

**NATIONAL KIDNEY FOUNDATION OF GEORGIA
ATLANTA, GEORGIA**

CONTINUING MEDICAL EDUCATION

LETTER OF AGREEMENT

It is the policy of the National Kidney Foundation of Georgia to comply with the Accreditation Council for Continuing Medical Education (ACCME) Standards for commercial support of CME activities. All faculty are required to disclose to the program audience any real or apparent conflict(s) of interest related to this meeting or its content. Additionally, any unapproved or investigative use of a commercial product or device must be disclosed.

Regarding Terms, Conditions and Purposes of an Educational Grant between the National Kidney Foundation of Georgia and (Company): _____

CME Activity Title: Hudson Update

Location: Augusta Marriott Hotel & Suites

Date(s): February 15 – 16, 2008

Commercial Support Representative/Contact Person: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone: _____ **Fax:** _____ **Email:** _____

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The above company wishes to provide support for the named CME activity by means of (select one):

Unrestricted educational grant for support of the CME activity in the amount of: Exhibit fee \$1,000

Restricted grant to reimburse expenses for: Honorarium only Honorarium and expenses

Speaker Name(s): _____

Food / Beverage in the amount of: _____

CME Accreditation Fee (\$___ per conference up to 1.0 hours; \$___ per add'l hour): _____

Marketing Expenses (Development, Printing, Mailing): _____

Other (e.g., audiovisual, curriculum materials, etc.): _____

CONDITIONS

1. **Statement of Purpose:** The program is for scientific and educational purposes only and will not promote the company's products, directly or indirectly.
2. **Control of Content & Selection of Presenters & Moderators:** The NKFG CME Committee is ultimately responsible for control of content and selection of presenters and moderators. The Company, or its agents, will respond only to the National Kidney Foundation of Georgia initiated requests for suggestions of presenters or sources of possible presenters. Company will suggest more than one name (if possible); will provide speaker qualifications; and will disclose financial or other relationships between company and speaker. The National Kidney Foundation of Georgia will seek suggestions from other sources, and will make selection of presenter(s) based on balance and independence.
3. **Disclosure of Financial Relationships:** The NKFG will ensure disclosure to the audience of (a) company funding and (b) any significant relationship between the sponsor and the company (e.g., grant recipient) or between individual speakers or moderators and the company.
4. **Involvement in Content:** There will be no "scripting", emphasis, or influence on content by the company or its agents.
5. **Ancillary Promotional Activities:** No promotional activities or advertisements will be permitted in the same room as the educational activity.
6. **Objectivity & Balance:** The National Kidney Foundation of Georgia will make every effort to ensure that data regarding the company's products (or competing products) are objectively selected and presented, including balanced discussion of prevailing information on the products, and/or alternative treatments
7. **Limitations of Data:** The National Kidney Foundation of Georgia will ensure, to the extent possible, the disclosure of limitations of data, e.g., on going research, interim analysis, preliminary data, or unsupported opinion.
8. **Discussion of Unapproved Uses:** The National Kidney Foundation of Georgia will require that presenters disclose when a product is not approved in the United States for the use under discussion.
9. **Opportunities for Debate:** The National Kidney Foundation of Georgia will ensure opportunities for questioning or scientific debate.
10. **Independence of the National Kidney Foundation of Georgia (Sponsor) In the Use of Contributed Funds:**
 - A. Funds should be in the form of an educational grant made payable to *the National Kidney Foundation of Georgia, Tax ID: #23-7077237*, addressed and mailed to:

Director, Continuing Medical Education
National Kidney Foundation of Georgia
2951 Flowers Road South, Suite 211
Atlanta, Georgia 30341
 - B. All other support associated with this CME activity (e.g., distributing brochures, preparing slides, etc.) must be given with the full knowledge and approval of the National Kidney Foundation of Georgia, Continuing Medical Education Committee
 - C. No other funds (additional honoraria, extra social events, etc.) from the company will be paid directly to the program director, faculty or others involved with the CME activity.

11. Termination: The Company or the National Kidney Foundation of Georgia shall have the right to terminate this agreement on thirty (30) days written notice to the other party. In the event of such termination, the company shall only be responsible for paying to the National Kidney Foundation of Georgia those amounts actually spent or irrevocably committed by the National Kidney Foundation of Georgia with respect to the CE activity.

12. In implementing the program the company may employ its standard agreement and request that The National Kidney Foundation of Georgia execute such agreement, but nothing in such agreement shall be construed to modify and amend the terms of the Agreement and in case of conflict herewith, this agreement shall control.



AGREED

The commercial Supporter agrees to: Abide by all requirements of the ACCME Standards for Commercial Support of Continuing Medical Education, and the provisions of the AMA's Code of Medical Ethics.

Commercial Company Representative (Name): _____

Signature: _____ Date: _____

The National Kidney Foundation of Georgia agrees to: Abide by the ACCME Standards for Commercial Support of Continuing Medical Education; to publicly acknowledge educational support from the company in program brochures, syllabi and other program materials and upon request, to furnish the company a report concerning the expenditure of the funds provided.

CME Director (Name): _____

Signature: _____ Date: _____