

## **WRITTEN AGREEMENT FOR COMMERCIAL SUPPORT**

The Oklahoma State University Center for Health Sciences, College of Osteopathic Medicine is committed to presenting CME activities that promote improvements or quality in healthcare and are independent of the control of commercial interests. As part of this commitment, The Oklahoma State University Center for Health Sciences, College of Osteopathic Medicine 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\* which is used to pay all or part of the costs of a CME activity.

### **Terms, Conditions, and Purposes**

#### **Independence**

1. This activity is for scientific and educational purposes only and will not promote any specific proprietary business interest of the Commercial Interest.
2. The Accredited Provider is 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 of the CME, selection of education methods, and the evaluation of the activity.

#### **Appropriate Use of Commercial Support**

3. The Accredited Provider will make all decisions regarding the disposition and disbursement of the funds from the Commercial Interest.
4. The Commercial Interest 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 grant.
5. All commercial support associated with this activity will be given with the full knowledge and approval of the Accredited Provider. 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.
6. The Accredited Provider will upon request, furnish the Commercial Interest documentation detailing the receipt and expenditure of the commercial support.

#### **Commercial Promotion**

7. 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. 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.
8. The Commercial Interest may not be the agent providing the CME activity to the learners.

#### **Disclosure**

9. Disclosure of Financial Relationships: Accredited Sponsor will ensure disclosure to the audience of (a) Company funding and (b) any significant relationship between the Accredited Sponsor and the Company (e.g. grant: recipient) or between individual speakers or moderators and the Company.
10. The Accredited Provider will ensure that the source of support from the Commercial Interest, either direct or "in-kind," is disclosed to the participants, in program brochures, syllabi, and other program materials, and at the time of the activity. This disclosure will not include the use of a trade name or a product-group message. The acknowledgment of commercial support may state

- the name, mission, and clinical involvement of the company or institution and may include corporate logos and slogans, if they are not product promotional in nature.
11. Discussion of Unapproved Uses: Accredited Sponsor will require that presenters disclose when a product is not approved in the United States for the use under discussion.
  12. Limitations of Data: Accredited Sponsor will ensure, to the extent possible, disclosure of limitations of data, e.g., ongoing research, interim analyses, preliminary data, or unsupported opinion.
  13. Opportunities for Debate: Accredited Sponsor will ensure opportunities for questioning or scientific debate.

#### **Allocations**

14. Independence of Accredited Sponsor in the use of Contributed Funds:
  - a. Funds should be in the form of an educational grant made payable to Oklahoma State University College of Osteopathic Medicine – Continuing Medical Education
  - 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 Oklahoma State University College of Osteopathic Medicine – Continuing Medical Education.
  - c. No other funds from the Company will be paid to the program director, faculty, or other involved with the CME activity (additional honoraria, extra social events, etc.).
  - d. Funds may be used to cover the cost of one or more modest social activities held in conjunction with the educational program, which furthers the CME educational experience and/or allows an educational discussion and exchange of ideas. If Company sponsors a social event, the requirements set forth in Sections 1, and 3-5 will still apply.

The Commercial Supporter and The Oklahoma State University College of Osteopathic Medicine agree to abide by all requirements of both the ***AOA Guidelines for Relationships Between Accredited Sponsors and Company of CME; ACCME Standards for Commercial Support<sup>SM</sup>***.

The Accredited Sponsor agrees to: 1) abide by the AOA Guidelines for Relationships between Accredited Sponsors and Company of CME; 2) acknowledge educational support from the Company in program brochures, syllabi, and other program materials, and 3) upon request, furnish the Company a report concerning the expenditure of the funds provided.