

**American College of Surgeons  
LETTER OF AGREEMENT  
Terms and Conditions of an Educational Grant**

**Regarding the following CME Activity:**

**Meeting Name:**

**Date and Location of Meeting:**

**Commercial Company:**

**Commercial Company Address:**

**Company Contact Name:**

**Telephone:**

**Fax:**

**E-mail:**

This grant will provide support for the above named CME activity by means of:

- Educational grant in the amount of \$\_\_\_\_\_
- Gift In-kind Grant (equipment loan). Total value to include cost of equipment rental, shipping & handling \$\_\_\_\_\_

[Equipment will be returned at the conclusion of the meeting.]

**Conditions**

**Statement of Purpose**

This activity is for scientific and educational purposes only. It will not promote the company's products, directly, or indirectly.

**Control of Content & Selection of Presenters and Moderators**

The American College of Surgeons (ACS) is responsible for full control of content and selection of presenters and moderators. The ACCME Standards for Commercial Support of Continuing Medical Education require that the ACS conduct the Program independently and without control or influence by the commercial company over the Program's planning, content (including the selection of speakers or moderators), or execution.

**Disclosure of Financial Relationships**

The ACS will ensure meaningful disclosure to the audience, at the time of the program of the Company funding and any significant relationship between ACS and Company (e.g., grant recipient) or between individual speakers or moderators and the Company.

**Involvement in Content**

There will be no "scripting", emphasis, or direction on content by the Company or its agents.

**Ancillary Promotional Activities**

No promotional activities will be permitted in the same room or vicinity before, during, or after the educational activity. No product advertisements will be permitted in the activity room.

**Objectivity & Balance**

ACS as an accredited provider is required by the ACCME Standards to ensure that the program be objective, balanced, and scientifically rigorous.

**Limitation on Data**

The ACS will ensure, to the extent possible, meaningful disclosure of limitations on data (e.g., ongoing research, interim analyses, preliminary data, or unsupported opinion).

**Discussion of Unapproved Uses**

The ACS will require that presenters disclose when a product is considered off-label or investigational.

**Opportunities for Debate** The ACS will ensure meaningful opportunities for questioning or scientific debate.

Funds should be in the form of an Educational Grant made payable to the American College of Surgeons.

No other funds from the commercial supporter 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's Standards for Commercial Support of Continuing Medical Education.

The American College of Surgeons agrees to:

- Comply with the ACCME's Standards of Commercial Support of CME.
- Acknowledge educational support from the commercial supporter in on-site program materials.
- Upon request, furnish the commercial supporter a report concerning the expenditure of the funds provided.

=====

**AGREED**

**For the Commercial Company:**

Signature/Date \_\_\_\_\_

Print Name/Title \_\_\_\_\_

**For the American College of Surgeons:**

Signature/Date \_\_\_\_\_

Print Name/Title \_\_\_\_\_