



Letter of Agreement for Educational Grant CME Activities

Between the American Association of Neurological Surgeons (AANS), ("CME Accredited Provider") and _____ ("Commercial Interest")

Definitions:

- Commercial Interest: Any entity producing, marketing, re-selling, or distributing health care goods or services consumed by, or used on, patients.
Commercial Support: Financial contributions given by a Commercial Interest which is used to pay all or part of the costs of a Medical Education activity.

Title of CME Activity: _____

Location: _____ Date(s): _____

Commercial Interest (Name/Branch/Division): _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

Contact Person: _____ E-mail: _____

The above Commercial Interest wishes to provide support for the named continuing medical education activity by means of:

a. Educational grant in the amount of \$ _____

b. Gift-In-Kind support* (e.g. equipment loan, donation of medical texts, etc.): Describe:

TERMS, CONDITIONS, AND PURPOSES

- 1. Statement of Purpose: This activity is for scientific and educational purposes only and will not promote the Commercial Interest's products, directly or indirectly.
2. Control of Content and Selection of Presenters and Moderators: The AANS is responsible for all decisions regarding the identification of educational needs, determination of learning objectives, selection and presentation of content, selection of all persons and organizations that will be in a position to control the content of the educational activity, selection of education methods, selection of target audience, selection of evaluation methods, and marketing.
3. Disclosure of Financial Relationships: AANS will ensure that the source of support from the Commercial Interest is disclosed to the learners in all medical education activities supported by the commercial funds prior to the start of the activity. This disclosure will not include the use of

trade name or a product-group message. The acknowledgment of support from the Commercial Interest will state the name of the company or institution and will not include corporate logos and slogans.

AANS will also ensure to disclose to the learners any significant relationship between the AANS and the Commercial Interest (e.g., grant recipient), or between individual speakers or moderators (and the significant others of those mentioned) and the Commercial Interest at the time of the activity.

4. **Involvement in Content:** There will be no “scripting,” emphasis, or influence on content by the Commercial Interest or its agents.
5. **Promotional Activity Guidelines:** No promotional activities will be permitted in the same room or obligate paths before, during, or after the educational activity. No product advertisements or literature of any kind will be permitted in the CME activity meeting space (including product specific name or logo on name badges, clothing, and table cloths).
6. **Objectivity and Balance:** AANS as accredited provider is required by the ACCME Standards of Commercial Support to ensure that the program be objective, balanced and scientifically rigorous. Commercial Interests shall not wear clothing or name badges that include product specific names/logos on them during the activity. Clothing and name badges with only the Commercial Interest’s logo are allowed.
7. **Content Validation:** AANS ensures that all the recommendations involving clinical medicine in a CME activity are based on evidence that is accepted within the profession of medicine as adequate justification for their indications and contraindications in the care of patients. All scientific research referred to, reported or used in CME in support or justification of a patient care recommendation must conform to the generally accepted standards of experimental design, data collection and analysis.
8. **Limitation of Data:** AANS as an accredited provider will ensure to the extent applicable, meaningful disclosure of limitations of data (e.g., ongoing research, interim analyses, preliminary data, or unsupported opinion).
9. **Discussion of Unapproved Uses:** AANS as an accredited provider will require that presenters disclose when a product is considered off-label or investigational.
10. **Opportunities for Debate:** For live presentations, the CME-accredited provider will ensure opportunities for questioning or scientific debate.
11. ***Donations of equipment, instrumentation, medical textbooks, or other gift-in-kind:** The value of any item(s), regardless of the amount, is used for internal record keeping purposes only. The AANS is unable to include the estimated value on a donor receipt or acknowledgement. It is the responsibility of the Commercial Interest to substantiate the fair market value, minus staff and shipping costs, for his/her own tax purposes. Consult your tax advisor/finance department to determine the tax implications of your donation.
12. **Independence in the Use of Contributed Funds:**
 - a. Educational Grant set forth above should be in the form of a check made payable to the **AANS** at 5550 Meadowbrook Dr., Rolling Meadows, IL 60008 and sent promptly upon execution of this Agreement.

- b. No other funds from the Commercial Interest shall be given to program directors, planning committee members, faculty, attendees, or any others in a position to control content relative to the specific activity.

AANS as Accredited Provider and the Commercial Interest agrees to:

1. Abide by all requirements of the Accreditation Council for Continuing Medical Education's (ACCME) *Standards for Commercial Support for Continuing Medical Education*.
2. Acknowledge educational support from the Commercial Interest in activity brochures, signage, AANS website, and other program materials consistent with the ACCME's *Standards for Commercial Support for Continuing Medical Education*.
3. Upon written request, furnish the Commercial Interest a report concerning the expenditure of the funds provided.

Those organizations found out of compliance with this agreement may not be invited to participate in subsequent CME activities sponsored or jointly provided by the AANS.

AGREED

For the Commercial Interest

Name: _____ Title: _____
(Please print)

Signature: _____ Date: _____

For the AANS

Name: _____ Title: _____
(Please print)

Signature: _____ Date: _____

AANS CME LOA revised 10-2014