

## FACULTY AGREEMENT

Faculty Name: \_\_\_\_\_

CME Title: **Pediatric Hospital Medicine (PHM) Conference**

CME Activity Location/Dates: **Virtual / August 4-6, 2021**

- The PHM Conference is sponsored by the Academic Pediatric Association (APA), American Academy of Pediatrics (AAP), and Society of Hospital Medicine (SHM).
- The 2021 PHM Conference is being managed by the APA.
- The AAP is accredited by the Accreditation Council for Continuing Medical Education (ACCME) to provide continuing medical education for physicians and is designating *AMA PRA Category 1 Credit™* on the conference.

Please review and acknowledge this Faculty Agreement as outlined below. This agreement does not alter the fact that you retain copyright ownership of your educational materials and may use these materials in any way that you deem appropriate.

### **I. Faculty Release**

As a faculty member, you hereby grant the conference sponsors royalty-free permission to:

- A. Reproduce your presentation/PowerPoint slides, handouts, syllabus materials, and related materials (“educational materials”), whether distributed electronically/in print and/or displayed during the CME activity, in any way now and in the future as an extension of this activity with appropriate attribution to you.
- B. Edit your educational materials to ensure adherence to CME requirements and guidelines (i.e., inclusion of disclosure and practice changes slides, removal of commercial logos and promotional information).
- C. Publish your name, photograph, and biographical data in connection with the CME activity (i.e., in educational and promotional materials).

To the best of your knowledge, you warrant that:

- A. The factual content of your educational materials is accurate,
- B. You are the sole author of the educational materials and have the appropriate authority to use them in the above referenced CME activity. The educational materials are original, except for any pre-existing versions of them.
- C. For any materials from copyrighted works of others, specific permission or assignment permitting the conference sponsors to copy and distribute materials must be attached. **If you do not attach permission for the conference sponsors to copy and distribute, do not include copyrighted materials of others.** Appropriate attribution in your materials must be included.
- D. Your educational materials shall contain no matter that is libelous or otherwise unlawful and shall not infringe the copyright, trade secret or other proprietary right of any third party or invade any individual privacy.
- E. All material must comply with HIPAA. Do not include any patient identifying information.

### **II. Consent to Record Presentation**

As a faculty member, you provide consent for the conference sponsors to record your presentation(s) in audio and/or visual form and acknowledge that the conference sponsors will be the sole copyright owner of the recording(s) and can edit (in keeping with the original meaning), distribute, rebroadcast at another event, and sell it, along with any related educational materials, without any royalty due to you.

### **III. Disclosure and Adherence to Accreditation Council for CME (ACCME) Standards for Commercial Support**

- A. **Please notify your APA CME contact as soon as possible of any changes in your disclosure information provided after submission of the *Full Disclosure Statement Form* and before the live activity takes place.**
- B. Educational materials, such as slides, abstracts and handouts, cannot contain any advertising, corporate logo, trade name or a product-group message of an ACCME-defined commercial interest. Educational materials must give a balanced view of therapeutic options. While use of generic names will contribute to this impartiality, if

your content includes trade names, where available trade names from several companies will be used, not just trade names from a single company.

- C. Please adhere to the ACCME's CME Clinical Content Validation Policy (<http://www.accme.org/requirements/accreditation-requirements-cme-providers/policies-and-definitions/cme-clinical-content-validation>). All the recommendations involving clinical medicine in a CME activity must be based on evidence that is accepted within the profession of medicine as adequate justification for their indications and contraindications in the care of patients; and all scientific research referred to, reported, or used in CME in support or justification of a patient care recommendation must conform to the generally accepted standards of experimental design, data collection and analysis. **Please notify your APA CME staff contact if your presentation(s) cannot meet these standards.**
- D. Educational content will promote improvements or quality in healthcare and not a specific proprietary business interest of a commercial interest. Commercial products or services cannot be promoted or sold in conjunction with educational materials.
- E. You cannot accept any payments or reimbursements from any commercial interests for your participation in this CME activity.

**IV. Adherence to CME Policies, Guidelines, and Deadlines**

- A. As a faculty member, you agree to comply with the CME policies, guidelines, and deadlines as communicated by your APA CME staff contact regarding educational materials, A/V forms, expense reports, etc.
- B. Please notify your APA CME staff contact as soon as possible, should any emergent situations prohibit you from participating in the CME activity.

\* \* \* \* \*

**BY \_\_\_\_\_, PLEASE ACKNOWLEDGE AND SUBMIT THIS AGREEMENT BY EMAIL TO  
\_\_\_\_\_ AT \_\_\_\_\_.**

**PLEASE CONTACT \_\_\_\_\_ IF YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT OR THE CME  
ACTIVITY.**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_