

**Baylor College of Medicine
Office of Continuing Medical Education**

**AGREEMENT FOR SUPPORT OF A
CONTINUING MEDICAL EDUCATION ACTIVITY
Between
Baylor College of Medicine (“Accredited Provider”)
and
 (“Supporter”)**

Baylor College of Medicine is accredited by the Accreditation Council for Continuing Medical Education (ACCME) to provide continuing medical education (CME) for physicians and is committed to presenting CME activities that promote improvements or quality in healthcare and are independent of the control of commercial interests (proprietary entities producing healthcare goods or services). As part of this commitment, Baylor College of Medicine has outlined in this 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 are used to pay all or part of the costs of a CME activity.

Activity	Environmental Health is a VERB: Building Healthy Children		
Date(s)	March 16, 2007	Location-City/State	Denton A. Cooley Auditorium, Houston, Texas

Contact Information

Supporter (Legal Name)			
Mailing Address			
City/State/Zip			
Contact Person/Title			
Phone No.		Fax No.	
Email Address			

Accredited Provider	Baylor College of Medicine		
Mailing Address	One Baylor Plaza – MS: BCM 155		
City/State/Zip	Houston, TX 77030-3411		
Contact Person/Title	Tamara C. Greiner, MA		
Phone No.	713-798-5602	Fax No.	713-798-7955
Email Address	tgreiner@bcm.tmc.edu		

1. Type of Support, Payment

1.1 Financial Contribution. Supporter agrees to provide an educational grant to Baylor College of Medicine in the amount of \$ _____ to be used in support of this Activity. If the funds will be used for a specific purpose (e.g., activity faculty travel and accommodations, activity faculty honoraria, catering functions) this will be indicated in **4. Activity-Specific Provisions**. Note: In the case of a **solely supported activity**, Supporter agrees to pay the amount indicated (based on the estimated budget) or actual approved expenses, whichever amount is greater, unless otherwise agreed by the parties as indicated in **4. Activity-Specific Provisions**.

1.2 In-Kind Contribution (e.g., equipment loan; excludes food/beverage)

--

1.3 Payment. Payment of the educational grant by Supporter to Provider is due within thirty (30) days after execution of this Agreement. Refer to **4. Activity-Specific Provisions** for alternate payment arrangements.

2. ACCME Standards

2.1 Independence

2.1.1 This activity is for scientific and educational purposes only and will not promote any specific proprietary business interest of the Commercial Interest.

2.1.2 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.

2.2 Appropriate Use of Commercial Support

2.2.1 The Accredited Provider will make all decisions regarding the disposition and disbursement of the funds from the Commercial Interest.

2.2.2 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.

2.2.3 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.

2.2.4 The Accredited Provider will, upon request, furnish the Commercial Interest documentation detailing the receipt and expenditure of the commercial support.

2.3 Commercial Promotion

2.3.1 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. Commercial Interests may not engage in sales or promotional activities while in the space or place of the CME activity.

2.3.2 The Commercial Interest may not be the agent providing the CME activity to the learners.

2.4 Disclosure

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 and include corporate logos and slogans, if they are not product promotional in nature.

3. Baylor College of Medicine, Office of Continuing Medical Education, Policies and Procedures

3.3.1 Processing of Agreement. The agreement, signed by Supporter's authorized representative, must be received by OCME at least seven (7) days before the activity is scheduled, unless prior arrangements in writing have been made with and approved by the OCME.

3.3.2 Recording. Supporter must obtain advance written permission from the Office of Continuing Medical Education ("OCME") to audio/videotape, photograph, transcribe or otherwise record/capture the activity proceedings.

3.3.3 Noncompliance. Provider reserves the right to revoke sponsorship, to exclude the Supporter from attending, or to cancel the activity in the case of noncompliance of Supporter or its agent(s) with any terms or conditions of this Agreement. All expenses incurred or monies committed by OCME up to the date of cancellation will be the obligation of Supporter.

3.3.4 Activity Cancellation or Postponement. The OCME reserves the right to conduct its courses on a minimum enrollment basis and to cancel or postpone an activity if low enrollment or other extenuating circumstances make it necessary. However, in the event of activity cancellation or postponement, any funds already received from Supporter, but not spent or committed, will be refunded in full or applied to a subsequent activity per mutual agreement of the parties.

