

Policy on Joint Sponsorship

Jointly sponsored activities are those sponsored with a non-accredited organization, society or institution. As with any continuing medical education (CME) activity, to meet its obligation as an ACCME-accredited provider, the University of Pennsylvania School of Medicine (Penn SOM) holds the activities it jointly sponsors to the same standards as those activities it directly sponsors. The following conditions must be met in a joint sponsorship with the Penn SOM:

- 1) The proposed activity must be consistent with the Penn SOM Office of CME (Penn SOM OCME) mission and purpose

As a leader in healthcare education, our CME mission is to assist physicians in their commitment to lifelong learning leading to improved competence and performance and patient health outcomes through the provision of high quality educational activities and initiatives.

Our CME program benefits from the combined presence of a strong academic medical school and a fully integrated health system (UPHS). In keeping with the overall missions of the School, the Health System, and the University, the major goal of our program is to provide a mechanism for diffusion of cutting-edge research, technological advancements, and training into the general medical community.

The PURPOSE of our CME Program is to provide healthcare providers with up-to-date, clinically relevant, scientifically rigorous, evidence-based medical information and training using educationally sound principles and formats in order to promote excellence in all aspects of medical care and coordination, patient safety, and the effective use of resources.

- 2) The responsibilities of the non-accredited sponsor will be clearly outlined in the Joint Sponsorship Agreement. Penn SOM OCME will withdraw if the non-accredited sponsor fails to meet its obligation(s) or fails to comply with this policy (see enclosed).
- 3) Both accredited and non-accredited sponsor must follow the policies, procedures, and formats set forth by Penn SOM OCME.
- 4) Penn SOM OCME must be involved in the planning and development of any jointly sponsored activity it certifies for credit. A representative of Penn SOM OCME must review and approve the needs assessment process, learning objectives, educational design, final agenda, final faculty selection, and evaluation methodology.
- 5) Penn SOM OCME must review and approve all materials associated with the activity prior to its release. Penn SOM OCME must be clearly recognized as a joint sponsor.

The following joint sponsorship statement must appear, verbatim, on all materials:



This activity has been planned and implemented in accordance with the Essential Areas and policies of the Accreditation Council for Continuing Medical Education (ACCME) through the joint sponsorship of the University of Pennsylvania School of Medicine and <<name of non-accredited sponsor>>. The University of Pennsylvania School of Medicine is accredited by the ACCME to provide continuing medical education for physicians.

The following credit designation statement must appear, verbatim, on all materials:

The University of Pennsylvania School of Medicine designates this educational activity for a maximum of <<number of credits>> AMA PRA Category 1 Credit(s)[™]. Physicians should only claim credit commensurate with the extent of their participation in the activity.

- 6) Marketing and/or publicizing of any derivative of a jointly sponsored activity, including direct mail, fax, email, telemarketing, etc., must be approved, in writing, by the Penn SOM OCME.

Appropriate Use of Commercial Support

- 1) Penn SOM OCME must make all decisions regarding the disposition and disbursement of commercial support.
- 2) There will be no conditions from commercial interest(s) attached to provision of support for educational programs.
- 3) Funds should be in the form of an educational grant made payable to the **Trustees of the University of Pennsylvania/CME (Tax ID# 23-1352685)** unless otherwise designated.
- 4) The terms, conditions and purposes of the educational grant will be documented in a **written letter of agreement** between the commercial supporter and the Penn SOM OCME and include the non-accredited sponsor and/or educational partner(s).
 - a) The agreement must include Penn SOM OCME even if the support is given directly to the non-accredited sponsor.
 - b) The agreement must be signed by both the official representative of the specified commercial interest that is the source of the commercial support and the CME Director or the Associate Dean of CME at the Penn SOM OCME.
 - c) Letters of agreement must be received by the Penn SOM OCME prior to the activity date.
- 5) All support associated with this CME activity must be given with the full knowledge and approval of the Penn SOM OCME.
- 6) Payment of honoraria and reimbursement of out-of-pocket expenses for planners, teachers, and authors will be provided directly by Penn SOM OCME, the non-accredited sponsor, or the educational partner, and never directly by the commercial supporter. These payments will always be in compliance with the Penn SOM written policies and procedures governing honoraria and reimbursement of associated expenses.



- 7) No other payment shall be given to the program director, faculty, non-accredited sponsors, or others involved with the CME activity (e.g., additional honoraria, extra social events, etc.).
- 8) Funds originating from a commercial source may not be used to pay for travel, lodging, registration fees, honoraria, or personal expenses for non-faculty attendees.
- 9) Penn SOM and its educational partners will be accountable for documenting the receipt and expenditure of the commercial support.

