SAMPLE COMMERCIAL SUPPORT AGREEMENT

COPE offers this document as a sample for COPE Administrators and Accredited Providers to use as a letter of agreement with commercial supporters. NOTE: COPE Administrators and Accredited Providers are not required or expected to use this document; it only serves as an example to ensure the required components are understood.

Written Agreement for Commercial Support of COPE-Accredited Continuing Education

[INSERT COPE ADMINISTRATOR/ACCREDITED 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 ADMINISTRATOR/ACCREDITED 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 Activity/Event
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 educational activity is for scientific and educational purposes only and will not promote any specific proprietary business interest of the Commercial Interest.
2. The COPE Administrator or Accredited 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 Administrator or Accredited 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 Administrator or Accredited 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 Administrator or Accredited 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 Administrator or Accredited 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 Administrator or Accredited 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 ADMINISTRATOR/ACCREDITED PROVIDER] agree to abide by all requirements of the COPE Standards for Commercial Support.

Name of COPE Administrator or Accredited 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 Administrator or Accredited Provider Name, Signature, Title and Date