4. Activity-Specific Provisions (if applicable)

--

5. Miscellaneous

5.1 Compliance with Policies/Standards. The parties agree to comply with the applicable requirements of: 1) the Accreditation Council for Continuing Medical Education Standards for Commercial Support (updated 2004); 2) the American Medical Association Gifts to Physicians from Industry (Opinion E-8.061); 3) the Food and Drug Administration Policy Statement on Industry-Supported Scientific and Educational Activities; 4) the PhRMA Code on Interactions with Healthcare Professionals; 5) AdvaMed Code of Ethics on Interactions with Health Care Professionals; and 6) other relevant standards and guidelines.

5.2 Educational Materials. The use of any materials or rights to materials owned by Accredited Provider prior to or arising out of this Agreement does not confer upon Supporter the right to use such materials for any purpose not related to this Agreement. Any copyright or publication rights arising from any materials used in connection with this Agreement shall belong to Accredited Provider unless otherwise agreed.

5.3 Modification. This Agreement may not be modified without the express written approval of Accredited Provider.

5.4 Governing Law/Venue. This Agreement is for the sole benefit of the parties hereto and shall be governed in all respects by the laws of the State of Texas. Venue shall be in Harris County, Texas.

AUTHORIZED REPRESENTATIVES

AGREED

For Supporter	
Name:	
Title:	
Signature:	Date:
For Accredited Provider	
Name:	Michael Fordis, MD
Title:	Senior Associate Dean and Director Office of Continuing Medical Education
Signature:	Date:

AGREEMENT RETURN INSTRUCTIONS

Please sign the agreement and mail to the address indicated below (or fax to Tamara C. Greiner, MA at 713-798-7955) for receipt at least 7 business days before the activity date. Keep a copy of the agreement for your records.

Please make the check payable to Baylor College of Medicine (Tax ID # 74-1613878) and mail to:

**Baylor College of Medicine
Office of Continuing Medical Education
ATTN: Tamara C. Greiner, MA
One Baylor Plaza – MS: BCM 155
Houston, TX 77030-3411**

For questions, contact the individual named above. Please reference the activity on the check so the funds can be properly credited.

For OCME Reference

Activity No. 1351

Other.

**Baylor College of Medicine
Office of Continuing Medical Education**

Complimentary Exhibit Form

To be completed by OCME

Activity	Environmental Health is a VERB: Building Healthy Children		
Date(s)	March 16, 2007	Location	Denton A. Cooley Auditorium, Houston, Texas
Exhibit Hours	7am-5pm		
Set Up Hours	6am or after on Friday	Dismantle Hours	5pm
Other Exhibit Info			
Shipping Contact	N/A. Please bring exhibit supplies with you, as advanced shipment to conference site is not available.		
Shipping Address			
Comments			

Exhibit Space: One 6' x 30" draped table plus two chairs will be provided.

GUIDELINES

1. The **Complimentary Exhibit Form** must be on file with the Office of Continuing Medical Education (OCME) at least 7 business days before the activity is scheduled, unless other arrangements have been made with OCME. Space is provided on a first-come, first-served basis, with location usually randomly assigned. Exhibitors will be acknowledged on signage.
2. The company/organization is responsible for making arrangements if there are specific requirements (electrical, Internet connection, extra chairs, etc.) and paying associated costs, if any. Contact the OCME for information.
3. Representatives must check in at the registration desk. OCME name badges will be issued. Company/Organization badges may not be worn.
4. OCME reserves the right to refuse exhibits, curtail activities, or close exhibits that do not comply with Baylor College of Medicine and/or the Accreditation Council for Continuing Medical Education policies.

Instructions: Complete company/organization information; list the representatives planning to attend; describe products/services; and, if applicable, indicate specific requirements. See return information below.

COMPANY/ORGANIZATION INFORMATION (to be completed by Exhibitor)

Entity Name			
Address			
City/State/Zip			
Contact Person		Email	
Phone No.		FAX	
Reps. to Attend			
Products/Services			
Requirements*			

*See Guidelines No. 2.