

COPE Standards for Commercial Support (COPE SCS)

Sample Commercial Support Agreement

COPE offers this document as a template for COPE CE Administrators/Providers to use as a written agreement with commercial supporters. NOTE: COPE CE Administrators/Providers are not required or expected to use this document; it only serves as an example that contains the required components.

Written Agreement for Commercial Support of COPE-Accredited Continuing Education

[INSERT COPE CE ADMINISTRATOR/PROVIDER NAME] is committed to presenting CE activities that promote improvements or quality in optometric healthcare and are independent of the control of commercial interests. As part of this commitment, [INSERT COPE CE ADMINISTRATOR/PROVIDER NAME] has outlined in this written agreement the terms, conditions, and purposes of commercial support for its COPE Accredited CE activities. Commercial Support 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 a CE activity.

COPE Accredited CE Activity

Title:

Date:

Location:

Name of Commercial Interest:

Amount of Educational Grant (Direct or In-Kind):

Grant will be used for the following:

[INSERT BUDGET including costs for speaker expense, honoraria, meeting expenses, etc.]

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 Commercial Interest.
2. The COPE CE Administrator/Provider is 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 COPE-Accredited CE, selection of educational methods, and the evaluation of the activity.

Appropriate Use of Commercial Support

3. The COPE CE Administrator/Provider will make all decisions regarding the disposition and disbursement of the funds from the Commercial Interest.
4. The Commercial Interest will not require the COPE CE Administrator/Provider to accept advice or services concerning instructors, teachers, authors, or participants or other education matters, including content, as conditions of receiving this grant.
5. All commercial support associated with this activity will be given with the full knowledge and approval of the COPE CE Administrator/Provider. No other payments shall be given to the director of the activity, planning committee members, instructors, teachers or authors, joint sponsor, or any others involved with the supported activity.

6. The COPE CE Administrator/Provider will upon request, furnish the Commercial Interest documentation detailing the receipt and expenditure of the commercial support.

Commercial Promotion

7. Product-promotion material or product-specific advertisement of any type is prohibited in or during the COPE Accredited CE activity. The juxtaposition of editorial or advertising material on the same products or subjects is not allowed. Live or enduring promotional activities must be kept separate from the COPE Accredited CE activity. Promotional materials cannot be displayed or distributed in the education space immediately before, during or after a COPE Accredited CE activity. Commercial Interests may not engage in sales or promotional activities in the space or place of the COPE Accredited CE activity.

8. The Commercial Interest may not be the agent providing the COPE Accredited CE activity to the learners.

Disclosure

9. The COPE CE Administrator/Provider will ensure that the source of support from the Commercial Interest, either direct or in-kind, is disclosed to the participants, in program brochures, syllabi, and other program materials, and at the time of the activity. This disclosure will not include the use of a trade name or a product-group message. The acknowledgment of commercial support may state the name, mission, and clinical involvement of the company or institution, and may include corporate logos and slogans if they are not product promotional in nature.

The Commercial Supporter and [INSERT COPE CE ADMINISTRATOR/PROVIDER] agree to abide by all requirements of the COPE Standards for Commercial Support.

Name of COPE CE Administrator/Provider:

Tax ID Number:

Contact Person:

Phone Number:

Fax Number:

Email Address:

Mailing Address:

Name of Commercial Interest:

Contact Person:

Phone Number:

Fax Number:

Email Address:

Mailing Address:

Agreed by Authorized Representatives

Commercial Interest Name, Signature, Title and Date

COPE CE Administrator/Provider Name, Signature, Title and Date