

LETTER OF AGREEMENT

For Sponsorship of an Educational Activity

Sponsorship 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 an educational activity.

This is an agreement between: _____, **PROVIDER**, of the activity, and _____ **COMPANY**, providing sponsorship for the Educational Activity described below.

Educational Activity	
Type of activity:	
Title:	
Location:	
Target Date:	
Sponsorship amount:	
PROVIDER: _____	
Tax ID:	
Contact and Title:	
Phone:	
Email:	
COMPANY: _____	
Address:	
Contact and Title:	
Phone:	
Email:	

The above-named Company wishes to provide sponsorship for the above-named Educational Activity in the amount of \$ _____.

I have read the Terms of Agreement on the reverse side and agree to abide by these terms.

COMPANY REPRESENTATIVE

PROVIDER REPRESENTATIVE

Printed Name

Printed Name

Signature

Signature

Date (month/day/year)

Date (month/day/year)

TERMS OF AGREEMENT

For Sponsorship of an Educational Activity

Purpose

1. This activity is for scientific and educational purposes only and will not be promotional of the Company's products or services.
2. The Company is responsible for (a) identification of educational needs; (b) determination of educational objectives; (c) development of content.
3. The Provider will launch and host the presentation of the educational activity through their platform(s).

Use of Sponsorship

4. Funds will be made payable to the Provider upon submission and approval of any Statement of Work.
5. The Provider will make all decisions regarding the disposition and disbursement of the Company's sponsorship.
6. All other support associated with this activity will be made with the full knowledge and approval of the Provider (e.g., in-kind services, distribution of brochures, etc.).
7. No other funds from the Company will be paid to the director of the activity, planning committee members, teachers or authors, joint sponsor, or any others involved with the educational activity (e.g., additional honoraria, activity registration fees, additional social events, etc.).

Commercial Promotion

8. No promotional activities or product-specific advertisements will be permitted in the same room or on the same screen as the educational activity or in any entrance/exit alcoves to the room immediately before, during or after the educational activity. The Company may not engage in sales or promotional activities while in the space or place of the educational activity.

Balance and Objectivity

9. The Company will make every effort to ensure that data regarding the Company's products and/or competing products are objectively selected and presented, with favorable or unfavorable information and balance discussion of prevailing information on the product(s) and/or alternatives.
10. The Company will ensure to the extent possible, meaningful disclosure or limitations on data, e.g., ongoing research, interim analysis, preliminary data, and/or unsupported opinion.
11. The Company will ensure meaningful opportunities for questioning or scientific debate.

Disclosure

12. The Provider will ensure meaningful disclosure to the participants of any relevant relationship between the Provider and the Company (e.g., educational grant or in-kind services) in program brochures, syllabi, and other program materials prior to and at the time of the activity.

Change of Scope and Rescheduling and Cancellation

13. The Provider and Company agree to use funds provided pursuant to the Letter of Agreement. Any request for substantial change to the topic, learning objectives, target audience, activity details or other material aspects must be made in writing and agreed upon prior to the release of the educational activity.
14. Sponsorship of the educational activity may not be canceled upon submission and approval. Any request by the Company to cease development and/or availability of the educational activity must be made in writing to which the Provider will make reasonable accommodations.

Unlabeled/Off-label Uses of Products

15. The Provider requires that faculty disclose when a product is not labeled for the use under discussion or is still investigational. The Provider also requires speakers disclose when a product under discussion is not approved in the United States.

The Company agrees to abide by all of the above ***Terms of Agreement for Sponsorship of an Educational Activity.***

The Provider agrees to: 1) abide by all of the above ***Terms of Agreement for Sponsorship of an Educational Activity;*** 2) acknowledge sponsorship from the Company in program brochures, syllabi, and other program materials; and 3) upon request, furnish the Company a report detailing the receipt and expenditure of the funds provided.

EXAMPLE