

Agreement for Participation & Conduct by Commercial Interests at CME Activities

The Accreditation Council for Continuing Medical Education (“ACCME”) defines a Commercial Interest as “any entity producing, marketing, re-selling, or distributing health care goods or services consumed by, or used on, patients. The ACCME does not consider providers of clinical service directly to patients to be commercial interests.”

_____ (“Company”) agrees that it is an ACCME defined Commercial Interest and thereby agrees to the following in conjunction with a CME activity accredited by the Washington State Medical Association (WSMA) and, if applicable, the joint provider _____ (“Joint Provider”):

1. Arrangements for commercial exhibits and/or promotional activities and/or In-Kind Support cannot influence planning or interfere with the presentation, nor can they be a condition of the provision of commercial support for the CME activity.
2. Exhibit and/or Promotional Activity fees are not considered commercial support of the CME activity and will not be acknowledged as educational grants.
3. The Company must be granted prior approval from the WSMA if the Company desires to provide funds or in-kind support for the use of social events and/or promotional activities. Such funds are considered to be commercial support, which requires a separate Letter of Agreement. The Company must provide all funds approved for such events to the WSMA, or, when applicable, to its Joint Provider, for distribution. No other payments shall be given to the director of the activity, planning committee members, teachers or authors, Joint Provider, or any others involved with the supported activity.
4. Live (staffed exhibits, presentations) or enduring (printed or electronic advertisements) promotional activities must be kept separate from CME.
5. Social events or promotional activities at the CME activity cannot compete with or take precedence over the CME activity. Industry-sponsored social events or promotional activities, including Company-sponsored social events or promotional activities, must be approved by the WSMA, even if the events are off-site.
6. The WSMA reserves the right to refuse exhibit space or promotional activity space for any reason. The WSMA reserves the right to close an exhibit or promotional activity for any reason. In addition, any representatives of Company who conduct themselves unethically or outside the guidelines provided by the WSMA may be asked to remove their Company’s exhibit. The Joint Provider can exercise these rights on behalf of the WSMA if the WSMA is not present.
7. Adherence to Guidelines – It is the responsibility of Company to distribute the guidelines below to all Company representatives attending the CME activity and/or working the exhibit space.

Company agrees that its actions, and the actions of its representatives, shall not violate the following guidelines:

1. Product-promotion materials or product-specific advertisement of any type is prohibited in or during CME activities.
2. Advertisements and promotional materials cannot be displayed or distributed in the educational space immediately before, during or immediately after the CME activity.
3. Educational materials that are used during a CME activity cannot contain any advertising, corporate logo, tradename, or a product group message of an ACCME defined commercial interest.
4. Representatives of Company can attend the CME activity at the discretion of the WSMA or Joint Provider but cannot engage in sales or promotional activities while in the space of the CME activity as determined by the WSMA or Joint Provider, if applicable, consistent with the ACCME guidance. Representatives of Company must remove their company name badges and anything with a corporate logo, tradename or a product group message while in the educational space of the CME activity.
5. Representatives of Company cannot act as agents providing CME to learners.

Conditions & Guidelines Agreement Statement: The Company, WSMA and its Joint-Provider (if applicable) agree to abide by all requirements of the **ACCME Standards for Commercial Support**.

Execution by Counterparts: This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single Agreement.

Duration: This agreement shall remain in effect until one or more parties terminate the agreement in writing.

Photo Release Waiver: By signing this Agreement, Company hereby grants the WSMA permission to use its likeness in a photograph, video, or other digital media in any and all WSMA publications, including web-based publications, without payment or other consideration.

COMPANY

_____ **Signature**
_____ **Printed Name**
_____ **Company Name**
_____ **Title**
_____ **Date**

WSMA REPRESENTATIVE

_____ **Signature**
_____ **Printed Name**
_____ **Title**
_____ **Date**

WSMA JOINT PROVIDER REPRESENTATIVE

_____ **Signature**
_____ **Printed Name**
_____ **Title**
_____ **Date**