

BAPTIST HEALTH
Continuing Medical Education
820 Prudential Drive, Suite 413
Jacksonville, FL 32207
(904) 202-2080 FAX (904) 202-2331

AGREEMENT FOR COMMERCIAL SUPPORT

To: Commercial Company Providing Support:

By signing below and returning one copy of this document to the Department of Continuing Medical Education, you acknowledge that you agree to comply with the Standards for Commercial Support of Continuing Medical Education of the Accreditation Council for Continuing Medical Education (ACCME), the AMA Guidelines on Gifts to Physicians from Industry and the Pharmaceutical Manufacturers Association Code of Pharmaceutical Marketing Practices.

LETTER OF AGREEMENT

Regarding Terms, Conditions and Purposes of an Educational Grant

Between: Baptist Health and _____

Address: _____

Telephone: _____ Fax: _____ Contact: _____

Title of CME Activity: 19th Annual First Coast Infectious Disease/Clinical Microbiology Symposium

Date (s): January 27-28, 2012 Location: Renaissance World Golf Village, St. Augustine, FL

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

1. **Unrestricted** educational grant for support of the CME activity in the amount of \$ _____

Speaker (s): 1. _____ 2. _____

2. **Restricted** grant to reimburse expenses for: \$ _____

A. Speaker (s):

1. _____ 2. _____

To include: (Please check all that apply)

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 distributions, 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 responsible for control of content and selection of presenters and moderators. The Company agrees not to direct the content of the program. The Company, or its agents, will respond only to sponsor-initiated requests for suggestions of presenters or sources of 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 presenter(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 meaningful disclosure to the audience, at the time of the program of (a) Company funding and (b) Significant relationship between the sponsor and the Company (e.g., grant recipient) or between individual speakers or moderators and the Company.
4. **Involvement in Context:** There will be no "scripting", emphasis, or influence on content 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 and Balance:** Sponsor will make every effort to ensure the data regarding the company's products (or competing products) are objectively selected and presented, with favorable information and balance discussion of prevailing information on the product(s) and/or alternative treatments.
7. **Limitations of Data:** Sponsor will ensure, to the extent possible, meaningful disclosure of limitations of data, (e.g., ongoing research, interim analyses, preliminary data, or unsupported opinion).
8. **Discussion 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 meaningful 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 and payable to Baptist Medical Center, Continuing Medical Education (accredited sponsor).**
 - 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 Baptist Medical Center (accredited sponsor).**
 - 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 ACCME Standards for Commercial Support of Continuing Medical Education.

The Accredited Sponsor agrees to: (1) Abide by the ACCME 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 company a report concerning the expenditure of the funds provided.

AGREED:

Commercial Company Representative: _____

Date

Program Director:

Date

CME Coordinator:

Date