

MEDICAL SOCIETY OF THE STATE OF NEW YORK

Written Agreement For Commercial Support

The Medical Society of the State of New York is committed to presenting CME activities that promote improvements or quality in healthcare and are independent of the control of ineligible companies (formerly known as commercial interests). As part of this commitment, MSSNY has outlined in this written agreement the terms, conditions, and purposes of commercial support for its CME activities. Commercial Support is defined as financial, or in-kind, contributions given by an ineligible company¹, which is used to pay all or part of the costs of a CME activity.

Title of CME Activity	
Activity Location	Activity Date
Name of Ineligible Company	
Amount of Educational Grant (direct or in-kind)	

Terms, Conditions, and Purposes

Independence

1. This activity is for scientific and educational purposes only and will not promote any specific proprietary business interest of the Commercial Interest.
2. The Accredited Provider is responsible for all decisions regarding the identification of educational needs, determination of educational 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, and the evaluation of the activity.

Appropriate Use of Commercial Support

3. The Accredited Provider will make all decisions regarding the disposition and disbursement of the funds from the Commercial Interest.
4. The Commercial Interest will not require the Accredited Provider to accept advice or services concerning teachers, authors, or participants or other education matters, including content, as conditions of receiving this grant.
5. All commercial support associated with this activity will be given with the full knowledge and approval of the Accredited Provider. No other payments shall be given to the director of the activity, planning committee members, teachers or authors, joint sponsor, or any others involved with the supported activity.
6. The Accredited Provider will upon request, furnish the Commercial Interest documentation detailing the receipt and expenditure of the commercial support.

Commercial Promotion

7. Product-promotion material or product-specific advertisement of any type is prohibited in or during 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 a CME activity. Ineligible companies may not engage in sales or promotional activities while in the space or place of the CME activity.
8. The Commercial Interest may not be the agent providing the CME activity to the learners.

Disclosure

9. 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 program brochures, syllabi, and other program 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.

¹ The ACCME defines an **ineligible company** as those whose primary business is producing, marketing, selling, re-selling, or distributing healthcare products used by or on patients. (Effective 1/22) Within the context of this definition and limitation, MSSNY considers the following types of organizations to be eligible for accreditation and free to control the content of CME: organizations 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.

The Commercial Supporter and The Medical Society of the State of New York agree to abide by all requirements of the Accreditation Council for Continuing Medical Education (ACCME) **Standards for Integrity and Independence in Accredited Continuing Education.**

Name of Accredited Provider

Tax ID Number	
Contact Person	Email Address
Phone Number	Fax Number

Educational Partner (if applicable)

Contact Person	_____	Email Address	_____
Phone Number	_____	Fax Number	_____
Tax ID Number	_____		

Name of Ineligible Company

Address	
City, State, Zip	
Contact Person	Email Address
Phone Number	Fax Number

Agreed by Authorized Representatives

Ineligible Company

Signature and Date

Print Name

Title

Accredited Provider

Signature and Date

Print Name

Title

Educational Partner (If applicable)

Signature and Date

Print Name

Title