

**LETTER OF AGREEMENT**

The **American Academy of Pediatrics (AAP)**, the accredited provider, has outlined in this written agreement the terms, conditions, and purposes of support from ineligible companies for its continuing medical education (CME) activities. Commercial support is defined as financial, or in-kind, contributions given by an ineligible company, which is used to pay all or part of the costs of a CME activity. Ineligible companies are those whose primary business is producing, marketing, selling, re-selling, or distributing healthcare products used by or on patients.

**Title of Activity**: \_\_\_\_\_

**Activity Location:**  \_\_\_\_\_\_

**Activity Start/End Date(s)**: \_\_\_\_\_\_

**Name of Ineligible Company** (formerly “commercial interest/supporter”): \_\_\_\_\_\_

The above ineligible company hereby agrees to provide support for the named CME activity by means of (*indicate which option*):

 - **Educational grant**, made payable to the American Academy of Pediatrics, in the **amount** of: $\_\_\_\_\_\_\_

 - **In-kind contribution** - *please select the appropriate category(ies) and describe*:

 \_\_\_Durable equipment - \_\_\_\_\_

 \_\_\_Facilities/Space - \_\_\_\_\_

 \_\_\_Disposable supplies (Non-biological) - \_\_\_\_\_

 \_\_\_Animal parts or tissue - \_\_\_\_\_

 \_\_\_Human parts of tissue - \_\_\_\_\_

 \_\_\_Other – Please describe - \_\_\_\_\_

**The commercial support will be used for the following:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Terms, Conditions, and Purposes**

 1. **Statement of Purpose:** The activity is for scientific and educational purposes only and will not directly or indirectly promote a specific proprietary business interest of the ineligible company.

 2. **Independence:** The AAP is fully responsible for the planning, development, implementation, and evaluation of the activity. This includes the: (a) identification of educational needs; (b) determination of educational objectives; (c) selection and presentation of content; (d) selection of all persons (“faculty”) and organizations that will be in a position to control the content of the activity; (e) selection of educational methods; and (f) evaluation of the activity. The development and operation of this activity will be done independent of the ineligible company. The ineligible company will not directly or indirectly influence or control the content, selection of faculty, or any other aspect of the activity. Ineligible companies may not provide access to, or distribute, accredited education to learners.

3. **Disclosure:** The AAP will ensure that the source of all support from ineligible companies is disclosed to learners. When commercial support is “in-kind,” the nature of the support will be disclosed to learners. Disclosure will not include the use of a corporate logo, trade name or a product-group message of an ACCME-defined ineligible company. The AAP will disclose the commercial support to learners prior to the beginning of the activity.

1. **Commercial Promotion:** A ineligible company may not be the agent providing an activity to learners. Arrangements for commercial exhibits or advertisements cannot influence planning or interfere with the presentation, nor can they be a condition of the provision of commercial support for activities. Product-promotion material or product-specific advertisement of any type is prohibited in or during activities. Educational materials that are part of the 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. Individuals involved with planning and delivery of the activity may not actively promote or sell products or services that serve their professional or financial interests during the education. The juxtaposition of editorial and advertising material on the same products or subjects must be avoided. Live or enduring promotional activities must be kept separate from education. (a) For **live, face-to-face activities**, advertisements and promotional materials cannot be displayed or distributed in the educational space 30 minutes before, during, or 30 minutes after an activity. Activities that are part of the event but are not accredited must be clearly labeled and communicated as such. Representatives of ineligible companies cannot engage in sales or promotional activities while in the space or place of the activity. (b) For **print**, learners must not be presented with marketing while engaged in the activity, advertisements and promotional materials will not be interleafed within the pages of the activity content. Advertisements and promotional materials may face the first or last pages of printed content as long as the materials are not related to the content they face and are not paid for by the ineligible companies of the activity. (c) For **computer-based**, advertisements and promotional materials will not be visible on the screen at the same time as the content and not interleafed between computer “windows” or screens of the content. Also, activities may not be placed on a Web site owned or controlled by an ineligible company. With clear notification that the learner is leaving the educational Web site, links from the AAP Web site to pharmaceutical and device manufacturers’ product Web sites are permitted before or after the educational content of an activity but shall not be embedded in the educational content of the activity. Advertising of any type is prohibited within the educational content of activities on the Internet including, but not limited to, banner ads, subliminal ads, and pop-up window ads. Learners must be able to engage with the education without having to click through, watch, listen to, or be presented with product promotion or product-specific advertisement. (d) For **audio and video recording**, advertisements and promotional materials will not be included within the activity, there will be no “commercial breaks.” (e) For **Journal-based activities**, none of the elements of the journal-based activity can contain any advertising or product group messages of ineligible companies. The learner must not encounter advertising within the pages of the article or within the pages of the related questions or evaluation materials.
2. **Objectivity, Balance, and Content and Format Without Commercial Bias:** The AAP requires that the content of its activities be balanced, independent, objective, scientifically rigorous and support safe, effective patient care. The content or format of the activity or its related materials will promote improvements or quality in healthcare and not a specific proprietary business interest of an ineligible company. Content will give a balanced view of therapeutic options. Use of generic names will contribute to this impartiality. If the educational material or content includes trade names, where available trade names from several companies should be used, not just trade names from a single company.
3. **Discussion of Unapproved Uses:** The AAP will disclose that the activity may include discussions or demonstrations of pharmaceuticals and/or medical devices that are not approved by the U.S. Food and Drug Administration and/or medical or surgical procedures that involve an unapproved or “off-label” use of an approved device or pharmaceutical.
4. **Appropriate Use of Commercial Support:** The AAP will make all decisions regarding the disposition and disbursement of commercial support. The AAP cannot be required by an ineligible company to accept advice or services concerning teachers, authors, or participants or other education matters, including content, from an ineligible company as conditions of contributing funds or services. The AAP will not share the names or contact information of learners with any ineligible company or its agents without the explicit consent of the individual learner. All commercial support associated with the activity must be given with the full knowledge and approval of the AAP. The AAP, joint provider, or designated educational partner must pay directly any teacher or author honoraria or reimbursement of out-of-pocket expenses in compliance with AAP written policies and procedures. No other payment shall be given to the director of the activity, planning group/editorial board members, teachers or authors, joint provider, or any others involved with the supported activity. Commercial support funds may not be used to pay for travel, lodging, honoraria, or personal expenses for non-teacher or non-author participants of an activity. Commercial support may be used to pay for travel, lodging, honoraria, or personal expenses for bona fide employees and volunteers of the AAP, joint provider or educational partner.

The AAP and \_\_\_\_\_\_\_\_\_\_\_\_ (ineligible company) agree to abide by the ACCME’s Standards for Integrity and Independence in Accredited Continuing Education. Upon request, the AAP will furnish the ineligible company documentation concerning the receipt and expenditure of the commercial support.

**Agreed by Authorized Representatives**

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| **Ineligible Company Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Contact Person\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address, City, State, Zip Code\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone Fax\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email Address |  **American Academy of Pediatrics:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature Date\_\_\_Kerri Leo\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name\_\_\_Director, Accreditation Services\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Contact Person 345 Park Blvd., Itasca, IL 60143Address, City, State, Zip Code630/626-6652 847/434-8000Phone Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email Address |
| **Joint Provider (AAP Chapter/District): \_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Contact Person\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address, City, State, Zip Code\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone Fax\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email Address |  |

Revised March 2022