



MAYO CLINIC COLLEGE OF MEDICINE AND SCIENCE
MAYO CLINIC SCHOOL OF CONTINUOUS PROFESSIONAL DEVELOPMENT
WRITTEN AGREEMENT FOR COMMERCIAL SUPPORT

Mayo Clinic College of Medicine and Science (Accredited Provider), is committed to presenting CME activities that promote improvements of quality in healthcare and are independent of the control of commercial interests. As part of this commitment, Mayo Clinic College of Medicine and Science, 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 interest¹, which is used to pay all or part of the costs of a Mayo Clinic School of Continuous Professional Development activity.

Title of CME Activity: _____

Activity Location: _____ Activity Date(s): _____

Name of Commercial Interest: _____
Company name denoted above will be reflected within our recognition materials.

Amount of Educational Grant: \$ _____

Estimated Value of In-kind Contribution: \$ _____

Type of In-Kind Contribution (check all that apply):

- Durable Equipment
- Facilities/Space
- Disposable Supplies (non-biological)
- Human parts or tissue
- Animal parts or tissue
- Other (please describe): _____

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 provide 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.
7. Educational grant funds will not be used for food and beverage, faculty expenses, honoraria, or entertainment.

Commercial Promotion

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

Disclosure

- 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.
- 11. Commercial Interest representatives, who may be at the symposium, if requested, must sign a confidentiality agreement prior to participating in the educational activity.

Ownership and Risk of Loss (for In-Kind Grants)

- 12. The Accredited Provider acknowledges that the Commercial Interest is the owner of the Equipment and shall retain sole and exclusive title to and ownership of, the Equipment. The Commercial Interest will be responsible for all costs in bringing and removing the Equipment to and from the Activity Location. The Commercial Interest shall bear the risk of loss for the Equipment.

Use of Name

- 13. The Commercial Interest shall not use the names or trademarks of Mayo Clinic or of any of Mayo Clinic's affiliated entities in any advertising, publicity, endorsement, or promotion unless Mayo has provided prior written consent for the particular use contemplated.

The Commercial Interest and Mayo Clinic College of Medicine and Science agree to abide by all requirements of the Accreditation Council for Continuing Medical Education (ACCME) **Standards for Commercial Support of Continuing Medical Education** (<http://www.accme.org/requirements/accreditation-requirements-cme-providers/standards-for-commercial-support>).

Name of Accredited Provider: Mayo Clinic College of Medicine and Science

Tax ID Number: 41-6011702
 Contact: Mayo Clinic, 200 1st St SW, Plummer 2-60
 Rochester, MN 55905
 Email Address: cpdindustry@mayo.edu
 Phone Number: 507-284-2509
 Fax Number: 507-538-7234

Name of Commercial Interest: _____
 Address: _____
 City, State, Zip: _____
 Contact Person: _____
 Email Address: _____
 Phone Number: _____
 Fax Number: _____

Agreed by Authorized Representatives

Commercial Interest

Mayo Clinic College of Medicine and Science

 Signature

 Print Name

 Title

 Date

 Signature

 Print Name

 Title

 Date

ⁱThe ACCME defines a Commercial Interest as any proprietary entity producing health care goods or services, with the exemption of 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 commercial interest.