



SPONSORSHIP LETTER OF AGREEMENT

REGARDING TERMS, CONDITIONS AND PURPOSES OF A SPONSORSHIP between the **American Society for Metabolic and Bariatric Surgery (the "Accredited Provider")**

and the Joint Provider:

Joint Provider's Legal Name: _____
Address: _____
City, State, Zip: _____

And the Ineligible Company:

Grantor's Full Legal Name: _____
Address: _____
City, State, Zip: _____
Telephone: _____
Contact Person: _____
E-Mail Address: _____

The parties have agreed that the Grantor shall contribute funds to the Joint Provider for continuing medical education activities, on the following terms and conditions:

Activity

Name or Title: _____
Description of CME Activity: _____
Start Date: _____
End Date: _____

The above company wishes to provide support for the named continuing medical education activity by supporting a ***sponsorship and/or educational grant***, listed below as:

Sponsorship

Platinum Level: _____
Gold Level: _____
Silver Level: _____
Bronze Level: _____

Itemized Sponsorship: _____
Itemized Sponsorship: _____
Educational Grant: _____

Total Sponsorship Dollars Due: _____
Total Educational Grant Dollars Due: _____



Conditions

1. Definitions:

- **Ineligible Companies:** are those whose primary business is producing, marketing, selling, re-selling, or distributing healthcare products used by or on patients.
- **Eligible Organizations:** are those whose mission and function are: (1) providing clinical services directly to patients; or (2) the education of healthcare professionals; or (3) serving as fiduciary to patients, the public, or population health; and other organizations that are not otherwise ineligible.
- **Joint Provider:** The ACCME defines joint providership as the providership of a CME activity by one or more accredited and one or more nonaccredited organizations.
- **Commercial Support:** Financial, or in-kind, contributions given by a Commercial Interest which is used to pay all or part of the costs of a Continuing Medical Education activity.

2. Decision-making and disbursement: The Joint Provider must make all decisions regarding the receipt and disbursement of the commercial support.

- Ineligible companies must not pay directly for any of the expenses related to the education or the learners.
- The Joint Provider may use commercial support to fund honoraria or travel expenses of planners, faculty, and others in control of content for those roles only.
- The Joint Provider must not use commercial support to pay for travel, lodging, honoraria, or personal expenses for individual learners or groups of learners in accredited education. ● The Joint Provider may use commercial support to defray or eliminate the cost of the education for all learners.

2. Agreement: The terms, conditions, and purposes of the commercial support must be documented in an agreement between the ineligible company and the Joint Provider. The agreement must be executed prior to the start of the accredited education. An Joint Provider can sign onto an existing agreement between an Joint Provider and a commercial supporter by indicating its acceptance of the terms, conditions, and amount of commercial support it will receive.

3. Accountability: The Joint Provider must keep a record of the amount or kind of commercial support received and how it was used, and must produce that accounting, upon request, by the accrediting body or by the ineligible company that provided the commercial support.

4. Disclosure to learners: The Joint Provider must disclose to the learners the name(s) of the ineligible company(ies) that gave the commercial support, and the nature of the support if it was in-kind, prior to the learners engaging in the education. Disclosure must not include the ineligible companies' corporate or product logos, trade names, or product group messages.



Refer to: ACCME Standard 4

5. Commercial Exhibitors/Vendors and Advertisement: Commercial exhibits or vendors who advertise are not continuing medical education. The fees paid by commercial interest to providers for exhibits and advertisements are not considered to be commercial support, however providers must meet certain requirements if commercial exhibits or advertisements accompany CME activities.

6. Manage Ancillary Activities Offered in Conjunction with Accredited Continuing Education:

Joint Providers are responsible for ensuring that education is separate from marketing by ineligible companies—including advertising, sales, exhibits, and promotion—and from nonaccredited education offered in conjunction with accredited continuing education.

- Arrangements to allow ineligible companies to market or exhibit in association with accredited education must not:
 - Influence any decisions related to the planning, delivery, and evaluation of the education.
 - Interfere with the presentation of the education.
 - Be a condition of the provision of financial or in-kind support from ineligible companies for the education.
- The Joint Provider must ensure that learners can easily distinguish between accredited education and other activities.
- Live continuing education activities: Marketing, exhibits, and nonaccredited education developed by or with influence from an ineligible company or with planners or faculty with unmitigated financial relationships must not occur in the educational space within 30 minutes before or after an accredited education activity. Activities that are part of the event but are not accredited for continuing education must be clearly labeled and communicated as such.
- Print, online, or digital continuing education activities: Learners must not be presented with marketing while engaged in the accredited education activity. Learners must be able to engage with the accredited education without having to click through, watch, listen to, or be presented with product promotion or product-specific advertisement.
- Educational materials that are part of accredited education (such as slides, abstracts, handouts, evaluation mechanisms, or disclosure information) must not contain any marketing produced by or for an ineligible company, including corporate or product logos, trade names, or product group messages.
- Information distributed about accredited education that does not include educational content, such as schedules and logistical information, may include marketing by or for an ineligible company.
- Ineligible companies may not provide access to, or distribute, accredited education to learners

Refer to: ACCME Standard 5



7. **Limitations on Data:** Sponsor will ensure, to the extent possible, meaningful disclosure of limitations on data, e.g. ongoing research, interim analyses, preliminary data, or unsupported opinion.

8. **Objectivity and Balance:** ASMBS will make every effort to ensure that data regarding the Company's products (or competing products) are objectively selected and presented, with favorable and unfavorable information and balanced discussion of prevailing information on the product(s) and/or alternative treatments.

9. **Endorsement:** Acceptance of support does not constitute real or implied endorsement of any company subsidizing costs related to the activity.

10. **Ancillary, Affiliate, Private, Social Events and Corporate Sponsored Symposia:** Social events shall not compete with, nor take precedence over, the educational activity. The appropriateness of the social event is at the sole discretion of Sponsor, and Sponsor shall have final authority in the production of the social event. All events must be approved by the ASMBS.

11. **Exhibits:** Arrangements to allow ineligible companies to market or exhibit in association with accredited education must not:
 - Influence any decisions related to the planning, delivery, and evaluation of the education.
 - Interfere with the presentation of the education.
 - Be a condition of the provision of financial or in-kind support from ineligible companies for the education.

12. **Cancellation:** In the event the sponsor wishes to cancel their sponsorship, upon approval from the ASMBS Meeting, the funds may be transferred to a similar or like opportunity if time permits. No refunds are provided.

13. **ACCME:**

The Company agrees to: abide by all requirements of the ACCME Standards for Integrity and Independence in Accredited Continuing Education.

The Joint Provider agrees to:

 - Abide by the ACCME Standards for Integrity and Independence in Accredited Continuing Education;
 - Acknowledge educational support from the commercial company in program brochures and other program materials, and
 - Upon request, furnish the commercial supporter a report concerning the expenditures of funds provided.



ASMBS reserves the right to allow immediate and last-minute revocation of accreditation without penalty to the accredited provider for any issues related to compliance with the accreditation standards including content validity.

This **Agreement** constitutes the entire agreement between the parties relating to the **Commercial Support referenced above** 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 Florida.

AGREED

Ineligible Company Representative

Name (print): _____

Title: _____

Signature: _____ Date: _____

Joint Provider

Name (print): _____

Title: _____

Signature: _____ Date: _____

Accredited Provider

Name (print): _____

Title: _____

Signature: _____ Date: _____