



# Letter of Agreement (LOA) for Commercial Support

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. A commercial interest is defined as any proprietary entity that produces, markets, re-sells, or distributes health care goods or services consumed by or used on patients, with the exemption of non-profit or government organizations and non-health care related companies. Providers of clinical service directly to patients are not considered to be commercial interests.

<b>Title of CME Activity:</b>			
<b>Activity Location:</b>		<b>Activity Date</b>	
<b>Name of Commercial Interest</b>			
<b>Amount of Educational Grant (direct or in-kind)</b>			
<b>Grant will be used for the following: All CME expenses</b>			
<b>Speaker Honoraria:</b>	<b>Speaker Expenses (itemize):</b>	<b>Meeting Expenses (itemize):</b>	<b>Other (list):</b>

## 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. 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.

The Commercial Interest and Florida Medical Association agree to abide by all requirements of the Accreditation Council for Continuing Medical Education (ACCME) and Florida Medical Association (FMA) **Standards for Commercial Support of Continuing Medical Education** (appended).

<b>Name of Accredited Provider:</b>		<b>Florida Medical Association</b>	
Tax ID Number:		59-0559672	
Contact Person:	Melissa Carter	Email Address	mcarter@flmedical.org
Phone Number:	800.762.0233	Fax Number	850.224.6627

<b>Educational Partner (if applicable):</b>			
Contact Person:			
Phone Number:		Email Address:	
Tax ID Number:		Fax Number:	

<b>Name of Commercial Interest:</b>			
Address:			
City, State, Zip:			
Contact Person:		Email Address:	
Phone Number:		Fax Number:	

**Agreed by Authorized Representatives**

**Commercial Interest**

**Accredited Provider**

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Signature and Date

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Print Name

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Title

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Signature and Date

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Print Name

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Title

**Educational Partner (If applicable)**

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Signature and Date

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Print Name

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Title