

# Northwestern University's Feinberg School of Medicine

## AGREEMENT TO JOINTLY SPONSOR A CME ACTIVITY

### (Agreement)

#### I. General Information

- a. This Agreement is between Northwestern University's Feinberg School of Medicine (NUFSM) Office of Continuing Medical Education (OCME) and \_\_\_\_\_.
- b. NUFSM is accredited by the Accreditation Council for Continuing Medical Education (ACCME) to provide continuing medical education (CME) for physicians. The OCME is responsible for the oversight of CME activities that involve NUFSM. \_\_\_\_\_ is not accredited by the ACCME. Therefore, this educational activity will be jointly sponsored between the institutions.
- c. The ACCME requires a brief description of the joint-sponsor. The following must be completed:
  1. Please provide a description of the joint-sponsor, include type of organization, if it is a member organization, medical education company, subsidiary for another company, etc.
  2. Does the joint-sponsor produce, market, re-sell or distribute health care goods or services consumed by or used on patients? If yes, please explain.
- d. This Agreement is for following CME activity:

<b>Activity Title:</b>	
<b>Date:</b>	
<b>Location:</b>	
<b>Additional Information</b>	
<b>Type of Sponsorship</b>	

- e. Per ACCME policy, the joint-sponsor will be identified as the joint-sponsor and NUFSM be identified as the accredited provider responsible for the activity in the Accreditation and Credit Designation Statements used in promotional and educational materials.
- f. The mailing address of the Parties and contact person responsible for facilitating the coordination of the activity are indicated below:

(PLEASE COMPLETE)

<b>Northwestern University's Feinberg School of Medicine</b>	<b>Joint Sponsor</b>
<b>Office of Continuing Medical Education</b>	
<b>750 N. Lake Shore Drive, Suite 680</b>	
<b>Chicago, IL 60611</b>	
<b>Contact Person:</b>	<b>Contact Person:</b>
<b>Phone:</b>	<b>Phone:</b>
<b>Fax:</b>	<b>Fax:</b>
<b>E-Mail:</b>	<b>E-Mail:</b>

#### II. Responsibilities of the Parties

- a. The joint-sponsor will be responsible for the educational elements, design and methods; educational materials; promotional materials; venue selection, logistics, and on-site meeting management; and evaluation of this activity. The joint-sponsor is also responsible for any documentation required to meeting the applicable ACCME, American Medical Association (AMA), and Food and Drug Administration (FDA) guidelines; handling activity financial affairs including the management of educational grants per the ACCME policies; and maintaining activity records. Other responsibilities, if any, are indicated under **Other Terms and Conditions**.
- b. The OCME, on behalf of NUFSM, will work with the joint-sponsor. The OCME must approve in advance all promotional materials. This procedure is to ensure compliance with ACCME, AMA and NUFSM requirements,

including the approved use of NUFSM name and logo. Other responsibilities, if any, are indicated under **Other Terms and Conditions**.

- c. The Parties will maintain communication on a regular basis regarding activity status.

**III. Activity Documentation.**

The joint-sponsor will provide copies of the following documentation to OCME for the activity file:

- 1. Preliminary Budget
- 2. CME Activity Application and Supporting Documentation, e.g. Planning Meeting Minutes
- 3. Promotional Materials (4 copies)
- 4. Faculty “Confirmation” Letters (all faculty)
- 5. Disclosure Forms form for planning committee members, course directors, speakers, etc.
- 6. Commercial Support Agreements (all supporters) and/or Exhibitors (all exhibitors)
- 7. Evaluation From (sample)
- 8. Final Budget
- 9. Educational Materials, e.g. syllabus
- 10. Final registration list
- 11. Activity Evaluation Summary

**IV. CME Joint-Sponsorship Fee and Activity Expenses**

- a. The joint-sponsor will pay NUFSM OCME \$250 application fee and \$3500 administrative fee for services provided in joint sponsoring this activity. In the event that the activity is cancelled or postponed, the joint-sponsor will be liable for the entire agreed fee, unless agreed otherwise in writing.
- b. The joint-sponsor will be solely responsible for payment of all activity-related expenses including contract penalties if assessed, unless agreed otherwise in writing.

**V. Other Terms and Conditions (if applicable)**

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**VI. Miscellaneous**

- a. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior understanding or oral or written agreements between the Parties on the matters contained herein. This Agreement may be amended only written agreement between Parties.
- b. Each Party agrees to indemnify, defend and hold harmless the other Party, its officers, directors, partners, agents and employees from any and all claims, loss, damage, or expense (including attorney’s fees) arising from the negligence or wrongful misconduct of the indemnifying party, its agents and employees in the performance of its duties and responsibilities under this Agreement.

**AGREED to by the Applicable Parties**

<b>Course Director: «Course_Director»</b>
<b>Title:</b>
<b>Affiliation:</b>
<b>Signature:</b>
<b>Date:</b>

<b>Joint Sponsor</b>
<b>Name:</b>
<b>Title:</b>
<b>Signature:</b>
<b>Date:</b>

<b>Joint Sponsor – Northwestern University’s Feinberg School of Medicine, Office of CME</b>
<b>Name:</b>
<b>Title:</b>
<b>Signature:</b>
<b>Date:</b>