

LETTER OF AGREEMENT FOR COMMERCIAL SUPPORT

Use for **"In-Kind"** (Equipment/Supplies) Contributions to Medical Education Activities **Not Certified for CME Credit**

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 the ____ (Department, Division, Institute) at its School of Medicine ("Stanford") 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 is committed to presenting medical education activities that promote improvements or quality in healthcare and are independent of any Commercial Interest. As part of this commitment, **Stanford** has outlined in this written letter of agreement the terms, conditions, and purposes of Commercial Support for the medical education 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 **Stanford** agree to abide by all requirements of 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. **Stanford** 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 educational activity, selection of education methods, selection of target audience, evaluation of the activity, and marketing of the activity.
4. **Stanford** 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 **Stanford** 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 **Stanford**. 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 activity.
7. **Commercial Exhibits are not permitted** at Stanford medical education activities.
8. **Product-promotion material or product-specific advertisement of any type is prohibited** in association with any Stanford medical education 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 activity.

In addition, Commercial Interest shall have no role in the marketing of medical education to learners and shall not advertise or market Stanford medical education 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 activity.
10. The **Commercial Interest** may not be the agent providing the medical education activity to the learners.
11. **Stanford** 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. **Stanford** will, upon request, furnish the **Commercial Interest** with documentation detailing the receipt and use of the “in-kind” Commercial Support. **Stanford** agrees that the “in-kind” **Commercial Support** will be used only for the support of the defined **medical education 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.

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

Tax ID Number _____
Department, Division or Institute _____
Address _____
Mail Code _____
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

Stanford

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