreditation Council for Continuing Medical Education (ACCME) ***Standards for Integrity and Independence in Accredited Continuing Education***

**STANDARD 5. Manage Ancilliary Activities Offered in Conjunction with Accredited Continuing Education**

The Accredited will ensure that education is separate from marketing by ineligible companies—including advertising, sales, exhibits, and promotion—and from nonaccredited education offered in conjunction with accredited continuing education.

1. Arrangements to allow ineligible companies to market or exhibit in association with accredited education will not:

a. Influence any decisions related to the planning, delivery, and evaluation of the education.

b. Interfere with the presentation of the education.

c. Be a condition of the provision of financial or in-kind support from ineligible companies for the education.

2. The accredited provider will ensure that learners can easily distinguish between accredited education and other activities.

a. Live continuing education activities: Marketing, exhibits, and nonaccredited education developed by or with

 influence from an ineligible company or with planners or faculty with unmitigated financial relationships will not

 occur in the educational space within 30 minutes before or after the accredited education activity. Activities that are

 part of the event but are not accredited for continuing education will be clearly labeled and communicated as such.

b. Print, online, or digital continuing education activities: Learners will not be presented with marketing while

 engaging in the accredited education activity. Learners will be able to engage with the accredited education without

 having to click through, watch, listen to, or be presented with product promotion or product-specific advertisement.

c. Educational materials that are part of the accredited education (such as slides, abstracts, handouts, evaluation

 mechanisms, or disclosure information) will not contain any marketing produced by or for the ineligible company,

 including corporate or product logos, trade names, or product group messages.

d. Information distributed about the accredited education that does not include educational content, such as schedules

 and logistical information, may include marketing by or for an ineligible company.

3. Ineligible companies may not provide access to, or distribute, accredited education to learners.

The Ineligible Company (Commercial Supporter/Exhibitor), Weill Cornell Medical College and educational partner (if applicable), agree to abide by all requirements of the Accreditation Council for Continuing Medical Education (ACCME) ***Standards for Integrity and Independence in Accredited Continuing Education*** (appended).

|  |  |
| --- | --- |
| **Name of Accredited Provider** | Weill Cornell Medical College |
|  Tax ID Number  |  |
|  Contact Person |  | Email Address |  |
|  Phone Number |  | Fax Number |  |
| **Educational Partner *(if applicable)*** |  |
|  Contact Person |  | Email Address |  |
|  Phone Number |  | Fax Number |  |
|  Tax ID Number |  |  |  |
| **Name of Ineligible Company (Commercial Supporter/Exhibitor)** |  |
|  Address |  |
|  City, State, Zip |  |
|  Contact Person |  | Email Address |  |
|  Phone Number |  | Fax Number |  |

 **AGREED BY AUTHORIZED REPRESENTATIVES**

**Ineligible Company**

**(Commercial Supporter/Exhibitor) Accredited Provider**

Signature Signature

Print Name Print Name

Title Title

 Date Date

**Weill Cornell Medicine Course Director Educational Partner *(if applicable)***

Signature Signature

Print Name Print Name

Title Title

 Date Date