



LETTER OF AGREEMENT FOR COMMERCIAL SUPPORT OF A CE ACTIVITY

Duke University’s Department of Clinical Education and Professional Development (the “Accredited Provider”) is committed to presenting continuing education (“CE”) activities that promote improvements or quality in healthcare and are independent of the control of ineligible companies’ support. As part of this commitment, we have outlined in this written letter of agreement the terms, conditions, and purposes of commercial support for the CE activity delineated below. Commercial support is defined as financial, or in-kind (non-financial), contributions given by an Ineligible company, which is used to support all or part of the costs of a CE activity. ACCME defines an Ineligible Company as any entity whose primary business is producing, marketing, selling, reselling, or distributing health care products used by or on Patients.

Form with fields: Activity Title, Location, Date(s), Ineligible Company, Amount of Educational Grant, In-kind Support (checkboxes for Durable Equipment, Disposable Supplies, Facilities/Space, Animal Parts or Tissue, Human Parts or Tissue, Other, None—financial support only), Educational Partner(s), Duke SPS ID#

Terms, Conditions, and Purposes

- 1. The Ineligible Company, the Accredited Provider, and the Educational Partner(s) agree to abide by all requirements of the Accreditation Council for Continuing Medical Education (ACCME) Standards for Commercial Support of Continuing Medical Education.
2. This activity is for scientific and educational purposes only and will not promote any specific proprietary business interest of the Ineligible Company.
3. The Accredited Provider is responsible for all decisions regarding the identification of educational needs, determination of learning objectives, selection and presentation of content, selection of all persons and organizations that will be in a position to control the content of the CE, selection of education methods, selection of target audience, evaluation of the activity, and marketing of the activity.
4. The Accredited Provider and the Ineligible Company agree that the Commercial Support provided herein has not been determined in a manner which takes into account the volume or value of any referrals, financial relationship(s) or other business arrangement(s) otherwise existing between the parties for which payment may be made, in whole or in part, under any Federal or state health care program, including, without limitation, Medicare or Medicaid. The provided funds or portions of the provided funds may be reportable in compliance with the Physician Payments Sunshine Act.
5. The Ineligible Company shall provide Commercial Support in the amount set forth above to the Accredited Provider promptly upon execution of this Agreement. The Accredited Provider will make all decisions regarding the disposition and disbursement of those funds.
6. The Ineligible Company will not require the Accredited Provider to accept advice or services concerning teachers, authors, or participants or other education matters, including content, as conditions of receiving this grant.

**Terms, Conditions, and Purposes (continued)**

7. All commercial support associated with this activity will be given with the full knowledge and approval of the **Accredited Provider**. No other payments shall be given to the director of the activity, planning committee members, teachers or authors, educational partner(s), or any others involved with the supported activity.
8. The funds provided under this grant are not intended to defray or pay any costs for exhibit space.
9. Product-promotion material or product-specific advertisement of any type is prohibited in the same room before, during, or after the CE activity. The juxtaposition of editorial and advertising material on the same products or subjects is not allowed. Live or enduring promotional activities must be kept separate from the CE activity. Promotional materials cannot be displayed or distributed in the education space immediately before, during, or after the CE activity. **Ineligible Company** may not engage in sales or promotional activities while in the space or place of the CE activity.
10. The **Ineligible Company** may not be the agent providing the CE activity to the learners.
11. The Accredited Provider will ensure that the source of support from the Ineligible Company, either direct or "in-kind," is disclosed to the participants, in activity brochures, syllabi, and/or other activity materials, and at the time of the activity. This disclosure will not include the use of a logo, trade name, or a product-group message.
12. The **Accredited Provider** will, upon request, furnish the **Ineligible Company** with documentation detailing the receipt and expenditure of the Commercial Support. The **Accredited Provider** agrees that the **Commercial Support** will be used only for the support of the defined **CE Activity**, and shall return to the **Ineligible Company** any funds that are not used for that purpose.

This **Agreement** constitutes the entire agreement between the parties relating to the supported activity and supersedes all other agreements, express or implied, between the parties as to its subject matter. This **Agreement** may be modified only by a writing signed by both parties which states it is an amendment to this **Agreement**. This **Agreement** shall be governed by and construed in accordance with the laws of the State of North Carolina.

**Accredited Provider: Duke University Health System**

Tax ID Number **56-0532129**

Contact Person \_\_\_\_\_

Email \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax \_\_\_\_\_

**Ineligible company:**

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

Email \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax \_\_\_\_\_

**Agreed by Authorized Representatives**

**DUKE UNIVERSITY**

**INELIGIBLE COMPANY (use ALL-CAPS)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Terry McDonnell, DNP, RN, ACNP-BC

\_\_\_\_\_  
Print Name

Senior Vice President & Chief Nurse  
Executive, DUHS, Vice Dean for Clinical  
Affairs, Duke University School of Nursing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

