**Letter of Agreement for Commercial Support**

CME Letter of Agreement for Commercial Support

**between**

University of Connecticut Health Center

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| UCHC Department and School: |  |
| Address: |  |
| City, State, Zip: |  |

(Provider)

**And**

|  |  |
| --- | --- |
| Grantor’s Full Legal Name: |  |
| Address: |  |
| City, State, Zip: |  |

(Grantor)

The parties have agreed that the Grantor shall contribute funds to the Provider for continuing medical education activities, on the following terms and conditions:

**1. Activity**

|  |  |
| --- | --- |
| 1.1 Name or Title: |  |
| 1.2 Description of CME Activity: |  |
| 1.3 Start Date: |  |
| 1.4 End Date: |  |

**2. Funding**

2.1 Monetary Funds: The Grantor shall provide funds for the Activity by means of an educational grant in the amount of:

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2.2 The Grantor shall provide the following other materials or services:

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2.3 Estimated dollar value of other materials or services:

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2.4 The Grantor shall make the check payable to the “University of Connecticut Health Center” (TIN 52-1725543). Payments should be mailed to:

Attn: Supervisor

Fiscal Administration-Research

MC 5335

University of Connecticut Health Center

Farmington, CT 06030-5335

Payments made pursuant to this Agreement shall reference this Agreement and the name of the activity.

2.5 Upon request, the Provider shall provide to the Grantor information concerning the expenditure of funds.

**3. Statement of Purpose and Objectivity**

The Provider and the Grantor agree that the Activity is for scientific and educational purposes and not for the purpose of promoting any product or services, directly or indirectly. Any discussion of the Grantor’s products or services shall be objective, balanced and scientifically rigorous.

3.1 The Provider will make every effort to ensure that data regarding the Grantor’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.

3.2 The Provider will ensure, to the extent possible, disclosure of limitations of data, e.g., ongoing research, interim analyses, preliminary data, or unsupported opinion.

3.3 The Provider will require that speakers disclose when a product is not approved in the United States for the use under discussion.

3.4 The Provider will ensure opportunities for questioning or scientific debate.

3.5 No promotional activities will be permitted in the same room or obligate path to the educational activity. No product advertisements will be permitted in the room where educational sessions are being held.

3.6 The Provider will adhere to the Accreditation Council for Continuing Medical Education’s Standards for Commercial Support.

**4. Control of Content and Selection of Speakers/Moderators**

The Provider shall be solely responsible for the content of the Activity and the selection of presenters and moderators.

4.1 The Grantor, or its agents, will respond only to Providers initiated requests for suggestions of speakers or sources of possible speakers. Once requested to do so, the Grantor will suggest more than one name (if possible); will provide speaker qualifications; will disclose financial or other relationships between the Grantor and speaker; and will provide this information in writing.

4.2 The Provider will record the role of the Grantor, or its agents, in suggesting presenter(s); will seek suggestions from other sources; and will make selection of speaker(s) based on balance and independence.

4.3 The Grantor, or its agents, will not attempt to “script,” emphasize, or in other ways influence the content of the Activity.

## 5. Payment of Funds

The Grantor shall pay funding provided hereunder only to the Provider or upon request, to the provider’s designated agent. The Grantor shall pay no other funds to individuals involved in the Activity (e.g., additional honorarium, extra social events, etc.). The Grantor’s financial responsibility is limited to the grant provided to the Provider; claims for payment by subcontractors or third parties involved in the activity are the sole responsibility of the Provider.

**6. Disclosure of Financial Relationships**

The Provider will ensure disclosure of the following to the attendees prior to or at the start of the Activity: (a) the Grantor’s funding of the activity; and, (b) any significant relationship between the Provider and the Grantor (e.g., grant recipient) or between individual planners, speakers, or moderators and the Grantor; and, (c) any safeguards that the Provider has set in place to prevent the insertion of commercial bias into the Activity.

**7. Acknowledgment of Support**

The Provider agrees to acknowledge educational support from the Grantor in program brochures, syllabi, and other activity materials.

**8. Standards**

The Provider and the Grantor agree to abide by Standards for Commercial Support of the Accreditation Council of Continuing Medical Education (ACCME) and the current Food and Drug Administration Policy Statement on Industry Supported Scientific and Educational Activities. The Grantor will not be liable for any departure from ACCME Standards that occurs through no fault of the Grantor.

**9. Situs**

This Agreement shall be governed by and construed according to the laws of the State of Connecticut. **The Grantor agrees that in the performance of this Agreement, it will not discriminate against any person or group of persons in any manner prohibited by law.**

The parties, intending to be bound by the terms and conditions of this Agreement, have caused this Agreement to be signed by their duly authorized representatives.

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| **GRANTOR**: |  |
| Name: |  |
| Title: |  |

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| --- | --- |
|  |  |
| Signature | Date |

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| --- | --- |
| **PROVIDER:** | CME Activity Director |
| Name: |  |
| Title: |  |

|  |  |
| --- | --- |
|  |  |
| Signature | Date |

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| **PROVIDER:** | UConn Health Office of Community and Continuing Medical Education |
| Name: | M. Melinda Sanders, M.D. |
| Title: | Medical Director of Community and Continuing Medical Education |

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| --- | --- |
|  |  |
| Signature | Date |