

**Board of Regents of the University of Oklahoma on behalf of
The University of Oklahoma College of Medicine
Office of Continuing Professional Development
Agreement for Commercial Support of a CME Activity
EDUCATIONAL GRANT**

As a provider accredited by the Accreditation Council for Continuing Medical Education (ACCME), the University of Oklahoma College of Medicine, Office of Continuing Professional Development (OUHSC/CPD), through the Board of Regents of the University of Oklahoma, is committed to presenting CME activities that promote improvements of quality in healthcare and are independent of the control of commercial interests. As part of this commitment, the OUHSC/CPD office has outlined in this written Agreement the terms, conditions, and purposes of commercial support for its CME activities. Commercial support is defined as financial or in-kind contributions given by a commercial interest and used to pay all or part of the costs of a CME activity.

Title of CME Activity: _____	
Activity Dates: _____	Activity Location: _____
Amount of Commercial Support: \$ _____ Purpose: General Support (excluding food unless otherwise noted)	
Description of In-kind Support: _____	

Commercial Supporter: _____	
Contact Person: _____	
Address: _____	City, State, Zip: _____
Phone: _____	Fax: _____
Email: _____	

SIGNATURE

The signature section on page 2 of this Agreement must be signed prior to the CME activity by both the commercial supporter and OU/CPD office.

TERMS, CONDITIONS, AND PURPOSES

1. Independence: ACCME Criterion 7, SCS 1, 2 & 6

- a. The accredited provider ensures the following decisions are made free of the control of a commercial interest: identification of accredited educational needs, determination of educational objectives, selection and presentation of content, selection of all persons and organizations that will be in a position to control the content, selection of education methods, and evaluation of the activity.
- b. Everyone in a position to control the content must disclose all relevant financial relationships with any commercial interest to the accredited provider, and conflicts of interest must be resolved prior to the CME activity.
- c. Prior to the CME activity, learners receive 1) disclosure of relevant financial relationships or no relevant financial relationships of everyone in a position to control the content, and 2) sources of all commercial support from commercial interests. Disclosure will not include the use of a trade name or product group message.

2. Management of Commercial Support: ACCME Criterion 8, SCS 3

- a. The educational grant shall be made payable to OUHSC/CPD, Federal Tax ID #73-1563627.
- b. The accredited provider must make all decisions regarding the disposition and disbursement of commercial support.
- c. The accredited provider cannot be required by the commercial interest to accept advice or services concerning teachers, authors, or participants or other education matters, including content, as conditions of contributing funds or services.

- d. All commercial support associated with this activity will be given with the full knowledge and approval of the accredited provider.
- e. The terms, conditions, and purposes of the commercial support must be documented in a written agreement between the commercial interest and the provider. The commercial supporter and the provider must sign the written agreement that is signed and dated prior to the activity.
- f. Payment of honoraria and travel expenses must be directly managed by OUHSC/CPD office as required by ACCME *Standards for Commercial Support*, OUHSC/CPD policies, and OUHSC accounting policies. No other payments shall be given to the director of the activity, planning committee members, teachers or authors, joint sponsor or any others involved with the supported activity. If teachers or authors listed on the agenda participate in the remainder of the activity as learners, their expenses can be reimbursed and honoraria paid for their teacher or *author role only*. *Commercial support may not be used to pay expenses or honoraria for any non-teacher or non-author participants of the CME activity.*
- g. The provider will, upon request from the commercial interest, furnish documentation detailing the receipt and expenditure of the commercial support.

3. Appropriate Management of Associated Commercial Promotion: ACCME Criterion 9, SCS 4

- a. Arrangements for exhibits or advertisements cannot influence planning or interfere with the activity, nor can they be a condition of the provision of commercial support for the activity.
- b. Product-promotion material or product-specific advertisement of any type is prohibited in or during the CME activity. The juxtaposition of editorial and advertising material on the same products or subjects is not allowed. Live or enduring promotional activities must be kept separate from the CME activity.
- c. Educational materials that are part of the activity, such as slides or handouts, cannot contain any advertising, corporate logos, trade names, or product-group messages. Promotional materials cannot be displayed or distributed in the education space immediately before, during, or after a CME activity. Commercial Interests may not engage in sales or promotional activities while in the space or place of the CME activity.
- d. The commercial interest cannot be the agent providing the CME activity to the learners.

4. Content and Format without Commercial Bias: ACCME Criterion 10, SCS 5

- a. The content or format of a CME activity or its related materials must promote improvements or quality in healthcare and not a specific proprietary business interest of a commercial interest.
- b. Presentations must give a balanced view of therapeutic options. Use of generic names will contribute to this impartiality. If educational material or content includes trade names, trade names from several companies should be used, if available, not just trade names from a single company.
- c. There will be no “scripting,” emphasis, or direction of content by the commercial interest or its agents.

5. Regulatory Authority

The University of Oklahoma Office of Continuing Professional Development and the commercial interest agree to abide by all requirements of the ACCME Standards for Commercial Support of Continuing Medical Education, the FDA Final Guidance on Industry-Supported Scientific and Educational Activities, the AMA regulations regarding the Physician's Recognition Award, the AMA Opinion 8.061: Gifts to Physicians from Industry, and the AMA Opinion 9.011: Continuing Medical Education.

6. Choice of Law

Jurisdiction and venue shall be in Oklahoma County. The laws of the State of Oklahoma shall govern in all matters pertaining to this Agreement. The parties understand that the Accredited Program Provider is a constitutionally created entity of the State of Oklahoma and, as such, is prohibited from committing resources

beyond a single fiscal year. Therefore, Accredited Program Provider may terminate this Agreement upon 30 days' written notice to commercial interest.

7. Equal Opportunity

As applicable to OUHSC/CPD, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) et. seq.), are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. OUHSC/CPD represents that all services are provided and affirmative action to employ and advance in employment individuals is taken without discrimination on the basis of race, color, religion, national origin, sex, disability, political beliefs, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will OUHSC/CPD permit their employees to perform their services at any location where segregated facilities are maintained. In addition, OUHSC/CPD agrees to comply with the applicable provisions of Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. §4212

AGREED BY AUTHORIZED REPRESENTATIVES

COMMERCIAL SUPPORTER	ACCREDITED PROVIDER
Commercial Interest Representative: _____ _____ Signature Date	Myrna Rae Page, MPH, CHES Director, Continuing Professional Development Board of Regents of the University of Oklahoma Authorized Representative _____ Signature Date

Payment Information: Please make checks payable to OUHSC/CPD and mail to: OU College of Medicine Office of Continuing Professional Development PO Box 26901, AAT 4000 Oklahoma City, OK 73126-0901 (405) 271-2350 Fax (405) 271-3087 Tax ID 73-1563627	Payment by Credit Card: Please check one of the following: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover Amount \$ _____ Card Number _____ Expiration Date _____ Name as it appears on the card: _____
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ⁱ The ACCME defines a Commercial Interest as any entity producing, marketing, re-selling, or distributing health care goods or services consumed by, or used on, patients. The ACCME does not consider providers of clinical service directly to patients to be commercial interests.