

## LETTER OF AGREEMENT FOR COMMERCIAL SUPPORT

This letter regards the terms, conditions, and purposes of an agreement between **AMDA – The Society for Post-Acute and Long-Term Care Medicine**, the Accredited Provider, and \_\_\_\_\_, the Commercial Supporter/Ineligible Company.

Title of Activity:

Location of activity:

Date(s):

Commercial Supporter (company name):

Business Address:

Contact Person:

Phone:

Specify use of support (e.g. Wi-fi, ARS, Printing, Specific Session):

The above company agrees to provide support for the named continuing medical education activity by means of (*check all that apply*)

Monetary support for the activity in the amount of: \$

In-kind contribution (describe service/product/device/equipment) given or loaned:

### Terms, Conditions, and Purposes

1. **Statement of Purpose:** program is for scientific and educational and will not directly or indirectly promote any specific proprietary interest of the commercial supporter.
2. **Control of Content and Selection of Presenters & Moderators:** the Accredited Provider is independently responsible for all decisions regarding the identification of 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 educational methods, and the evaluation of the activity.
3. **Acknowledgement of Commercial Support and Disclosure of Financial Relationships:** the Accredited Provider will ensure that
  - a) the source of support from the Commercial Interest, either direct or in-kind, is disclosed to the participants in program materials and at the time of the activity;
  - b) any relevant financial relationships of those with control of content will be disclosed to learners
  - c) disclosures will not include the use of a logo, trade name or a product group message.
4. **Appropriate Use of Commercial Support:** funds should be made payable to the Joint Provider, [Click or tap here to enter text.](#), as delegated by AMDA –The Society for Post-Acute and Long-Term Care Medicine.

- a) the Accredited Provider will make all decisions regarding the disposition and disbursement of the funds from the Ineligible Company; the Ineligible Company may request a report of how the funds were used, following the activity;
  - b) the Ineligible Company will not require the Accredited Provider to accept advice or services concerning teachers, authors, or participants or other education matters, including content, as conditions of receiving this support;
  - c) all commercial support associated with this activity will be given with the full knowledge and approval of AMDA;
  - d) no other payments shall be given to the director of the activity, planning committee members, teachers or authors, joint provider, or any others involved with the supported activity.
5. **Objectivity and Balance:** The content or format of the activity or its related materials must promote improvements or quality in healthcare and not a specific proprietary business interest of a commercial interest. Presentations must give a balanced view of therapeutic options.
  6. **Limitations of Data:** The Accredited Provider will ensure, to the extent possible, disclosure of limitations of data, *e.g.*, ongoing research, interim analysis, or preliminary data.
  7. **Discussion of Unapproved Uses:** The Accredited Provider will require that presenters disclose when a product is not approved in the United States for the use under discussion.
  8. **Opportunities for Debate:** The Accredited Provider will ensure opportunities for interactive discussion, questioning and scientific debate.

Commercial Supporter and AMDA agree to abide all requirements of the [ACCME Standards for Integrity and Independence in Accredited Continuing Education](#).

Please note that this agreement **MUST** be signed **prior** to the activity with allowance of adequate time to place the acknowledgment of commercial support on program materials.

**AGREED BY AUTHORIZED REPRESENTATIVES**

**Commercial Supporter:**

**Accredited Provider:**

Authorized Signature

AMDA – The Society for Post-Acute and Long-Term Care Medicine  
**Joint Provider:**

Print Name

Authorized Signature

Title

Organization

Print Name

Title

Organization