

Letter of Agreement for Educational Grant CME Activities

Between the American Association of Neurological Surgeons (AANS), ("CME Accredited Provider") and ("Ineligible Company")

Definitions:

- **Ineligible Company:** 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 an Ineligible Company, which is used to pay all or part of the costs of a continuing medical education (CME) activity.

Title of CME Activity:

Location:

Date(s):

Ineligible Company (Name/Branch/Division):

Address:

City, State, Zip:

Telephone:

Contact Person:

E-mail:

The above Ineligible Company wishes to provide support for the named continuing medical education (CME) activity by means of:

- ☐ Educational grant in the amount of
- ☐ Gift-In-Kind support* (e.g. equipment loan, donation of medical supplies, etc.):
Describe:

TERMS, CONDITIONS, AND PURPOSES

1. **Statement of Purpose:** This activity is for scientific and educational purposes only and will not promote the Ineligible Company'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 disclose the source and nature of support from the Ineligible Company to the learners in all CME activities supported by the commercial funds prior to the start of the activity.

AANS will also ensure to disclose all relevant financial relationships of individuals in control of the CME content with any and all ineligible companies prior to the start of the activity. AANS will also disclose that all relevant financial relationships have been mitigated prior to the activity.

All disclosures to learners will not include ineligible companies' corporate logos, slogans, trade names or product-group messages.

4. **Involvement in Content:** There will be no "scripting," emphasis, or influence on content by the Ineligible Company or its agents.
5. **Promotional Activity Guidelines:** No promotional activities, product advertisements or literature of any kind will be permitted in the CME activity space (including product specific names or logos) within 30 minutes before or after the CME activity. Activities that are part of the event but not accredited for CME will be clearly labeled and communicated as such to learners. Learners must not be presented with marketing materials from ineligible companies nor presented with product promotion or product-specific advertisement while engaging in print, online or digital continuing medical education.
6. **Objectivity and Balance:** AANS as an accredited provider is required by the ACCME Standards for Integrity and Independence in Accredited Continuing Education to ensure that the program be objective, balanced and scientifically rigorous. Representatives of Ineligible Companies shall not wear clothing or name badges that include product specific names/logos on them during the activity. Ineligible Company representative must wear the AANS badges designed to clearly distinguish them from course faculty and attendees.
7. **Content Validation:** All the recommendations for patient care in continuing medical education must be based on current science, evidence, and clinical reasoning, while giving a fair and balanced view of diagnostic and therapeutic options. 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, analysis and interpretation.
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 Ineligible Company 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 Ineligible Company 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 an Accredited Provider and the Ineligible Company agree to:

1. Abide by all requirements of the Accreditation Council for Continuing Medical Education's (ACCME) *Standards for Integrity and Independence in Accredited Continuing Education*.
2. Acknowledge educational support from the Ineligible Company in activity brochures, signage, AANS website, and other program materials consistent with the ACCME's *Standards for Integrity and Independence in Accredited Continuing Education*.
3. Upon written request, furnish the Ineligible Company with a record of the amount or kind of commercial support received and how it was used.

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 Ineligible Company

Name: _____ Title: _____
(Please print)

Signature: _____ Date: _____

For the Joint Provider

Name: _____ Title: _____
(Please print)

Signature: _____ Date: _____

For the AANS

Name: _____ Title: _____
(Please print)

Signature: _____ Date: _____