**Commercial Support Letter of Agreement**

The [Provider Name] is accredited by the Accreditation Council for Continuing Medical Education through the Maine Medical Association’s Committee on Continuing Medical Education and Accreditation to provide continuing medical education for physicians.

The [Provider Name] is committed to presenting CME activities that promote improvements or quality in health care and are independent of the control of commercial interests. As part of this commitment, the [Provider Name] 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 an ineligible company, which is used to pay all or part of the costs of a CME activity. The ACCME defines an ineligible company as any entity producing, marketing, re-selling, or distributing health care goods or services consumed by, or used on, patients. The ACCME does not consider the following to be ineligible companies: 501-C non-profit or government; Non-health care related companies; Liability insurance providers; Health insurance providers; Group medical practices; For-profit hospitals; For profit rehabilitation centers; For-profit nursing homes; Blood banks and Diagnostic laboratories.

**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 Ineligible Company.
2. The [Provider Name] 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**

1. The [Provider Name] will make all decisions regarding the disposition and disbursement of the funds from the Ineligible Company.
2. The Ineligible Company will not require the [Provider Name] to accept advice or services concerning teachers, authors, or participants or other education matters, including content.
3. All commercial support associated with this activity will be given with the full knowledge and approval of the [Provider Name]. 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.
4. The [Provider Name] will upon request, furnish the Ineligible Company with documentation detailing the receipt and expenditure of the commercial support.

**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 at the activity location immediately before, during or after a CME activity. Ineligible Companies may not engage in sales or promotional activities while in the location of the CME activity.
2. The Ineligible Company may not be the agent providing the CME activity to the learners.

**Disclosure**

1. The [Provider Name] will ensure that the source of support from the Ineligible Company, either direct or “in-kind,” is disclosed to the participants in program brochures, syllabi, and other program materials at the time of the activity. This disclosure will not include the use of corporate or product logos, trade names, or product group messages.

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| **Activity Information** |  |
| **Activity Title:** |  |
| **Activity Location:** |  |
| **Activity Date:** |  |
| **Accredited Provider Information** | |
| **ACCME Accredited Provider:** |  |
| **Accredited Provider Tax ID#:** |  |
| **Accredited Provider Contact Person:** |  |
|  |  |
|  |  |
| **Joint Provider Information (Mail Payment to:)** | |
| **Joint Provider Name:** |  |
| **Joint Provider Tax ID#:** |  |
| **Joint Provider Contact**  **Person:** | Name: |
|  | Email: |
|  | Phone: |
| **Commercial Supporter Company Information** | |
| **Name of Commercial Supporter Company:** | {Official Company Name}  **(Be sure to provide the official company name as you would like it to appear in printed materials for attribution)** |
| **Commercial Supporter Company Contact Person:** | Name: |
|  | Email: |
|  | Phone: |
| **Amount of Educational Grant:** | $ value of grant |
| **Grant will be used for:** |  |

**AGREED TO BY AUTHORIZED REPRESENTATIVES**

[Commercial Supporter], [Joint Provider Name] and the [Provider Name] agree to abide by all requirements of the ACCME Standards for Integrity and Independence in Accredited Continuing Education and the terms of this agreement. The ACCME Standards for Integrity and Independence can be found at: <https://accme.org/publications/standards-for-integrity-and-independence-accredited-continuing-education-pdf>

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| **COMMERCIAL SUPPORTER** | | **ACCREDITED PROVIDER** |
|  | |  |
| **Signature** | | **Signature** |
|  | |  |
|  | |  |
| **Print Name** | | **Print Name** |
|  | |  |
|  | |  |
| **Title** | | **Title** |
|  | |  |
| **Date** | | **Date** |
| **JOINT PROVIDER** |
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| **Signature** |
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| **Print Name** |
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| **Date** |