

Educational Grant Commercial Support Letter of Agreement

Activity Title: _____

Date(s): _____ **Location:** _____

Accredited Provider: Des Moines University, Des Moines, IA

Contact: Vanessa Gray, MHA, CMP, CHCP, Director of Continuing Medical Education

Phone: 515-271-1541 **Email:** Vanessa.Gray@dmu.edu

Commercial Interest and/or Educational Partner: _____

Contact: _____

Name of company as you would like it to appear in activity materials: _____

Phone: _____ **Email:** _____

=====

This grant will provide support for the above-named continuing education activity by means of:

Unrestricted educational grant in the amount of \$ _____.

Gift in-kind grant. Commercial interest is responsible for arranging the delivery and removal of any materials related to the event. Any materials not removed will be discarded and the commercial interest will be assessed any related costs.

Equipment loan valued at \$ _____. Please list equipment provided. Include model name and quantity. _____

Disposable materials/instruments, etc. valued at \$ _____. Please list type of disposable items and quantity. _____

=====

TERMS AND CONDITIONS

- I. **Statement of purpose:** The program is for scientific and educational purposes only and is not intended to directly or indirectly promote a company's products. Within this document, the term "Providers" refers to both the approved provider and the joint provider organization unless otherwise stated.
- II. **Control of content and selection of speaker and moderators:** The accredited provider is ultimately responsible for control of content and selection of speakers and moderators. There will be no "scripting", emphasis, or influence on content by the commercial interest or its agents. Educational materials used in the activity shall not, by their content or format, advance the specific proprietary interests of a commercial interest.
- III. **Payment of honoraria and expenses:** The accredited provider must pay directly any honoraria or reimbursement of out of pocket expenses to faculty. If faculty who are listed on the activity agenda as facilitators or speakers also participate in the educational activity as a learner, their expenses may be reimbursed and honoraria may be paid to them for their teaching or facilitation roles only. Exhibit dollars may be used to pay for

travel, lodging, honoraria, or personal expenses for bona fide employees and volunteers of Des Moines University, the joint sponsor or educational partner.

- IV. Liability:** Commercial interest agrees to indemnify, defend and hold harmless DMU and its directors, officers, employees, and agents against any and all claims, demands, damages, costs, expense of whatever nature including court costs and reasonable attorney's fees arising out of use of commercial interest materials.
- V. Objectivity and Balance:** The accredited provider will make every effort to ensure that data regarding the commercial interests products (or competing products) are objectively selected and presented, with favorable and unfavorable information and balance discussion or prevailing information on the product(s) and/or alternative treatments.
- VI. Discussion of unlabeled use of commercial products:** When an unlabeled use of a commercial product, or an investigational use not yet approved for any purpose by the Food and Drug Administration is discussed during the educational activity, the accredited provider must require the speaker to disclose that the product is not labeled for the use under discussion or that the product is still under investigation.
- VII. Opportunities for debate:** The accredited provider must ensure meaningful opportunities for questioning or scientific debate.
- VIII. Ancillary promotional activities:** No promotional activities will be permitted in the same room as the educational activity. No product advertisements will be permitted in the program room. Representatives of commercial interests may attend an educational activity but may not engage in sales activities while in the room where the educational activity takes place.
- IX. Miscellaneous:** This letter of agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and all prior agreements with respect thereto are superseded hereby. No amendment or modification of this agreement will be binding unless in writing and duly executed by both parties.
- X. Independence of the accredited provider in the use of contributed funds:**
 - a. All other support associated with the continuing education activity must be given with the full knowledge and approval of the DMU office of Continuing Medical Education.
 - b. No funds from the commercial source shall be given to the director of an activity, planning committee members, faculty, joint provider or any others involved with the supported continuing education activity. Commercial support may not be used to pay for travel, lodging, honoraria, or personal expenses for non-faculty participants of a continuing education activity.
- XI. The approved provider, joint provider, and commercial interest agree to:**
 - a. Comply with the Accreditation Council for Continuing Medical Education (ACCME) criteria, American Osteopathic Association (AOA) standards, Iowa Board of Nursing (IBON) requirements, and/or Council on Podiatric Medical Education (CPME) standards.
 - b. Acknowledge the unrestricted educational support from the commercial interest in the activity brochure, syllabi, and other program materials.
 - c. Upon request, furnish the commercial interest a report concerning the expenditure of the funds provided.

=====

SIGNATURE OF AGREEMENT

Commercial Interest Representative

Signature

Date

Vanessa Gray, MHA, CMP, CHCP
Director, Continuing Medical Education
Accredited Provider, Des Moines University

Signature

Date