



LETTER OF AGREEMENT FOR COMMERCIAL SUPPORT OF A LIVE CME ACTIVITY

PENNSYLVANIA OSTEOPATHIC MEDICAL ASSOCIATION
1330 Eisenhower Boulevard, Harrisburg, PA 17111

Overview of POMA's Commercial Support Letter of Agreement:

The Pennsylvania Osteopathic Medical Association (POMA) is accredited by the AOA to provide CME for physicians. POMA is committed to presenting CME activities that promote improvements or quality in health care and are independent of the control of commercial interests. As part of this commitment, POMA 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 a commercial interest, which is used to pay all or part of the costs of a CME activity. A commercial interest is defined as any entity producing, marketing, re-selling, or distributing health care goods or services consumed by, or used on, patients. The following are not considered to be commercial interests: 501-C non-profit or government; non-health care related companies; liability insurance providers; health insurance providers; group medical practices; for-profit hospitals; for-profit rehabilitation centers; for-profit nursing homes; blood banks; and diagnostic laboratories. Commercial exhibits and advertisements are promotional activities, which must be kept separate from the educational activity. Monies paid by commercial interests for these promotional opportunities are not considered to be "commercial support" of a CME activity.

A Commercial Support Letter of Agreement (LOA) is required for any commercial support given for an activity. The LOA must be signed by a representative of the commercial interest and POMA's CEO. The LOA contains the name of the commercial interest and POMA; the titles, dates and location of the educational activity; the amount of funds to be given by the commercial interest; the terms, conditions and purposes of the commercial support. POMA has a standard LOA, however, the commercial interest may request that their LOA is used. This is acceptable as long as the agreement contains the information above.

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. POMA 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. POMA will make all decisions regarding the disposition and disbursement of the funds from the commercial interest. It is POMA's responsibility to identify financial needs for the meeting and solicit the appropriate amount of funds. It is not ethical or acceptable for a commercial interest to approach POMA and promise a certain amount of funds contingent on adding something to the activity.
4. The commercial interest will not require POMA to accept advice or services concerning teachers, authors, or participants or other education matters, including content.
5. All commercial support associated with this activity will be given with the full knowledge and approval of POMA. 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. POMA will upon request, furnish the commercial interest with documentation detailing the receipt and expenditure of the commercial support.

Guidelines for Exhibits and Commercial Promotion

7. Exhibits and advertising at an event must be kept separate from the educational activity.
8. Commercial support and exhibit or advertising fees must be collected and accounted for separately in order to ensure that the management of each type of income is being handled appropriately.
9. Arrangements and position for commercial exhibits or advertisements cannot be a condition of commercial support for an educational activity.
10. Representatives of commercial interests cannot engage in sales or promotional activities while in the space or place of a CME activity.
11. Promotional materials or advertisements cannot be displayed or distributed in an educational space immediately before, during or after an educational activity.
12. For on-site brochures and information, advertisements and promotional materials can be included, but cannot be interleaved within the pages of the educational content.
13. Exhibitors can be acknowledged in an advertisements section, but this acknowledgement should not be intermingled with educational materials.
14. Educational materials that are part of an educational activity cannot contain any advertising, corporate logo, trade name or product-group message.
15. The commercial interest may not be the agent providing the CME activity to the learners.

Disclosure

16. POMA 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 at the time of the activity. This disclosure will not include the use of a logo, trade name or a therapeutic class or group message.
17. It is not appropriate to identify specific commercial support during educational activities.

Guidelines for the Use of Commercial Support

18. All commercial support must be paid to POMA. A commercial interest cannot pay for any portion of the educational activity directly. This includes but is not limited to: honoraria, food and beverage, meeting space, travel expenses
19. If a teacher listed on the agenda is facilitating or conducting a presentation or session, but participates in the remainder of the educational activity as a learner, their expense can be reimbursed and honoraria can be paid for their teacher role only.
20. Commercial support cannot be used to pay for travel, lodging or personal expenses of non-faculty participants of a CME activity with the exception of bona fide employees or volunteers of POMA.
21. A commercial interest may require evidence that the funds were used in compliance with the LOA and may request that any unused funds be returned. If applicable, these terms will be outlined in the LOA.

CME Activity Information		
Activity Title:	POMA 112th Annual Clinical Assembly & Scientific Seminar	
Activity Location:	Radisson Valley Forge & Valley Forge Event Center, 1160 1st Avenue, King of Prussia, PA 19406	
Activity Date:	April 29 - May 2, 2020	
Provider Information		
CME Accredited Provider:	Pennsylvania Osteopathic Medical Association	
Accredited Provider Tax ID#:	23-0959504	
Accredited Provider Contact Person:	Diana M. Ewert, MPA, CAE – POMA CEO	
	dewert@poma.org	717-939-9318 x110
Commercial Interest Information		
Name of Commercial Interest:	Official Company Name (be sure to provide the official company name as you would like it to appear in printed materials for attribution)	
Address:	Address	
Commercial Interest Contact Person:	Name	
	Email	Phone
The above commercial interest wishes to provide support for the named continuing medical education activity by means of the option(s):		
Support will be used for:	<input type="checkbox"/> Sponsorship Opportunity: Sponsorship Opportunity	
	<input type="checkbox"/> Product Theater Function: Product Theater Function	
	<input type="checkbox"/> Speaker(s): Speaker Name(s)	
	<input type="checkbox"/> Support for catering functions (specify): Catering Functions	Amount \$Catering Value
	<input type="checkbox"/> Other (equipment loan, brochure, distribution, etc.) Other	
Amount made payable to "POMA":	\$Value of Grant	

AGREED TO BY AUTHORIZED REPRESENTATIVES:

Company Name and POMA agree to abide by all requirements of the Standards for Commercial Support and the terms of this agreement.

COMMERCIAL INTEREST

ACCREDITED PROVIDER

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date