

Sample  
**Letter of Agreement**

Between ( name of education sponsor) and (name of commercial supporter) (“to be referred to as the *company*”)

(Form must be typed or printed legibly)

Title of continuing nursing education (CNE) activity \_\_\_\_\_  
Location \_\_\_\_\_  
Commercial Supporter (company name/branch)  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Contact person \_\_\_\_\_

The Company wishes to provide support for the named continuing nursing education activity by means of (indicate which option):

1. Unrestricted educational grant for support of the activity in the amount of \$ \_\_\_\_\_
2. Restricted grant to reimburse expenses for:
  - A. Speaker(s) 1 \_\_\_\_\_ 2 \_\_\_\_\_  
To include: All expenses \_\_\_\_\_ Travel only \_\_\_\_\_ Honorarium only \_\_\_\_\_  
Honorarium amount (to be determined by the program director) \$ \_\_\_\_\_
  - B. Support for catering functions (specify) \_\_\_\_\_  
In the amount of : \$ \_\_\_\_\_
  - C. Other: (e.g., equipment loan, brochure distribution, etc.) \_\_\_\_\_

**Conditions:**

- 1. Statement of Purpose:** Program is for scientific and educational purposes only and will not promote the Company’s products, directly or indirectly.
- 2. Control of Content and Selection of Presenters and Moderators:** The sponsor is responsible for control of content and selection of presenters and moderators. The Company agrees not to direct the content of the program. The Company, or its agents, will respond only to Sponsor-initiated requests for suggestions of presenters or sources of possible presenters. The Company will suggest more than one name (if possible); will provide speaker qualifications; will disclose financial relationships between Company and speaker, and will provide this information in writing. Sponsor will record role of Company, or its agents, in suggesting presenter(s); will seek suggestions from other sources, and will make the selection of presenter(s) based on balance and independence.
- 3. Disclosure of Financial Relationships:** Sponsor will insure meaningful disclosure to the audience, at the time of the program, of (a) Company funding, (b) any significant relationship between the Sponsor, and the Company (e.g. grant recipient), or between individual speakers or moderators and the Company.
- 4. Involvement in Content:** There will be no “scripting”, emphasis or direction of content by the Company or its agents.

5. **Ancillary Promotional Activities:** No promotional activities will be permitted in the same room or obligate path as the educational activity. No product advertisement will be permitted in the program room.
6. **Objectivity and Balance:** Sponsor will make every effort to ensure that data regarding the Company products ( or competing products) are objectively selected and presented, with favorable and unfavorable information and balanced discussion of prevailing information on the product(s) and/or alternative treatments.
7. **Limitation on Data:** Sponsor will ensure the extent possible, meaningful disclosure of limitation on data ,e.g. ongoing research, interim analysis, preliminary data, or unsupported opinion.
8. **Discussion of Unapproved Uses:** Sponsors will require that presenter disclose when a product is not approved in the United States for the use under discussion.
9. **Opportunities for Debate:** Sponsor will ensure meaningful opportunities for questioning or scientific debate.
10. **Independence of Sponsor in the use of Contributed Funds:**
  - a) Funds should be in the form of an educational grant made payable to \_\_\_\_\_(approved sponsor).
  - b) All other support associated with this CNE activity (e.g distributing brochures, preparing slides, etc) must be given with the full knowledge and approval of the Sponsor.
  - c) No other funds from the Company will be paid to the program director, faculty, or
  - d) other involved with the CNE activity (additional honoraria, extra social events, etc.)

The ***Company*** agrees to abide by all the requirements of the *Standards for Commercial Support of Continuing Nursing Education* (attached)

The ***Sponsor*** agrees to 1) abide by the *Standards for Commercial Support of Continuing Nursing Education*; 2) acknowledge educational support form the Company in program brochures, syllabi, and other program materials, and 3) upon request, furnish the Company a report concerning the expenditures of the funds provided.

### Agreed

Commercial Company Representative (name) \_\_\_\_\_  
 Signature \_\_\_\_\_ Date: \_\_\_\_\_

Course Director (name) \_\_\_\_\_  
 Signature \_\_\_\_\_ Date: \_\_\_\_\_

CNE Nurse Planner  
 (name) \_\_\_\_\_ Signature \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_