The American Thoracic Society (ATS) is accredited by the Accreditation Council for Continuing Medical Education (ACCME) to provide continuing medical education (CME) for physicians. The ACCME requires Ineligible Companies (formerly Commercial Interests) supporting CME with funds or contributions in-kind to sign a letter of agreement with the ACCME-accredited provider. The ACCME defines an ineligible company as any entity whose primary business is producing, marketing, selling, re-selling, or distributing healthcare products used by or on patients. *The ACCME does not consider the following to be Ineligible Companies*: Ambulatory procedure centers; Blood banks; Diagnostic labs that do not sell proprietary products; Electronic health records companies; Government or military agencies; Group medical practices; Health law firms; Health profession membership organizations; Hospitals or healthcare delivery systems; Infusion centers; Insurance or managed care companies; Nursing homes; Pharmacies that do not manufacture proprietary compounds; Publishing or education companies; Rehabilitation centers; Schools of medicine or health science universities; Software or game developers.

The ATS is committed to presenting CME activities that promote improvements or quality in health care and are independent of the control of Ineligible Companies. The ATS takes responsibility for the content, quality, and scientific integrity, and adherence to *ACCME Standards for Integrity and Independence in Accredited Continuing Education* of all activities designated for *AMA PRA Category 1 Credits™*. As part of this commitment, the ATS has outlined in this written 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 an ineligible company, which is used to pay all or part of the costs of a CME activity. ATS will deem other templates for letters of agreement acceptable so long as the appropriate ACCME standards are included, and the agreement is between the commercial supporter and the American Thoracic Society. ACCME requires a letter of agreement specific to each educational activity and grant.

Signed Letters of Agreement must be received by ATS in time to meet the deadlines of the commercial supporter and of ATS staff who will perform review. ATS must receive the signed Letter of Agreement at least seven days before the CME activity.

A letter signed by an authorized representative of the Grantor should be e-mailed to:

Kimberly Lawrence

[klawrence@thoracic.org](mailto:klawrence@thoracic.org)

**TERMS, CONDITIONS, AND PURPOSES**

**Independence**

1. This activity is for scientific and educational purposes only and will not promote any specific proprietary business interest of the Ineligible Company.
2. The American Thoracic Society and Joint Provider are 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.

**Appropriate Use of Commercial Support**

1. The American Thoracic Society and Joint Provider will make all decisions regarding the disposition and disbursement of the funds from the Ineligible Company.
2. The Ineligible Company will not require the American Thoracic Society or Joint Provider to accept advice or services concerning teachers, authors, or participants or other education matters, including content.
3. All commercial support associated with this activity will be given with the full knowledge and approval of the American Thoracic Society and Joint Provider. No other payments shall be given to the director of the activity, planning committee members, teachers or authors, joint provider or any others involved with the supported activity.
4. The American Thoracic Society will upon request, furnish the Ineligible Company with documentation detailing the receipt and expenditure of the commercial support.

**Commercial Promotion**

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 or non-accredited education must be held in a separate educational space from the CME activity or there must be a minimum of a 30-minute break between accredited and non-accredited activities. Promotional materials cannot be displayed or distributed at the activity location immediately before, during or after a CME activity. Ineligible Companies may not engage in sales or promotional activities while in the location of the CME activity.
2. The Ineligible Company may not be the agent providing the CME activity to the learners.

**Disclosure**

1. The American Thoracic Society and Joint Provider will ensure that the source of support from the Ineligible Company, either direct or “in-kind,” is disclosed to the participants in program brochures, syllabi, and other program materials at the time of the activity. This disclosure will not include the use of a trade name or a therapeutic class, or group message. The acknowledgememt of commercial support may state the name, mission, and clinicial involvement of the Grantor and ***may not include*** corporate logos and slogans.

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| --- | --- |
| **Activity Information** |  |
| **Activity Title:** |  |
| **Activity Location:** |  |
| **Activity Date:** |  |
| **ACCME Accredited Provider Information** | |
| **Provider Name and #:** | American Thoracic Society, Provider # 0000165 |
| **Tax ID#:** | 06-1548706 |
| **Contact Person:** | Kimberly Lawrence |
| **Contact email** | klawrence@thoracic.org |
| **Contact phone #** | 212-315-8633 |
| **Joint Provider Information** |  |
| **Name of Chapter** |  |
| **Chapter Tax ID#** |  |
| **Chapter Chair Name** |  |
| **Chapter Chair Email:** |  |
| **Chapter Chair Phone #** |  |
| **Ineligible Company Information** | |
| **Name of Company:** | {Official Company Name}  **(be sure to provide the official company name as you would like it to appear in printed materials for attribution)** |
| **Grant Administrator Name:** |  |
| **Grant Administrator Email** |  |
| **Grant Administrator Phone #** |  |
| **Amount of Educational Grant:** | $ value of grant |
| **Grant will be used for:** |  |

**AGREED TO BY AUTHORIZED REPRESENTATIVES**

Ineligible company, Joint Provider and the ATS agree to abide by all requirements of the ACCME *ACCME Standards for Integrity and Independence in Accredited Continuing Education* and the terms of this agreement. The ACCME *ACCME Standards for Integrity and Independence in Accredited Continuing Education* can be found at: [www.accme.org/standards-resources](http://www.accme.org/standards-resources)

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| **INELIGIBLE COMPANY** |  | **ACCREDITED PROVIDER** |
|  |  |  |
| **Signature** |  | **Signature** |
|  |  |  |
|  |  | Carrie Smith |
| **Print Name** |  | **Print Name** |
|  |  |  |
|  |  | Chief of Learning |
| **Title** |  | **Title** |
|  |  |  |
|  |  |  |
| **Date** |  | **Date** |
|  |  |  |
| **JOINT PROVIDER** |  |
|  |  |
| **Signature** |  |
|  |  |
|  |  |
| **Print Name** |  |
|  |  |
|  |  |
| **Title** |  |
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|  |  |
| **Date** |  |