

**LETTER OF AGREEMENT**  
*(Form must be typed or printed legibly)*

**Regarding Terms, Conditions, and Purposes of an Educational Grant**

Between \_\_\_\_\_ and Maine Chapter, American College of Surgeons

**Title of CME Activity:** Maine Chapter, American College of Surgeons Annual Meeting

**Location:** Colony Hotel, Kennebunkport, Maine    **Date(s):** May 18-20, 2018

**Commercial Supporter:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_                      **State:** \_\_\_\_\_                      **Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_    **Fax:** \_\_\_\_\_    **Contact Person:** \_\_\_\_\_

The above company wishes to provide support for the named continuing medical education activity by means of *(please indicate which option)*:

1. Unrestricted educational grant for support of the CME activity in the amount of \$ \_\_\_\_\_
2. Restricted grant to reimburse expenses for:
  - A. Speaker(s) 1) \_\_\_\_\_                      2) \_\_\_\_\_  
To Include: \_\_\_\_\_ All Expenses    \_\_\_\_\_ Travel Only    \_\_\_\_\_ Honorarium Only  
Honorarium Amount \$ \_\_\_\_\_
  - B. Support for catering functions (*specify*): \_\_\_\_\_ in the amount of \$ \_\_\_\_\_
  - C. Other (*e.g. equipment loan, brochure distribution, etc.*) \_\_\_\_\_

**CONDITIONS**

1. **Statement of Purpose:** Program is for scientific and educational purposes only and will not promote the company's products, directly or indirectly.
2. **Control of Content & Selection of Presenters & Moderators:** Sponsor is ultimately responsible for control of content and selection of presenters and moderators. 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 company and speaker, and will provide this information in writing. Sponsor will record role of company, or its agents, in suggesting presenters(s); will seek suggestions from other sources, and will make selection of presenter(s) based on balance and independence.
3. **Disclosure of Financial Relationships:** Sponsor will ensure disclosure to the audience of (a) company funding and (b) any significant relationship between the sponsor and the company (e.g., grant recipient) or between individual speakers or moderators and the company.

4. **Involvement in Content:** There will be no “scripting”, emphasis, or influence on content by the company or its agents.
5. **Ancillary Promotional Activities:** No promotional activities will be permitted in the same room or oblique path as the educational activity. No product advertisements will be permitted in the program room.
6. **Objectivity & Balance:** Sponsor 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.
7. **Limitations of Data:** Sponsor will ensure, to the extent possible, disclosure of limitations of data, e.g., ongoing research, interim analysis, preliminary data, or unsupported opinion.
8. **Discussions of Unapproved Uses:** Sponsor will require that presenters disclose when a product is not approved in the United States for the use under discussion.
9. **Opportunities for Debate:** Sponsor will ensure opportunities for questioning or scientific debate.
10. **Independence of Sponsor in the Use of Contributed Funds:**
  - a) Funds should be in the form of an educational grant made payable to the MMET.
  - b) All other support associated with this CME activity (e.g., distributing brochures, preparing slides) must be given with the full knowledge and approval of the MMET.
  - c) No other funds from the commercial company 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 CCMEA *Standards for Commercial Support of Continuing Medical Education*.

The Accredited Sponsor agrees to: 1) abide by the CCMEA *Standards for Commercial Support of Continuing Medical Education*; 2) acknowledge educational support from the commercial company in program brochures, syllabi, and other program materials, and 3) upon request, furnish the commercial supporter a report concerning the expenditure of the funds provided.

***AGREED***

Commercial Company Representative’s name: \_\_\_\_\_

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

CME Director or Designee: Gail Begin 207-622-3374

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