

**COMMERCIAL SUPPORT AGREEMENT**

*“Commercial Support”* is defined as financial or in-kind contributions given by an “*Ineligible Company”* to a provider of nursing continuing professional development (NCPD) that is used to pay for all or part of the costs of an NCPD educational activity. An “*Ineligible Company*,” is defined as an organization whose primary business is producing, marketing, selling, re-selling, or distributing healthcare products used by or on patients. This includes parent companies and subsidiaries of the Ineligible Company.

Individual Educational Activity applicants and Approved Providers (both called ‘Activity Providers’) may accept commercial support for the educational activities they are developing. If commercial support is accepted, the following guidelines must be followed:

|  |  |
| --- | --- |
| **1.** | The Activity Provider is responsible for obtaining a signed Commercial Support Agreement from each Ineligible Company supporting the activity. The agreement must be signed by an individual legally authorized to enter into contracts on behalf of each organization.  |
| **2.** | The Activity Provider is responsible for managing commercial support in adherence with the “Standards for Integrity and Independence in Accredited Education” (“*The Standards*”), including documenting how commercial support was used.  |
| **3.** | No payments should be made by the Ineligible Company on behalf of the conference. All payments must be made by the Activity Provider. The Ineligible Company may request the Activity Provider submit a record of how commercial support funding was spent and may request unused funds be returned. |
| **4.** | The Activity Provider’s Nurse Planner is responsible for ensuring compliance with all aspects of *The Standards*.\*  |

**IMPORTANT NOTE:**

|  |  |
| --- | --- |
| **1.** | **Organizations providing commercial support may *not* provide or jointly-provide an educational activity.**  |
| **2.** | **An Ineligible Company may not take part in or influence any aspect of the educational activity.** |

|  |  |
| --- | --- |
| **ACTIVITY PROVIDER:** |  |
| **Title of Activity:**  |  |
|  | **IF LIVE,**  | **Date(s) offered:** |  |
|  | **Location:** |  |

|  |  |
| --- | --- |
| **Name of Ineligible Company:**  |  |
| **Total amount of Commercial Support:** |  |

|  |
| --- |
| *An Ineligible Company may request that funds be used to support a specific part of an educational activity. The Approved Provider may choose to accept the restriction or not accept the commercial support. The Approved Provider maintains responsibility for all decisions related to the activity as described below.* |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **The contribution from the Ineligible Company will be:**  |  | **Unrestricted**  |
|  |  |  | **Restricted\*\*** |
|  | **\*\* If restricted, identify how the support will be used:**  |  |  | **Speaker honoraria** |
|  |  |  |  | **Speaker expenses** |
|  |  |  |  | **Meal** |
|  |  |  |  | **Other:**  |  |

|  |
| --- |
| **TERMS AND CONDITIONS** |
| 1. | All organizations *must* comply with the Standards for Integrity and Independence in Accredited Education. |
| 2. | This activity is for educational purposes only and will not promote any proprietary interest of an Ineligible Company providing financial or in-kind support. |
| 3. | The Activity Provider is responsible for all decisions related to the educational activity. The Ineligible Company providing financial or in-kind support may **not** participate in any component of the planning process of an educational activity, including:* Assessment of learning needs
* Determination of outcomes
* Selection or development of content
* Selection of planners, presenters, faculty, authors and/or content reviewers
* Selection of teaching/learning strategies
* Evaluation methods
 |
| 4. | The Activity Provider will make all decisions regarding the disposition and disbursement of commercial support in accordance with ANCC criteria.  |
| 5. | All commercial support associated with this activity will be given with the full knowledge and consent of the Activity Provider. No other payments shall be given to any individuals involved with the supported educational activity. |
| 6. | Commercial support will be disclosed to the participants of the educational activity. |
| 7. | Ineligible Organizations may not exhibit, promote or sell products or services during the introduction of an educational activity, while the educational activity takes place, or at the conclusion of an educational activity, regardless of the format of the educational activity.  |
| 8.  | A 30 minute interval between educational content and promotion is required if the educational activity takes place in the same physical location or on the same virtual platform as the promotional activity.  |

|  |
| --- |
| **STATEMENT OF UNDERSTANDING***The individuals signing this document must have the authority to enter into such an agreement on behalf of the organization.*  |
| **Ineligible Company Name:**  |  |
| Address: |  |
|  |  |
| **Representative Name:** |  |
| Phone: |  |
| Email: |  |
|  |  |
| **Signature (hand-written or electronic):** | **.** |
| Date: |  |
| Completed by (Printed name and credentials): |  |
|  |
|  |
| **Activity Provider Name:**  |  |
| Address: |  |
|  |  |
| **Representative Name:** |  |
| Phone: |  |
| Email: |  |
|  |  |
| **Signature (hand-written or electronic):** |  |
| Date: |  |
| Completed by (Printed name and credentials): |  |

**\*** More information about *Ineligible Companies* can be found at <https://accme.org/accreditation-rules/standards-for-integrity-independence-accredited-ce/eligibility>.

\* More information about Commercial Support can be found at: <https://accme.org/accreditation-rules/standards-for-integrity-independence-accredited-ce/standard-4-manage-commercial-support-appropriately>.