LETTER OF AGREEMENT FOR COMMERCIAL SUPPORT

This letter regards the terms, conditions, and purposes of an agreement between the ***American Society of Plastic Surgeons (ASPS)***, the Accredited Provider, and _____ the Commercial Supporter/Commercial Interest[1].

Title of Activity:

Location of activity:

Date(s):

Commercial Supporter (company name):

Business Address:

Contact Person:

Phone/Fax:

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, OR indicate if N/A):

Retail Value of service/product/devise/equipment given or loaned **$**_____

Terms, Conditions, and Purposes

1. **Statement of Purpose:** program is for scientific and educational purposes only 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 materials and at the time of the activity;
    b. any relevant financial relationships of those with control of content will be disclosed to learners prior to the beginning of the activity.
    c. disclosures will not include the use of a trade name or a product group message.
4. **Appropriate Use of Commercial Support:** funds should be in the form of a grant made payable to the American Society of Plastic Surgeons (ASPS).
    a. the Accredited Provider will make all decisions regarding the disposition and disbursement of the funds from the Commercial Interest;
    b. the Commercial Interest may request a report of how the funds were used, following the activity;
    c. the Commercial Interest will not require the Accredited Provider to accept advice or services concerning, authors, or participants or other education matters, including content, as conditions of receiving the grant;
    d. all commercial support associated with this activity will be given with the full knowledge and approval of the Accredited Provider;
    e. 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. **Commercial Promotion:** Product-promotion material or product-specific advertisement of any type is prohibited in or during the activity. Specifically,
    a. the juxtaposition of editorial and advertising material on the same products or subjects is not allowed;
    b. live or enduring promotional activities must be kept separate from the activity;
    c. promotional materials cannot be displayed or distributed in the education space immediately before, during or after the activity;
    d. commercial Interests may not engage in sales or promotional activities while in the space or place of the activity.

6. **Indemnification:** Each party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other party, its officers, directors, employees, agents, and representatives (collectively, the "Indemnified Party") from and against any and all third-party claims, actions, causes of action, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees and court costs, to the extent arising out of or resulting from:

    a. the negligence, gross negligence, or willful misconduct of the Indemnifying Party or its employees, contractors, or agents;
    b. any breach of this Agreement by the Indemnifying Party; or
    c. any violation of applicable laws, rules, or regulations by the Indemnifying Party

    The Indemnified Party shall promptly notify the Indemnifying Party in writing of any such claim, and the Indemnifying Party shall have sole control of the defense and settlement of such claim, provided that the Indemnified Party shall have the right to participate, at its own expense, in the defense of any such claim. The Indemnifying Party shall not settle any such claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld.

7. **Controlling Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws principles. The parties agree that any legal action or proceeding with respect to this Agreement shall be brought exclusively in the state or federal courts located in Cook County, Illinois, and each party hereby submits to the exclusive jurisdiction and venue of such courts for purposes of any such action or proceeding.

8. **Force Majure**: Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement (except for payment obligations) due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism or threats thereof, civil disturbances, governmental regulations or advisories, disaster, fire, earthquakes, hurricanes, floods, epidemics, pandemics (including any public health emergency declared by local, state, federal, or international authorities), labor strikes or disputes not involving the affected party's employees, transportation curtailments, or any other circumstance making it illegal, impossible, inadvisable, or commercially impracticable to perform its obligations under this Agreement.

    The affected party shall promptly notify the other party in writing of the occurrence of any such event. In the event of such occurrence, the parties shall work in good faith to reschedule or otherwise modify the terms of performance. If rescheduling or modification is not feasible, either party may terminate this Agreement without liability, and any prepaid amounts shall be refunded in full within thirty (30) days of notice of termination.

9. **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.

10. **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.

11. **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.

12. **Opportunities for Debate**: the Accredited Provider will ensure opportunities for interactive discussion, questioning and scientific debate.

To ensure independence in the activity, the **Commercial Supporter** and **ASPS** agree to abide by <u>all</u> requirements of the **ACCME** Standards for Integrity and Independence in Accredited Continuing Education®.

Please note that this agreement <u>MUST</u> be signed <u>prior</u> 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 (ASPS):**	
_____	_____	_____	_____
Authorized Signature	Date	Authorized Signature	Date
_____		**Renée L. Robbins**	
Print Name		Print Name	
_____		**Staff Vice-President of Education and Development**	
Title		Title	
_____		**American Society of Plastic Surgeons**	
Organization		Organization	

[1] The ACCME defines a 'ineligible company' (formerly known as 'commercial interest') as those whose primary business is producing, marketing, selling, re-selling or distributing health care products used by or on patients. [Exemptions: eligible non-profit or government organizations and non-health care related companies.]
The ACCME does not consider providers of clinical service directly to patients to be ineligible organizations.

American Society of Plastic Surgeons
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