

## LETTER OF AGREEMENT FOR COMMERCIAL SUPPORT Use for “In-Kind” (Equipment/Supplies) Contributions to Certified CME

This Letter of Agreement, entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_ by and among the Board of Trustees of the Leland Stanford Junior University on behalf of its School of Medicine and the Commercial Interest named below, witnesses the following:

### Note Concerning Stanford Policies:

- Financial commercial support may not be designated for a specific topic, course, activity, or faculty member.
- Commercial exhibits are not permitted.

### Definitions:

- **Commercial Interest:** Any entity producing, marketing, re-selling, or distributing health care goods or services consumed by, or used on, patients.
- **Commercial Support:** Financial, or in-kind, contributions given by a Commercial Interest which is used to pay all or part of the costs of a Continuing Medical Education activity.

Stanford University through its School of Medicine (the “**Accredited Provider**”) is committed to presenting continuing medical education (“**CME**”) activities that promote improvements or quality in healthcare and are independent of any Commercial Interest. As part of this commitment, the **Accredited Provider** has outlined in this written letter of agreement the terms, conditions, and purposes of Commercial Support for the CME activity delineated below.

**Title of CME Activity:**

**Activity Location:**

**Activity Date(s):**

**Name of Commercial Interest:**

**Description of In-Kind Support:**

**Estimated Value of In-Kind Support: \$ .00**

### Terms, Conditions, and Purposes

1. The **Commercial Interest** and the **Accredited Provider** agree to abide by all requirements of the Accreditation Council for Continuing Medical Education (ACCME) *Standards for Commercial Support of Continuing Medical Education* ([www.accme.org](http://www.accme.org)) as well as the Stanford Policy on Compliance with ACCME Standards for Commercial Support ([http://cme.stanford.edu/documents/scs\\_policy.pdf](http://cme.stanford.edu/documents/scs_policy.pdf)) and the Stanford Industrial Interactions Policy (<http://med.stanford.edu/coi/siip/policy.html>).
2. This activity is for scientific and educational purposes only and will not promote any specific proprietary business interest of the Commercial Interest.
3. The **Accredited Provider** is responsible for all decisions regarding the identification of educational needs, determination of learning 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, selection of target audience, evaluation of the activity, and marketing of the activity.
4. The **Accredited Provider** and the **Commercial Interest** agree that the Commercial Support provided herein has not been determined in a manner which takes into account the volume or value of any referrals, financial relationship(s) or other business arrangement(s) otherwise existing between the parties for which payment may be made, in whole or in part, under any Federal or state health care program, including, without limitation, Medicare or Medicaid.
5. 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.
6. 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, educational partner, or any others involved with the supported activity and in a position to control content relative to the specific CME activity.

7. **Commercial Exhibits are not permitted** at Stanford CME activities.
8. **Product-promotion material or product-specific advertisement of any type is prohibited** in association with the CME activity. The juxtaposition of editorial and advertising material on the same products or subjects is not allowed. Promotional materials cannot be displayed or distributed in the education space immediately before, during, or after the CME activity. In addition, Commercial Interest shall have no role in the marketing of CME to learners and shall not advertise or market Stanford CME activities, including on Commercial Interest websites.
9. Employees of **Commercial Interest** 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 while in the space or place of the CME activity.
10. The **Commercial Interest** may not be the agent providing the CME activity to the learners.
11. The **Accredited Provider** will ensure that the source of “in-kind” support from the **Commercial Interest** is disclosed to the learners prior to the start of the activity. This disclosure will not include the use of a trade name or a product-group message. The acknowledgment of commercial support will state the name of the company or institution and will not include corporate logos and slogans.
12. The **Accredited Provider** will, upon request, furnish the **Commercial Interest** with documentation detailing the receipt and use of the “in-kind” Commercial Support. The **Accredited Provider** agrees that the “in-kind” **Commercial Support** will be used only for the support of the defined **CME Activity**.

This **Agreement** constitutes the entire agreement between the parties relating to the **Supported Activity** and supersedes all other agreements, express or implied, between the parties as to its subject matter. This **Agreement** may be modified only by a writing signed by both parties which states it is an amendment to this **Agreement**. This **Agreement** shall be governed by and construed in accordance with the laws of the State of California.

**Accredited Provider:** The Board of Trustees of the Leland Stanford Junior University on behalf of its **School of Medicine**

Tax ID Number \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Email Address \_\_\_\_\_  
 Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

**Commercial Interest:**

Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Email Address \_\_\_\_\_  
 Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

**Agreed by Authorized Representatives**

**Accredited Provider**

\_\_\_\_\_  
 Signature Date  
 Robert Jackler, MD  
 Associate Dean for Continuing Medical Education

**Commercial Interest**

By signing this agreement I am verifying that I am duly authorized to sign binding agreements on behalf of Commercial Interest.

\_\_\_\_\_  
 Signature Date  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Title