

## LETTER OF AGREEMENT FOR COMMERCIAL SUPPORT

This Letter of Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and among the Carolina Ear Research Institute (CERI) Continuing Medical Education (CME) Program Office and the Commercial Interest named below, witnesses the following:

**CERI** (the “**Accredited Provider**”) is committed to presenting continuing medical education (“**CME**”) activities that promote improvements or quality in healthcare and are independent of the control of commercial interests. As part of this commitment, the **Accredited Provider** has outlined in this written letter of agreement the terms, conditions, and purposes of commercial support for the CME activity detailed below.

<b>Title of Activity:</b>	Otology for the Primary Care Physician
<b>Location:</b>	Carolina Ear Research Institute, Raleigh NC
<b>Date(s):</b>	Saturday, August 27, 2011
<b>Name of Commercial Interest:</b>	
<b>Amount/Type of Support:</b>	
<b>Educational Partner(s)</b> (if applicable):	NA

### Terms, Conditions, and Purposes

1. The **Commercial Interest**, the **Accredited Provider**, and the **Educational Partner(s)** (if applicable) agree to abide by all requirements of the Accreditation Council for Continuing Medical Education (ACCME) **Standards for Commercial Support of Continuing Medical Education**.
2. This activity is for scientific and educational purposes only and will not promote any specific proprietary business interest of the **Commercial Interest**.
3. The **Accredited Provider** 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 CME, selection of education methods, selection of target audience, evaluation of the activity, and marketing of the activity. The **Accredited Provider** may authorize the **Commercial Interest** to disseminate information about a CME activity to the medical community; however, the content of the activity remains the responsibility of the **Accredited Provider** and any such information must identify the educational activity as sponsored by the **Accredited Provider**.
4. The **Accredited Provider** and the **Commercial Interest** agree that the Commercial Support provided herein has not been determined in a manner which takes into account the volume or value of any referrals, financial relationship(s) or other business arrangement(s) otherwise existing between the parties for which payment may be made, in whole or in part, under any Federal or state health care program, including, without limitation, Medicare or Medicaid.
5. The **Commercial Interest** shall provide Commercial Support in the amount set forth above to the **Accredited Provider** promptly upon execution of this Agreement. The **Accredited Provider** will make all decisions regarding the disposition and disbursement of those funds.
6. The **Commercial Interest** will not require the **Accredited Provider** to accept advice or services concerning teachers, authors, participants or other education matters, including content, as conditions of receiving this grant.
7. All commercial support associated with this activity will be given with the full knowledge and approval of the **Accredited Provider**. The **Commercial Interest** agrees that no other payments shall be given to the director of the activity, planning committee members, teachers or authors, or any others involved with the supported activity.

## Terms, Conditions, and Purposes (continued)

8. The funds provided under this grant are not intended to defray or pay any costs for exhibit space.
9. Product-promotion material or product-specific advertisement of any type is prohibited in the same room before, during, or after 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 the CME activity. The **Commercial Interest** may not engage in sales or promotional activities while in the space or place of the CME activity.
10. The **Commercial Interest** may not be the agent providing the CME activity to the learners.
11. 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 activity brochures, syllabi, and/or other activity 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.
12. The **Accredited Provider** will, upon request, furnish the **Commercial Interest** with documentation detailing the receipt and expenditure of the Commercial Support. The **Accredited Provider** agrees that the Commercial Support will be used only for the support of the defined **CME Activity**.
13. **Funds should be in the form of an unrestricted educational grant. The check should be made payable and mailed to: Carolina Ear Research Institute, 3100 Duraleigh Road, Suite 301, Raleigh NC 27612 (Tax ID #56-1848758).**

This **Agreement** constitutes the entire agreement between the parties relating to the supported activity and supersedes all other agreements, express or implied, between the parties as to its subject matter. This **Agreement** may be modified only by a writing signed by both parties which states it is an amendment to this **Agreement**. This **Agreement** shall be governed by and construed in accordance with the laws of the State of North Carolina.

### Accredited Provider: Carolina Ear Research Institute CME Program Office

Tax ID Number **56-1848758**

Contact Person Teddie Bishop, CME Coordinator

Email tbishop@carolinaear.us

Contact Person Stacy Flannery, Project Manager

Email sflannery@carolinaear.us

Phone Number (919) 850-4327

Fax (919) 876-1060

### Commercial Interest:

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

Email Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

### Agreed by Authorized Representatives

#### Accredited Provider

#### Commercial Interest

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Teddie Bishop \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

CME Coordinator \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_