

## LETTER OF AGREEMENT

For

Commercial Support of Educational Activity

Between

The University of Florida Board of Trustees for the Benefit of  
The College of Medicine Continuing Medical Education ("University")

And

\_\_\_\_\_  
("Company")

Title of Educational Activity  
CME Activity ("Activity"):

Location of Activity:

Date(s) of Activity:

Commercial Supporter  
Name/Division ("Company")

Contact Person (Representative):

Address:

City, State, and Zip:

Telephone:

Fax:

Email:

### 1. Purpose and Amount of Educational Grant:

- a. Company agrees to provide support for the above named Activity by means of an unrestricted educational grant to University for support of the Activity in the form of (please select one or more of the following):

Financial support in the amount of: \$ \_\_\_\_\_

In-Kind Support in the form of:

- Durable equipment     Facilities/Space     Disposable supplies (Non-biological)  
 Animal parts or tissue     Human parts of tissue     Other

Please describe: \_\_\_\_\_

- b. University and Company agree the Activity is intended for scientific and educational purposes only and shall not promote the Company's product(s), directly or indirectly, but shall be an independent and non-promotional activity focused on educational content free from commercial influence or bias.

- c. Company shall make payment of the educational grant by check made payable to the UNIVERSITY OF FLORIDA (FEID 59-6002052).

**2. Content of Educational Activity:**

- a. University shall maintain full control over the Activity's content and selection of the faculty, presenters or moderators.
- b. Company shall not script, target points for emphasis, or otherwise influence the Activity's content, nor condition the educational grant upon Company's involvement in the Activity agenda, choice of topics, content, selection and recruitment of presenters or moderators, or site selection.
- c. University and Company agree that the central theme of the Activity shall not be based on a single product marketed by the company or a competing product, except when existing treatment options are so limited as to preclude any meaningful discussion of alternative therapies.
- d. University and Company agree that the Activity shall provide an opportunity for attendees to engage in meaningful discussion or questioning during or immediately following the Activity.

**3. Disclosures and Limitation on Promotional Activities:**

- a. University shall disclose to the audience, at the time of the Activity (1) Company's funding of the Activity and (2) any significant relationship between University, presenters or moderators, and Company.
- b. University and Company agree that Activity Audience selection shall not be directed or influenced by Company's sales or marketing goals.
- c. Company agrees that no information about Company's product presented during the Activity shall be disseminated in the meeting room. No promotional activities such as presentations by sales representatives or promotional exhibits shall take place in the meeting rooms.

**4. Other Payment or Support:**

- a. Company agrees that no payment other than the unrestricted educational grant that is the subject of this Agreement shall be given to the Activity director, planning committee members, teachers or authors, joint sponsor, or any others involved with the Activity.
- b. Company agrees that all other support associated with the Activity (e.g. distributing brochures, etc.) shall be disclosed to University and shall require University's prior written approval.

**5. Compliance with FDA, ACCME and other Guidelines:**

- a. University and Company agree that they intend to fully comply with the standards and requirements of the Accreditation Council for Continuing Medical Education (ACCME) including the ACCME "Standards for Commercial Support for Continuing Medical Education" and the Food and Drug Administration Guidance on Industry-Supported Scientific and Educational Activities. University and Company also agree that they intend to fully comply with other appropriate guidelines such as the PhRMA Code and AdvaMed Code of Ethics for Interactions with Healthcare Professionals.

**6. Miscellaneous:**

- a. This Agreement shall become effective upon execution by both parties (the "Effective Date"), and shall continue until activity and payment are complete, unless the Agreement is terminated as provided herein. Either party may terminate the Agreement upon thirty (30) days written notice to the other party at any time, with or without cause. In the event of termination, Company shall only be responsible for paying University those amounts actually spent, or irrevocably committed by University with respect to the Activity.
  
- b. The relationship created by this Agreement is one of independent contractors. Nothing in this Agreement shall be construed to create any other relationship between the parties. This Agreement does not constitute either party as the agent, legal representative, or employee for any purpose whatsoever of the other party, and neither party is hereby granted any right or authority to assume or create any obligation for or on behalf of, or in the name of, or in any way bind the other party.
  
- c. The failure or delay of either party to insist upon the strict performance of any term, condition, or covenant of this Agreement, or to exercise any right, power, or remedy hereunder or consequent upon a breach hereof shall not constitute a waiver of any such term, condition, covenant, right, power, or remedy or of any such breach or preclude the parties from exercising any such right, power, or remedy at any later time or times. Any waiver or consent given hereunder shall be effective only in the specific instances and for the specific purpose for which it is granted.

**AGREED TO AS ABOVE BY:**

**UNIVERSITY OF FLORIDA**

Signature: \_\_\_\_\_  
Name: Marvin A. Dewar, MD, JD  
Title: Sr. Associate Dean, UF Continuing Medical Education  
Date: \_\_\_\_\_

**COMPANY:** \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Return Signed Document To:  
University Of Florida  
Continuing Medical Education

<u>Mailing Address</u>	<u>Street Address</u>
PO Box 100233	720 SW 2nd Ave, Suite 575
Gainesville, FL 32610-0233	Gainesville, FL 32601
Phone: (352) 733-0064	