

LETTER OF AGREEMENT
Terms and Conditions of an Educational Grant

Between The American College of Surgeons and the Commercial Supporter:

Company Providing the Grant _____

Address _____

Company Contact Name _____

Telephone _____ **Fax** _____ **e-mail** _____

Regarding the following CME Activity:

Program Name _____

Date and Location (if applicable) _____

This grant will provide support for the above named CME activity by means of:

- Educational grant in the amount of \$ _____
- Other gift in kind (e.g., equipment loan, brochure distribution). Approximate Value \$ _____.

Conditions

Statement of Purpose

This activity is for scientific and educational purposes only. It will not promote the company's products, directly, or indirectly.

Control of Content & Selection of Presenters and Moderators

ACS is responsible for full control of content and selection of presenters and moderators. The Company agrees not to direct the content of the program. The Company or its agents will respond only to sponsor-initiated requests for suggestions of presenters or sources of possible presenters. Company will suggest more than one name (if possible); will provide speaker qualifications, will disclose financial or other relationships between the Company and the speaker, and will provide this information in writing. ACS will record role of the Company or its agents in suggesting presenter(s); will seek suggestions from other sources and will make selection of presenter(s) based on balance and independence.

Disclosure of Financial Relationships

The ACS will ensure meaningful disclosure to the audience, at the time of the program of (a) Company funding and (b) any significant relationship between the sponsor and Company (e.g., grant recipient) or between individual speakers or moderators and the Company.

Involvement in Content

There will be no "scripting", emphasis, or direction on content by the Company or its agents.

Ancillary Promotional Activities

No promotional activities will be permitted in the same room or vicinity before, during, or after the educational activity. No product advertisements will be permitted in the activity room.

Objectivity & Balance

ACS will make every effort to ensure that data regarding the Company's products (or competing products) are objectively selected and presented, with favorable and unfavorable information and balanced discussion of prevailing information on the product(s) and/or alternative treatments.

Limitation on Data

The ACS will ensure, to the extent possible, meaningful disclosure of limitations on data (e.g., ongoing research, interim analyses, preliminary data, or unsupported opinion).

Discussion of Unapproved Uses

The ACS will require that presenters disclose when a product is considered off-label or investigational.

Opportunities for Debate The ACS will ensure meaningful opportunities for questioning or scientific debate.

Independence of Sponsors in the Use of Contributed Funds All funds and other support associated with this CME activity must be given with the full knowledge and approval of the American College of Surgeons.

Funds should be in the form of an Educational Grant made payable to the American College of Surgeons.

No other funds from the commercial supporter will be paid to the program director, faculty, or others involved with the CME activity (additional honoraria, extra social events, etc.)

The Commercial Supporter agrees to abide by all requirements of the ACCME’s Updated Standards for Commercial Support of Continuing Medical Education.

The American College of Surgeons agrees to:

- Comply with the ACCME’s Standards of Commercial Support of CME.
- Acknowledge educational support from the commercial supporter.
- Upon request, furnish the commercial supporter a report concerning the expenditure of the funds provided.

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AGREED

For the Commercial Company:

Signature/Date _____

Print Name/Title _____

For the American College of Surgeons:

Signature/Date _____

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