Commercial Support Guidelines

The following general principles, govern the acceptance of commercial support:

- The selection of overall content, specific topics, speakers, and evaluation must be completely independent of any influence by the donor.

- The fiscal support must be received, in its entirety, in the form of an unrestricted educational grant to the course. Expenses such as visiting speakers' honoraria, travel expenses, etc., may be paid separately by the donor. The grantor may request information about how grant monies were used in the course.

- Educational grant support must be reported to the audience. This must be done at the time of the course and, when possible, before the course such as on the course flyer.

1. Any "in-kind" services (i.e. equipment, meeting planning, etc.) accepted from a commercial source will be reported to the participants.
2. A full tuition charge may be assessed for courses regardless of industry support.
3. The Peripheral Nerve Society reserves all rights for marketing the course as well as marketing / distribution of any educational products (books, tapes, etc.) deriving from the course.
4. The course will be open to all who wish to attend. Any fee-waived attendees (i.e. "scholarships") will be at the discretion of the Peripheral Nerve Society.
5. Hospitality functions will occur at a site that is not contiguous with that of the course.

Fees to cover the cost of an exhibit at a course are not considered to be an educational grant. Please **do not** submit a *Commercial Support Agreement* for exhibiting.

Educational Support from A Single Company

The Peripheral Nerve Society has indicated that they distinguish between obtaining relatively small educational grants from multiple sources and accepting a single, usually large grant from a single company to organize a course. Because the potential for real or perceived bias is so great in the latter case, single-company supported courses must take special care to avoid the appearance of impropriety.

It is recognized that the guidelines relate to specific activities and practices but cannot cover all of the possible relevant situations that might arise in any given relationship. Thus, proposals for single-company supported courses will be reviewed by the PNS Education Committee with particular scrutiny for activities that might be interpreted to be promotional rather than educational.

Peripheral Nerve Society
1935 County Road B2 W, Suite 165
Roseville, MN 55113, USA

LETTER OF AGREEMENT

Regarding Terms, Conditions and Purposes of an Unrestricted Grant in Support of a PNS Educational Activity

(Form must be typed or printed legibly)

Between ***Peripheral Nerve Society, Inc*** and _____
(Commercial Supporter)

Title of Activity _____

Location _____ Date(s) _____

Address _____

City / State / Zip _____

Contact Person _____ Phone _____ Fax _____

Email Address _____

Unrestricted Educational Grant for Support of this Activity in the Amount of $ _____

"In-Kind" Support (e.g. equipment rental, lab expenses, etc.) in the Amount of $ _____

CONDITIONS

1. **Statement of Purpose:** This program is for scientific and educational purposes only and will not promote the Commercial Supporter's products or services, directly or indirectly.

2. **Control of Content & Selection of Faculty & Presenters:** The Peripheral Nerve Society is ultimately responsible for control of the content and selection of program faculty / presenter(s). The Peripheral Nerve Society represents and warrants that it will select only qualified faculty / presenter(s). The Commercial Supporter, or its agents, agrees not to attempt to direct content and will respond only to the Peripheral Nerve Societies initiated requests for suggestions of course faculty / presenter(s). The Peripheral Nerve Society will record the role of the Commercial Supporter, or its agents, in suggesting faculty / presenter(s); will seek suggestions from other sources; and will make selection of faculty / presenter(s) balanced and independent.

3. **Disclosure of Financial Relationships:** The Peripheral Nerve Society will ensure meaningful disclosure to course attendees at the time of the program of Commercial Supporter's support of the program.

4. **Involvement in Content:** There will be no influence, scripting, emphasis, or direction of content by Commercial Supporter or its agents on the content delivered during the program. This includes suggesting faculty and medical reviews.

5. **Ancillary Promotional Activities:** No promotional activities will be permitted in the same room or obligate path as the educational activity. No product advertisements will be permitted in the meeting room(s).

6. **Objectivity & Balance**: The Peripheral Nerve Society will make every effort to ensure that data regarding the company's products (or competing products) are objectively selected and presented, with favorable and unfavorable information, and balanced discussion of prevailing information on the product(s) and/or alternative treatments.

7. **Limitations of Data**: The Peripheral Nerve Society will ensure, to the extent possible, meaningful disclosure of limitations on data (e.g., ongoing research, interim analysis, preliminary data, or unsupported opinions).

8. **Discussion of Unapproved Uses**: The Peripheral Nerve Society will require that faculty / presenter(s) disclose when a product is not approved in the location the course is being held for the use under discussion.

9. **Opportunities for Debate**: The Peripheral Nerve Society will ensure opportunities for questioning or scientific debate.

10. **Independence of Peripheral Nerve Society in the use of Contributed Funds:**
    a. Funds should be in the form of an unrestricted educational grant made payable to Peripheral Nerve Society, Tax # 36-3327036.
    b. All other support associated with this activity (e.g. distributing brochures, preparing slides) must be given with the full knowledge and approval of the Peripheral Nerve Society.

Commercial Supporter will indemnify, defend and hold harmless the Peripheral Nerve Society and its officers, directors, employees, and agents from and against any and all actions, liabilities, claims, suits, damages, liens, judgments, losses, fines, penalties, costs, and expenses arising out of or relating to the direct acts of the Commercial Supporter occurring during the performance of this Agreement. The obligations set forth in this section shall survive the expiration or termination of this Agreement for any reason.

Peripheral Nerve Society will indemnify, defend and hold harmless the Commercial Supporter and its officers, directors, employees, and agents from and against any and all actions, liabilities, claims, suits, damages, liens, judgments, losses, fines, penalties, costs, and expenses arising out of or relating to the direct acts of the Peripheral Nerve Society, Inc. occurring during the performance of this Agreement. The obligations set forth in this section shall survive the expiration or termination of this Agreement for any reason.

This Agreement constitutes the entire understanding of the parties regarding the subject matter hereof and it supersedes any and all prior agreements and understandings, written or oral, regarding the subject matter hereof. This Agreement may be modified only in writing signed by both parties and will be governed by the laws of the State of Minnesota, excepting its conflicts of laws and choice of law provisions.

The Peripheral Nerve Society agrees to acknowledge educational support from the commercial company in program brochures, syllabi, and other program materials.

AGREED

Commercial Company _____

Representative _____

Signature _____ **Date** _____

Peripheral Nerve Society Allison Kindseth
Executive Director

Signature _____