

## **WASHINGTON STATE MEDICAL ASSOCIATION AGREEMENT FOR EXHIBITS AND COMMERCIAL PROMOTION AT CME ACTIVITIES**

\_\_\_\_\_ (“Company”), a Commercial Interest<sup>1</sup>, hereby agrees to the following in  
conjunction with a CME activity accredited by the WSMA and, if applicable, the joint provider  
\_\_\_\_\_ (“Joint Provider”):

1. Arrangements for commercial exhibits and/or promotional activities cannot influence planning, delivery, or evaluation of the education; interfere with the presentation; and cannot 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, which require a separate letter of agreement.
3. The Company must provide all funds to the WSMA, or, when applicable, to its Joint Provider, for distribution.
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 30 minutes before or after the CME activity.
3. Educational materials that are used during a CME activity (such as slides, abstracts, handouts, evaluation mechanisms, or disclosure information) cannot contain any marketing produced by or for a commercial interest, including corporate logos, tradenames, or product group messages.
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 ACCME guidance.
5. 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.
6. Representatives of Company cannot act as agents providing CME to learners.

### Sharing Learner Information

The WSMA will not share the names or contact information of learners with any commercial interest or its agents without the explicit consent of the individual learner.

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

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

**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.

### COMPANY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### WSMA REPRESENTATIVE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**JOINT PROVIDER REPRESENTATIVE (IF APPLICABLE)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Organization Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
<sup>1</sup> The Accreditation Council for Continuing Medical Education (“ACCME”) defines an ineligible company as a company whose primary business is producing, marketing, selling, re-selling, or distributing health care products used by or on patients. The ACCME does not consider hospitals or healthcare delivery systems to be ineligible companies. The Washington State Medical Association (WSMA) refers to ineligible companies as “Commercial Interests.”