Disclosure and Resolution of Conflicts of Interest

- 1) U of Penn SOM as an ACCME accredited sponsor requires review and approval of all new potential joint sponsors relative to the ACCME's policy on Joint Sponsorship and its revised definition of the commercial interest. As such, a "meaningful disclosure," review of the educational mission of the organization, and an attestation statement signed by the leadership of the organization in a standardized format will be required from all new potential joint sponsors before engaging in any new educational activities.
- 2) U of Penn SOM as an ACCME accredited sponsor requires "meaningful disclosure" of relevant financial relationships** with any commercial interests from faculty, joint sponsors, and others in a position to control the content of CME activities sponsored;
- 3) Under the Updated ACCME Standards for Commercial Support, the process of identifying and resolving conflict of interest (COI) must be documented. The Standards state that an individual who refuse to disclose relevant financial relationships will be disqualified from being a planning member, teacher, etc. Financial relationships are those relationships in which the individual benefits by receiving a salary, royalty, intellectual property rights, consulting fee, honoraria, ownership interest (e.g., stocks, stock options or other ownership interest, excluding diversified mutual funds), or other financial benefit. Financial benefits are usually associated with roles such as employment, management position, independent contractor (including contracted research), consulting, speaking and teaching, membership on advisory committees or review panels, board membership, and other activities from which remuneration is received or expected. ACCME considers relationships of the person involved in the CME activity to include financial relationships of a spouse or partner.
- 4) A disclosure must be made to the learners of any relevant financial relationship(s) for all individuals who have control over CME content. The disclosure must include the following information:
 - a) The name of the individual
 - b) The name of the commercial interest(s)
 - c) The nature of the relationship the person has with each commercial interest

For an individual with no relevant financial relationship(s) the learners must be informed that no relevant financial relationship(s) exist.

- 5) Faculty and content developers are required to disclose any discussion of an investigational and/or off-label use of a pharmaceutical product or device within their presentation. Participants



should note that the use of products outside FDA-approved labeling should be considered experimental and are advised to consult current prescribing information for approved indications.

Appropriate Management of Associated Commercial Support

- 1) Arrangements for commercial exhibits or advertisement cannot influence planning or interfere with the presentation, nor can they be a condition for the provision of commercial support for CME activities.
- 2) Product-promotion material or product-specific advertisement of any type is prohibited in or during CME activities. The juxtaposition of editorial and advertising material on the same products or subjects must be avoided. Live (staffed exhibits, presentations) or enduring (printed or electronic advertisements) promotional activities must be kept separate from CME.
 - a) For **PRINT**, advertisements and promotional materials will not be interleaved within the pages of the CME content. Advertisements and promotional materials may face the first or last pages of printed CME content as long as these materials are not related to the CME content they face **AND** are not paid for by the commercial supporters of the CME activity.
 - b) For **COMPUTER BASED** activities, advertisements and promotional materials will not be visible on the screen at the same time as the CME content and not interleaved between computer “windows” or screens of the CME content.
 - c) For **AUDIO and VIDEO RECORDING**, advertisements and promotional materials will not be included within the CME. There will be no “commercial breaks.”
 - d) For **LIVE, FACE-TO-FACE CME**, advertisements and promotional materials cannot be displayed or distributed in the educational space immediately before, during, or after a CME activity. Representatives of commercial interest(s) are not allowed to engage in sales or promotional activities while in the space or place of the CME activity.
- 3) Educational materials that are part of a CME activity, such as slides, abstracts, syllabi and other handouts, cannot contain any advertising, trade name or a product-group message.
- 4) Commercial interests will not be allowed to act as agents providing a CME activity to learners, e.g., distribution of self-study CME activities or arranging for electronic access to CME activities.
- 5) Upon a written request from the U of Penn SOM OCME, commercial supporters may help in supplemental distribution of promotional materials for CME activities, e.g., “save-the-date cards” and brochures provided that they are in compliance with the U of Penn SOM OCME written policy about the role of representatives of commercial supporters in U of Penn SOM sponsored CME activities.

Content and Format Without Commercial Bias

The content or format of a CME activity or its related materials must promote improvements or quality in healthcare and not specific proprietary business interest of a commercial interest.

Presentations that are part of the CME activity must provide a balanced view of therapeutic options. Use of generic names will contribute to this impartiality. If the CME 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

Balanced view means that recommendations or emphasis must fairly represent, and be based on, a reasonable view and valid interpretation of the information available in the subject and that no single product or service is over represented in the educational activity when other equal but competing products or services are available for inclusion.

Joint Sponsorship Agreement

- **University of Pennsylvania School of Medicine Office of CME** (U of Penn SOM OCME) and **[Joint Sponsor]** agree to work together for the purpose of planning, implementing, and evaluating the following continuing medical education activity/initiative:

[title of the initiative]

1. [Specific Roles and Responsibilities for each partner and joint sponsor need to be clearly defined.]
2. [Timelines and deliverable must be clearly defined]

Payment Terms: the grant will be paid directly to U of Penn SOM OCME. The payment breakdown to joint sponsors is as follows:

Joint Sponsor(s)	Financial Distribution Dates	% of budget	Amount	Comments



Accepted and Agreed by:

Mila Kostic

Name for U Penn SOM OCME

Signature

Date

University of Pennsylvania SOM OCME

Company

Director of CME

Position

Name of Joint Sponsor

Signature

Date

Company

Position