



ADVANCING EMERGENCY CARE 

WRITTEN AGREEMENT FOR COMMERCIAL SUPPORT OF CONTINUING MEDICAL EDUCATION

Overview

This Agreement sets forth the terms and conditions of the receipt of Commercial Support (hereinafter called "Support") relating to accredited continuing medical education activities provided by the **American College of Emergency Physicians** (hereinafter called the "Provider") and in accordance with the criteria and policies of the Accreditation Council for Continuing Medical Education "ACCME", including the **ACCME Standards for Integrity and Independence in Accredited Continuing Education**. Commercial Support is defined as financial, or in-kind, contributions given by a commercial interest which is used to pay all or part of the costs for a CME activity.

Title of Accredited Activity:

Activity Date: _____

Activity Location: _____

Name of Joint Provider (If applicable): _____

Name of Commercial Interest: _____

Type of Direct Commercial Support (Hereinafter called Support):

In-kind (Itemize) _____

Monetary (List amount(s) in USD) _____

Other (Describe) _____

Support to be used for the following:

Meeting Expenses
(itemize)

Other (list)

Independence

1. This accredited activity is for scientific and educational purposes only and will not promote any specific proprietary business interest of the Commercial Interest.
2. The Provider and its Joint Provider(s) (if applicable) has full and complete control over all aspects of the accredited activity, including but not limited to, the planning and execution of the accredited activity, the responsibility for all decisions regarding the identification of educational needs, determination of educational objectives, selection and presentation of content, selection of all persons and organizations that will be in a position to control content, selection of education methods, and the evaluation of the accredited activity.

Appropriate Use of Commercial Support

3. The Provider will make all decisions regarding the disposition and disbursement of the funds from the Commercial Interest. If a Joint Provider is involved, the Joint Provider is authorized by the Provider to act on its behalf to receive funds from the Commercial Interest.
4. The Commercial Interest will not require the Provider or Joint Provider (if applicable) to accept advice or services concerning faculty, authors, or participants or other education matters, including content, as conditions of receiving this Support.
5. All Support associated with this accredited activity will be given with the full knowledge and approval of the Provider.

6. All honoraria provided to planners and faculty will conform to the Provider's Policy on Honoraria and will be disbursed to those persons directly by the Provider or by the Joint Provider (if applicable) on behalf of the Provider.
7. The Commercial Interest agrees not to provide any other funds to persons associated with the accredited activity, including but not limited to, the director of the accredited activity, planning committee members, faculty, authors, Joint Provider, or any others associated with the accredited activity.
8. If requested by the Commercial Interest, it is agreed by the parties that any unused funds from this Support will be returned to Commercial Interest by the Provider or Joint Provider (if applicable) with a reconciled accounting detailing the receipt and expenditure of the funds.

Commercial Promotion

9. Product-promotion material or product-specific advertisement of any type is prohibited in or during the accredited 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 accredited activity. Promotional materials cannot be displayed or distributed in the education space immediately before, during or after an accredited activity. The Commercial Interest may not engage in sales or promotional activities while in the space or place of the accredited activity.
10. The Commercial Interest may not be the agent providing the accredited activity to the participants.

Disclosure

11. The Provider and its Joint Provider (if applicable) will ensure that the source of support from the Commercial Interest, either direct or "in-kind," is made transparent to the participants, in program brochures, syllabi, and other program materials, and at the time of the accredited activity. This disclosure will not include the use of a trade name or a product-group message. The acknowledgment of Support may state the name, mission, and clinical involvement of the company or institution and may include corporate logos and slogans, if they are not product promotional in nature and if there are no product relationships with the accredited activity's planners, faculty, authors, reviewers, or any staff involved in the content of the accredited activity that is or may be perceived as a conflict of interest. Such information will be made transparent to participants in course materials and be positioned such that this information is read and understood prior to the start of the accredited activity.

Dispute Resolution

12. In the event a claim or dispute of any kind or nature whatsoever arises out of this Agreement, the dispute shall be resolved by arbitration by a single arbitrator engaged in the practice of law, in accordance with the applicable rules of the American Arbitration Association and any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorneys' fees and will share equally in the fees and expenses of the arbitrator. The validity of claims shall be determined under federal law.

Force Majeure

13. Neither the Provider nor Commercial Interest shall be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts or events beyond its reasonable control. Such acts shall include, but not be limited to, acts of God, civil or military authority, acts or threats of terrorism, civil disturbance, war, strikes, fires, other catastrophes, labor disputes, government regulation or advisory (including governmental advisories, quarantines, curfews, epidemics, and pandemics) or any other events beyond any party's reasonable control making it illegal, impossible or commercially impracticable to fulfill its obligations under the terms of this Agreement. In the event the CME Activity is canceled by reason of Force Majeure, the Provider shall not be required to return the Support to the Commercial Interest provided the Provider reschedules the CME Activity within one (1) year of the canceled CME Activity.

Notices

14. All notices and other communications with respect to this Agreement must be in writing and either (a) hand delivered by the party giving such notice or by a recognized overnight delivery service which requires a written receipt of delivery with all charges paid by the sender; or (b) sent by certified or registered mail, return receipt requested, with all postage and charges prepaid by the sender to the addresses listed below.

Miscellaneous

15. This Agreement constitutes the entire Agreement between the parties and supersedes all prior writings or oral agreements. All provisions of this Agreement shall be enforced to the fullest extent permitted by law. If however, any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision were never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision. This Agreement may only be modified by written agreement duly signed by persons authorized to sign agreements on behalf of the Provider, Joint Provider (if applicable), and Commercial Interest. Delivery of an executed counterpart of this Agreement by facsimile or any other reliable means (for example: scanned and sent via email) shall be effective for all purposes as delivery of a manually

executed original counterpart. The parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means shall in all respects be considered an original.

All parties agree to abide by all requirements of the **ACCME Standards for Integrity and Independence in Accredited Continuing Education**.

Please complete page 3 and return pages 1 through 3 to Provider
Information on the Parties to the Agreement is as follows:

For the Provider:

Tax ID Number: 38-1888798
Contact Person: Sandy Mardant
Phone Number: 469-499-0237

Email Address: smardant@acep.org

For the Commercial Interest:

Contact Person:
Street Address:
City, State, Zip:
Phone Number:

Email Address:
Fax Number:

For the Joint Provider (if applicable):

Tax ID Number:
Contact Person:
Phone Number:

Email Address:
Fax Number:

Agreed by Authorized Representatives

Commercial Interest:

Signature (electronic/digital signature acceptable)

Date:
Typed Name:
Title: Title:

Provider: American College of Emergency Physicians

Signature (electronic/digital signature acceptable)

Date:
Typed Name: Sandy Mardant
Title: Title: Sr CME Accreditation Manager

Joint Provider (if applicable):

Signature (electronic/digital signature acceptable)

Date:
Typed Name:
Title: