**Children’s of Alabama**

**Commercial Support Agreement**

***Commercial support***is defined as financial or in-kind contributions given by an ineligible company/organization, which is used to offset all or part of the costs of a nursing continuing professional development (NCPD) activity. An ineligible company/organization is defined by the American Nurse's Credentialing Center (ANCC) and the Northeast Multistate Division (NEMSD), as any entity whose primary business is producing, marketing, selling, reselling, or distributing healthcare products used by or on patients, including any subsidiaries of ineligible companies. Exceptions are made for organizations whose mission and function are 1) providing clinical services directly to patients, 2) the education of healthcare professionals, or 3) serving as fiduciary to patients, the public or population health, and other organizations that are not otherwise ineligible Examples can be found at: <https://www.accme.org/accreditation-rules/standards-for-integrity-independenceaccredited-ce/eligibility>.

Commercial support is categorized as either financial or in-kind. **In-kind** support is materials, space, meals/food, or other non-monetary resources or services used by an Individual Activity Provider to conduct an educational activity, which may include but is not limited to human resources, marketing services, physical space, equipment such as audio-visual materials and teaching tools. **Financial** support can be restricted or unrestricted and must be explained. **Unrestricted** support is support given freely and without constraint by the ineligible company/organization. The Provider has sole discretion to administer commercial support as appropriate for planning, developing, implementing, or evaluating the educational activity. **Restricted** support is given toward a specific aspect of an educational activity such as meals, breakout sessions or speaker honoraria.

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| Activity Title: | | | |  | | | | | | | | |
| Activity Date: | | | |  | | | | Activity Format:  Live  Enduring  Blended | | | | |
| Name of Commercial Interest/Supporter: | | | | | | |  | | | | | |
| Commercial Interest Representative: | | | | | |  | | | | | | |
| Address: | | |  | | | | | | | | | |
| City: |  | | | | | | | | State: |  | Zip Code: |  |
| Phone: | |  | | | | Email: | | |  | | | |
| Amount of Support: | | | | | $ |

Type of Support:  In-Kind Support – Describe:

Financial:  Unrestricted

Restricted:  Speaker honorarium  Speaker travel expenses

Meal function  Other – Describe:

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| **Terms & Conditions** – *please check each box below to indicate your understanding and agreement to terms* | |
|  | All organizations must comply with the Standards for Integrity and Independence in Accredited Continuing Education which is available on the Northeast MSD website at |
|  | Ineligible companies/organizations providing commercial support for an educational activity may not influence the planning, delivery, or evaluation of the educational activity |
|  | Ineligible companies/organizations may not jointly provide educational activities |
|  | The Individual Activity Provider will make all decisions regarding the disposition and disbursement of commercial support in accordance with the ANCC/Northeast MSD Accreditation criteria. |
|  | The name of the ineligible company/organization providing commercial support as well as the nature of the support will be disclosed to learners prior to the educational activity |
|  | Arrangements for exhibit space may not be a condition of the provision of financial or in-kind support from ineligible companies/organizations for the educational activity |
|  | Live Educational Activities – Marketing and exhibits by ineligible companies/organizations must be physically separated from the educational space. Activities that are part of the event but are not eligible for nursing contact hours must be clearly labeled and communicated as such and may not take place within 20 minutes in the same space as any educational activity. |
|  | Advertisements/Marketing promoting the products or services of an ineligible company/organization, including corporate or product logos, trade names or product group messages, are not permitted in educational materials. |
|  | Ineligible companies/organizations may not provide access to, or distribute, nursing continuing professional development activities to learners. This includes offering to help promote an upcoming educational activity to broaden the organizations reach. |
|  | Ineligible companies/organizations may provide giveaways for learners, as long as there is physical separation between accessing the giveaway and learner engagement in the educational activity |

By signature below, the representatives (1) acknowledge they are duly authorized to enter into binding contracts on behalf of the Ineligible Company and Individual Activity Provider Organizations and (2) agree to comply with the terms and conditions outlined above.

|  |  |  |  |
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| **Activity Provider** | | | |
| Activity Provider Name: |  | | |
| Activity Provider Representative: | | |  |
| Representative Title/Position: | |  | |
| **Electronic Signature:** *Completion of the name and date below serves as the electronic signature of the individual, with authority to sign agreements on behalf of the Activity Provider, agreeing to the terms and attesting to the accuracy of the information given above.* | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Name and Credentials:** |  | **Date:** |  |

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| **Ineligible Company/Organization** | |
| Organization Name: |  |
| Organization Representative: |  |
| Representative Title/Position: |  |
| **Electronic Signature:** *Completion of the name and date below serves as the electronic signature of the individual, with authority to sign agreements on behalf of the organization, agreeing to the terms and attesting to the accuracy of the information given above.* | |

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| --- | --- | --- | --- |
| **Name and Credentials:** |  | **Date:** |  |