

# Letter of Agreement Regarding Appropriate Use of Support for a CME Activity

This Agreement is made between the Missouri State Medical Association, with a business address of 113 Madison Street, Jefferson City, Missouri 65101, and \_\_\_\_\_, hereinafter Supporter, with a business address of \_\_\_\_\_.

The agreement documents that both parties will observe the guidelines and regulations related to commercial support for CME activities issued by the Missouri State Medical Association. It is not a contract for services rendered, but simply documents both party's affirmation that appropriate procedures and policies will govern the use of this support. This agreement relates to support in the amount of \$\_\_\_\_\_ for the CME activity entitled \_\_\_\_\_.

## 1. Purpose of and Control over the Educational Activity

- 1.1 The activity shall be independent and non-promotional, focused on educational content, and free from commercial influence or bias. Information presented about commercial products shall be objective and based on scientific methods generally accepted in the medical community.
- 1.2 Sponsor shall maintain full control over the planning, content, quality, scientific integrity, implementation, and evaluation of the activity and over the selection of speakers, moderators, authors, or other faculty for the activity.
- 1.3 Supporter shall not engage in scripting, targeting points for emphasis, or other actions designed to influence the content of the activity.

## 2. Disclosure

- 2.1 Meaningful disclosure shall be made to the activity audience of the following:
  - 2.1.1 Supporter's funding of the activity, without reference to specific products.
  - 2.1.2 Any significant relationship between Sponsor, authors, presenters, or moderators and Supporter.
  - 2.1.3 Any significant financial or other relationship between authors, presenters, or moderators and the manufacturers of products or providers of services mentioned by the author, presenter, or moderator during the activity.
  - 2.1.4 Whether any product mentioned during the activity is not labeled for the use under discussion or is still investigational.

- 2.2 Disclosure shall be made in writing in all instances when that is possible. Should disclosure occur verbally, such disclosure must be verified by written documentation in the activity file.

## 3. Scope and Presentation of the Activity

- 3.1 The title of the activity shall fairly and accurately represent the scope of the presentation.
- 3.2 The activity shall present discussion of multiple treatment options, and shall not focus on a single product, except when options are so limited as to preclude meaningful discussion.
- 3.3 Faculty shall be instructed to use generic names of products, or, if trade names are used, to use those of several companies.
- 3.4 Opportunity for meaningful discussion or questioning shall be provided during a live activity.

## 4. Conduct of Supporter at Educational Presentations

- 4.1 Exhibit placement shall not be a condition of support for the activity.
- 4.2 No commercial promotional materials shall be displayed or distributed in the same room immediately before, during, or immediately after the educational activity.
- 4.3 Representatives of commercial supporters may not engage in sales activities while in the room where the educational activity takes place.
- 4.4 Information about Supporter's product(s) presented in the activity may only be further disseminated after the initial presentation, by or at the behest of the Supporter, in response to an unsolicited request or through an independent provider.

**5. Social Events**

5.1 Social events shall not compete with, nor take precedence over, the educational activity. The appropriateness of the social event is at the sole discretion of Sponsor, and Sponsor shall have final authority in the scheduling and production of the social event.

5.2 The cost for social event shall be modest.

**6. Structure of Support and Use of Funds**

6.1 The educational support shall be made payable to Sponsor. Supporter shall pay no other funds to the director of the activity, faculty, or others involved with the activity.

6.2 Support funds shall not be used to pay travel, lodging, registration fees, honoraria, or personal expenses for non-speaker attendees.

6.3 Support funds may be used to permit medical students, residents, or fellows to attend the activity, as long as the selection of students, residents, or fellows who will receive the funds is made either by the academic or training institution, or by Sponsor with the full concurrence of the academic or training institution.

**7. Regulatory Authority**

7.1 Sponsor and Supporter agree to abide by all requirements of the MSMA Standards for Commercial Support of Continuing Medical Education.



**AGREED**

**(Sponsor)**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**(Supporter)** \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_