ADVOCATE AURORA HEALTH CME

LETTER OF AGREEMENT FOR COMMERCIAL SUPPORT

**Advocate Aurora Health** (the **“Accredited Provider”**)is committed to presenting continuing medical education(**“CME”**)activities that promote improvements or quality in healthcare and are independent of the control of commercial interests.

As part of this commitment, the **Accredited Provider** 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 unrestricted educational grants given by the **Commercial Supporter**, which is used to pay all or part of the costs of a CME activity.

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| **Title of CME Activity:** |  |
| **Activity Date:** |  |
| **Activity Location:** |  |
| **Name of Commercial Supporter:** |  |
| **Amount Provided:** |  |
| **Type of In–Kind Support Provided** *(if applicable)***:** | **Durable Equipment**  **Human Parts or Tissue**  **Animal Parts or Tissue**  **Disposable Supplies (non-biological)**  **Facilities/Space**  **Other: \_\_\_\_\_\_\_\_\_\_\_\_\_**  **Description:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Terms, Conditions, and Purposes**

1. **Independence**
   1. This activity is for scientific and educational purposes only and will not promote any specific proprietary business interest of the **Commercial Supporter**.
   2. The **Accredited Provider** is responsible for all decisions regarding the selection of target audience, 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 and marketing of the activity.
   3. **The Accredited Provider** will ensure that the data will be objectively selected and presented, that both favorable and unfavorable information about any products will be fairly represented, and that there will be balanced discussion of the prevailing body of scientific product information and alternative treatment options. The **Accredited Provider** will ensure, to the extent possible, meaningful disclosure of limitations on data, e.g. ongoing research, interim analyses, or preliminary data. The **Accredited Provider** will ensure meaningful opportunities for questioning or scientific debate.
2. **Appropriate Use of Commercial Support**
   1. The **Accredited Provider** will make all decisions regarding the disposition and disbursement of the funds from the **Commercial Interest**.
   2. 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.
   3. All commercial support associated with this activity will be given with the full knowledge and approval of the **Accredited Provider**. Funds should be in the form of an educational grant made payable to Advocate Aurora Health. No other payments shall be given to the director of the activity, planning committee members, teachers, authors, or any others involved with the supported activity.
   4. The **Accredited Provider** will upon request, furnish the **Commercial Supporter** documentation detailing the receipt and expenditure of the commercial support.
3. **Commercial Promotion**
   1. 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 Support** may not engage in sales or promotional activities while in the space or place of the CME activity.
   2. The **Commercial Supporter** may not be the agent providing the CME activity to the learners.
   3. Commercial exhibits or advertisements may not be a condition of the provision of commercial support for this CME activity.
   4. Employees of the **Commercial Supporter** may provide essential technical support to faculty for the effective use of the “in-kind” support (e.g. equipment or supplies) only and may not engage in sales or promotional activities. Such support will be organized through the **Accredited Provider**.
4. **Disclosure**
   1. The **Accredited Provider** will ensure that the source of support from the **Commercial Supporter**, either direct or “in-kind,” is disclosed to the participants in program brochures, syllabi, other program materials, and at the beginning of the activity. This disclosure will not include the use of a trade name, corporate logo, slogan, or a product-group message.

The **Commercial Supporter** and **Advocate Aurora Health** agree to abide by all requirements of the Accreditation Council for Continuing Medical Education (ACCME) ***Standards for Commercial Support of Continuing Medical Education***.

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| **Name of Accredited Provider** | | Advocate Aurora Health | | |
| Tax ID Number 36-2169147 | | | | |
| Contact Person |  | | Email Address |  |
| Phone Number |  | | Fax Number |  |
| Address |  | | City, State, Zip |  |

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| **Joint Provider *(if applicable)*** | |  | | |
| Contact Person |  | | Email Address |  |
| Phone Number |  | | Fax Number |  |
| Address |  | | City, State, Zip |  |

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| **Name of Commercial Supporter** | |  | | |
| Contact Person |  | | Email Address |  |
| Phone Number |  | | Fax Number |  |
| Address |  | | City, State, Zip |  |
|  |  | | | |

**Agreed by Authorized Representatives**

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| --- | --- | --- |
| **Commercial Supporter** |  | **Advocate Aurora Health** |
| X |  | X |
| Signature |  | Signature |
|  |  |  |
| Date |  | Date |
|  |  |  |
| Print Name |  | Print Name |
|  |  |  |
| Title |  | Title |
|  |  |  |
| **Joint Provider *(if applicable)*** |  |  |
| X |  |  |
| Signature |  |  |
|  |  |  |
| Date |  |  |
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| Print Name |  |  |
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| Title |  |  |