

# CDA Administrative Policy: Sponsorship of Continuing Professional Development Activities

## **Purpose**

The Canadian Dermatology Association (CDA) is a national physician organization that provides continuing professional development (CPD) for dermatologists.

Throughout the year, the CDA identifies select activities in which sponsorship may be possible. These opportunities are posted on the CDA website and through Sponsorship Prospectuses.

As such, the Canadian Dermatology Association (CDA) has adopted the following policy to:

- Establish rules for accepting and managing sponsorships for CPD activities
- Govern the relationships between the CDA and its sponsors; and
- Provide a framework to safeguard the CDA brand, image and assets.

# **Applicability**

This policy applies to all forms of sponsorship where the sponsor contributes, either financially or in-kind, in return for recognition, public acknowledgement, or publicity specific to the sponsored CPD activity.

# **Policy Provisions**

## **Principles:**

- 1. Sponsorship opportunities are open to all organizations and individuals who share interests, values, and goals similarly with the CDA.
- 2. The CDA reserves the right to limit the number of sponsorship opportunities.
- 3. The CDA will not enter into any agreement that would jeopardize the CDA's financial, legal or moral integrity, adversely impact the CDA's reputation, or contradict the CDA's values or mission.
- 4. Sponsorship acceptance by the CDA shall not infer any endorsement of the sponsor's products, services or ideas.
- 5. Organizations and individuals interested in providing sponsorship must observe and respect all professional and ethical standards established for physicians and accredited CPD providers, including the:
  - National Standard for Support of Accredited CPD Activities

- <u>CMA Policy: Guidelines for Physicians in Interactions with Industry</u> (Revised 2021) and
- Conseil québécois de développement professionnel continu des médecins (CQDPCM)
   Code of Ethics¹ (Revised 2020)

## **Transparency and Financial Accountability:**

- 6. Sponsorship terms and conditions must be documented in a co-signed agreement for the purposes of transparency and financial accountability. Scope of work for, and fees paid to, third parties must be appended as part of the agreement.
- 7. Sponsorship payments must be made in the form of an educational grant.
- 8. The CDA will not accept advice from sponsors as a condition of receiving financial or inkind support.
- 9. Sponsors must have no direct or indirect influence on any aspect of the development, delivery, or evaluation of an accredited CPD activity.
- 10. All faculty honoraria, travel, and accommodation payments must be transferred to, and distributed by, the CDA. No financial interaction between sponsors and faculty is permitted.
- 11. Use of third parties is limited to the provision of logistical services approved by the CDA. If contracted by the sponsor, third parties must not issue payment of travel, lodging, legitimate out of pocket expenses and any honoraria offered to members of the scientific planning committee, speakers, moderators, facilitators and/or authors.
- 12. Sponsors and third parties are expected to observe and comply with legislations protecting privacy, confidentiality, and copyright, and meet contractual obligations.

#### **Sponsorship Recognition and Promotion:**

- 13. Sponsorship is to be recognized by way of a collective statement identifying all support provided for the CPD activity.
- 14. Promotion and advertising of a CPD activity is to be led and coordinated by the CDA. Sponsors must not self-promote their sponsorship or participation in a CPD activity. Participant incentives must be approved by the CDA.

# Name, Trademarks, and Other Intellectual Property:

- 15. Sponsorship does not provide any rights and/or entitlements to a CDA CPD activity. Copyright is wholly owned by the CDA. (See <a href="CDA Administrative Policy">CDA Administrative Policy</a>: Copyright Relating to CPD Activities)
- 16. Sponsors shall not use the CDA's name, trademarks, logo or other intellectual property, except where the CDA has expressly permitted the sponsor one or more form of such use under the relevant sponsorship agreement.

<sup>&</sup>lt;sup>1</sup> CDA Interpretation: Applicable for all face-to-face CPD activities held in the Province of Quebec <u>and</u> for all online CPD activities open to Quebec physicians.

17. The CDA may use the sponsors name, trademark and/or logo or other intellectual property in connection with the sponsorship, subject to permission from the sponsor and any limitations under applicable professional accreditation rules or sector-specific association rules and policies.

#### **Termination:**

- 18. No commitment to a sponsor shall extend beyond the term agreed to between the CDA and the sponsor.
- 19. The sponsorship agreement shall allow the CDA to unilaterally terminate a sponsorship, where:
  - 19.1. retention of the sponsor would be prejudicial to the CDA's reputation or found to be in contradiction with the CDA's values or mission;
  - 19.2. there is a material breach of the parties' agreement by the sponsor.
- 20. In the event of termination pursuant to paragraph 19.2, the sponsorship agreement shall allow the CDA to not be required to return funds already paid by the sponsor to the extent that:
  - 20.1. activities supported by the sponsorship have been carried out; and/or
  - 20.2. funds have been spent or committed by the CDA in relation to the sponsorship.
- 21. CDA reserves the right at its sole discretion, to change the date or dates upon which the CPD activity is to be held and shall not be liable in damages or otherwise by reason of any such change. In addition, CDA will not be liable in damages or otherwise for failure to carry out the terms of the sponsorship agreement in whole or in part where caused directly or indirectly by or in such consequence of fire, storm, flood, war, rebellion, insurrection, riot, civil commotion, strike, disease or by any causes beyond the control of CDA.

### **Force Majeure:**

22. In case of Force Majeure, the CDA reserves the right to modify dates, time schedules, floor plans and programs. In case of forced cancellation of the event, money paid by sponsors will be reimbursed, subsequent to proportional deduction of expenses incurred.

#### **Review**

This policy shall be reviewed annually.

Approved by:

CDA Board of Directors February 26, 2024