**LETTER OF AGREEMENT FOR COMMERCIAL SUPPORT (GRANTS) OF A CME/CNE ACTIVITY**

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| **Commercial Interest (Company Name):** | |
| **Contact Person/Email address:** | |
| **Activity Title:** | |
| **Location:** | **Date of Activity:** |
| **Amount of Educational Grant: $** | |
| **Unrestricted**  **Restricted**      **In-Kind Support –** *Check appropriate box(es) and specify what will be provided*: None – financial support only | |

**Dartmouth-Hitchcock** (the “Accredited Provider”) is committed to providing Continuing Medical Education (CME) and Continuing Nursing Education (CNE) activities that are linked to quality and safety, are effective in improving medical and nursing practice, are based on valid content, and are independent of commercial interests\*. As part of this commitment, we have outlined in this written letter of agreement the terms, conditions and purposes of commercial support for the CME/CNE activity below. Commercial Support is defined as financial, or in-kind (non-financial), contributions given by a commercial interest, which is used to support all or part of the costs of a CME/CNE activity.

**Terms, Conditions and Purposes**

1. **Statement of Purpose:** This activity is for scientific and educational purposes only and will not promote any specific proprietary business interest of the Commercial Interest.
2. **Independence:** As an Accreditation Council for Continuing Medical Education (ACCME) and American Nurses Credentialing Center (ANCC) accredited provider, D-H will ensure that the following decisions are controlled by the accredited provider and are completely free of the control of a commercial interest.

* Identification of CME and CNE needs and selection of target audiences;
* Determination of educational objectives;
* Selection and presentation of content;
* Selection of all persons and organizations that will be in a position to control the content of the CME and CNE;
* Selection of educational methods;
* Evaluation of the activity; and,
* Execution of outcome measures for the activity.

1. **Appropriate Use of Commercial Support:** The Commercial Interest 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 the funds from the Commercial Interest. There will be no conditions from commercial interest(s) attached to provision of support for educational programs. D-H cannot be required by a commercial interest to accept advice or services concerning teachers, authors, or participants or other education matters, including content, from a commercial interest as conditions of contributing funds or services. All commercial support associated with this activity will be given with the full knowledge and approval of the Accredited Provider. Payment of honoraria and reimbursement of out-of-pocket expenses for CME/CNE planners, teachers, and authors will be provided directly by D-H or joint provider educational partner(s), and never directly by the commercial supporter. These payments will always be in compliance with the D-H written policies and procedures governing honoraria and reimbursement or associated expenses. No other payments shall be given to the director of the activity, planning committee members, teachers or authors, joint sponsor, or any others involved with the supported activity. Funds originating from a commercial source may not be used to pay for travel, lodging, registration fees, honoraria, or personal expenses for non-faculty attendees. D-H and its educational partners will be accountable for documenting the receipt and expenditure of the commercial support. If teachers or authors are listed on the agenda as facilitating or conducting a presentation or session, but participate in the remainder of an educational event as a learner, their expenses can be reimbursed and honoraria can be paid for their teacher or author role only. Social events or meals at CME/CNE activities cannot compete with or take precedence over the educational events. 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. Funds should be made payable to the Mary Hitchcock Memorial Hospital (Tax ID Number 02-0222140) unless otherwise designated.
2. **Reconciliation:** The Accredited Provider will, upon request, furnish the Commercial Interest with documentation detailing the receipt and expenditure of the commercial support.
3. **Commercial Promotion:** The funds provided under this grant are not intended to defray or pay any costs for exhibit/display space. Neither

exhibit space nor advertising has been offered or will be given as a condition of commercial support. In-kind donations are for educational purposes only and will not be used as opportunities for selling. No promotional activity or advertisements will be permitted in the same room as the educational activity. The Commercial Interest may not be the agent providing the CME/CNE activity to the learners.

1. **Disclosure:** The Accredited Provider will ensure that the source of support from the Commercial Interest, either direct or “in-kind”, is disclosed to the participants in program brochures (if known), syllabi and other program 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.
2. **Agreement:** The accredited provider, the joint (non-accredited) provider, all educational partners, and commercial supporters agree to abide by the above outlined terms of agreement and by all relevant ACCME guidelines, policies, and The Standards for Commercial Support as well as all ANCC guidelines, policies and procedures. D-H/Nursing Continuing Education Council (NCEC) is an ANCC accredited provider of continuing nursing education. ANCC supports the ACCME guidelines and policies stated in this document including the definition of Conflict of Interest. The Agreement must be signed by both the official representative of the specified commercial interest that is the source of the commercial support and D-H Associate Dean for CME, Administrative Director for CME, CNE Director or their designee.

# QUESTIONS:

# Any questions concerning the conditions outlined above should be directed to the CME/CNE Office, Dartmouth-Hitchcock Medical Center, One Medical Center Drive, Lebanon, NH, 03756, (603) 653-1234.

# AGREEMENT BY AUTHORIZED REPRESENTATIVES:

**Accredited Provider Commercial Interest**

|  |  |  |
| --- | --- | --- |
| Signature Date |  | Signature Date |
|  | | |
| Print Name |  | Print Name |
|  | | |
| Title |  | Title |

*\* Commercial Interest: The ACCME defines a “commercial interest“ as any entity producing, marketing, re-selling or distributing health care goods or services consumed by, or used on, patients, with the exemption of non-profit or government organizations and non-health care related companies.*

*\*\* Relevant Financial Relationships: Financial relationships are those relationships in which the individual benefits by receiving a salary, royalty, intellectual property rights, consulting fee, honoraria, ownership interest (e.g., stocks, stock options or other ownership interest, excluding diversified mutual funds), or other financial benefit. Financial benefits are usually associated with roles such as employment, management position, independent contractor (including contracted research), consulting, speaking and teaching, membership on advisory committees or review panels, board membership, and other activities from which remuneration is received or expected. ACCME considers relationships of the person involved in the CME activity to include financial relationships of a spouse or partner.*

*\*\*\* Conflict of Interest: The ACCME considers circumstances to create a conflict of interest when an individual has an opportunity to affect CME content about products or services of a commercial interest with which he/she has a financial relationship.*