



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 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 CE activity delineated 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 CE activity. ACCME defines a Commercial Interest as any entity producing, marketing, selling, or distributing healthcare goods or services consumed by, or used on, patients.

Activity Title:	Perioperative Surgical Home Boot Camp		
Location:	Hilton Alexandria Mark Center, Alexandria, Virginia		
Date(s):	September 17-18, 2017		
Commercial Interest:			
Amount of Educational Grant:			
In-kind Support (check appropriate boxes/specify "other"):	<input type="checkbox"/> Durable Equipment	<input type="checkbox"/> Disposable Supplies	<input type="checkbox"/> Facilities/Space
	<input type="checkbox"/> Animal Parts or Tissue	<input type="checkbox"/> Human Parts or Tissue	<input type="checkbox"/> Other: _____
			<input type="checkbox"/> None—financial support only
Educational Partner(s) (if applicable):			
Duke SPS ID# (to be filled in by Duke Dept):			

Terms, Conditions, and Purposes

1. The **Commercial Interest**, 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 Commercial Interest.
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 **Commercial Interest** 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 **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 those funds.
6. The **Commercial Interest** 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. **Commercial Interest** may not engage in sales or promotional activities while in the space or place of the CE activity.
- 10. The **Commercial Interest** 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 Commercial Interest, 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 **Commercial Interest** 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 **Commercial Interest** 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

Tax ID Number **56-0532129**

Contact Person _____

Phone Number _____

Email _____

Fax _____

Commercial Interest:

Address _____

City, State, Zip _____

Contact Person _____

Phone Number _____

Email _____

Fax _____

Agreed by Authorized Representatives

DUKE UNIVERSITY

COMMERCIAL INTEREST (Spell out company name in all CAPs)

Signature Date

Signature Date

Print Name

Print Name

Title

Title