

### EDUCATIONAL COMMERCIAL / EXHIBITOR SUPPORT AGREEMENT

MORE Foundation is committed to presenting Continuing Education ("CE") activities that promote improvements in healthcare, independent of the control of commercial interests. As part of this commitment, MORE Foundation has outlined in this Commercial Support Agreement (this "**Agreement**") the terms, conditions, and purposes related to Commercial / Exhibitor Support provided in connection with the CE Activity.

<b>Title of Educational Activity:</b>	
<b>Activity Location:</b>	<b>Activity Date(s):</b> -
<b>Name of Commercial Interest / Grant Entity:</b>	
<input type="checkbox"/> <b>Exhibitor Amount:</b>	\$
<b>Purpose of Commercial Support or Grant:</b>	
<input type="checkbox"/> <b>Unrestricted</b>	\$
<input type="checkbox"/> <b>Speaker Honoraria</b>	\$
<input type="checkbox"/> <b>Speaker Expenses (Itemize)</b>	\$
<input type="checkbox"/> <b>Meeting Expenses (Itemize)</b>	\$
<input type="checkbox"/> <b>Other (List)</b>	\$
<input type="checkbox"/> <b>In-Kind (Itemize)</b>	
<b>TOTAL:</b>	\$

<b>In consideration of the amount of support provided, the Commercial / Grant Entity shall receive:</b>	
<input type="checkbox"/> <b>Per the attached prospectus:</b> _____ (enter type/level of support)	
<input type="checkbox"/> <b>As listed:</b>	

## **Agreement**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** For purposes of this Agreement:
  - a. "CE Activity" means the activity described in the foregoing table.
  - b. "Commercial Support" means financial, or in-kind, contributions given by a commercial interest which is used to pay all or part of the costs of a CE activity. The Commercial Support provided in connection with the CE Activity is set forth in the foregoing table.
  - c. "Commercial Interest" means the entity identified in the foregoing table.
2. **Incorporation of Standards.** The parties hereby agree that, by this reference, the terms set forth in "Standards for Integrity and Independence in Accredited Continuing Education," a copy of which is attached hereto (the "**ACCME Standards**"), are hereby incorporated into this Agreement by this reference. As a result, the parties agree to abide by the ACCME Standards in their entirety in connection with the CE Activity.
3. **Independence.** The parties hereby acknowledge and agree that:
  - a. The CE Activity is for scientific and educational purposes only and will not promote any specific proprietary business interest of the Commercial Interest.
  - b. MORE Foundation is responsible 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 the content of the CE, selection of education methods, and the evaluation of the CE Activity.
4. **Use of Commercial Support and Educational Grants:**
  - a. MORE Foundation will, in its sole and absolute discretion, make all decisions regarding the disposition, disbursement, and use of the Commercial Support.
  - b. The Commercial Interest will not require MORE Foundation to accept advice or services concerning teachers, authors, or participants or other education matters, including CE Activity content, as conditions to receiving the Commercial Support.
  - c. All Commercial Support associated with the CE Activity is being provided with the full knowledge and approval of MORE Foundation. The parties acknowledge and agree that no other payments shall be given to the director of the activity, planning committee members, teachers or authors, joint sponsor, or any other individuals or entities involved with the CE Activity.
  - d. MORE Foundation will, upon request, furnish the Commercial Interest with documentation detailing the receipt and expenditure of the Commercial Support.
  - e. Any unrestricted funds not used for the educational event may be used for other educational purposes consistent with the charitable mission of the organization.
5. **Commercial Promotions.** Without limiting the generality of Section 2 of this Agreement, the parties hereby acknowledge and agree that commercial promotions during the CE Activity will be restricted in a manner consistent with Standard 4 of the ACCME Standards.
6. **Incorporation of Exhibitor Rules and Regulations.** The parties hereby agree that, by this reference, the terms set forth in the Exhibitor Rules and Regulations, a copy of which is attached hereto are hereby incorporated into this Agreement by this reference. As a result, the parties agree to abide by the Exhibitor Rules and Regulations in their entirety in connection with the CE Activity if being an Exhibitor is part of the prospectus.
7. **Disclosure.** The MORE Foundation will ensure that all financial relationships will be disclosed to the CE Activity participants prior to the beginning of the CE Activity. The disclosure will not include the use of a corporate logo, trade name, or a product-group message.

8. **Contact Information.**

**Name of Accredited Provider:**  
**MORE Foundation**

Contact Person: Marc Jacofsky, PhD  
Phone Number: 623.537.5642

Email Address: cme@more-foundation.org  
Fax Number: 855.270.5472

**Educational Provider:**

Contact Person:

Email Address:

Phone Number:

Fax Number:

**Name of Commercial Interest**

Address:

City, State, Zip:

Contact Person:

Email Address:

Phone Number:

Fax Number:

9. **Miscellaneous.** This Agreement will be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to choice of law principles. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which, when taken together, will constitute one and the same instrument. This Agreement may be amended only in writing that is executed by both parties. Any inconsistencies between the terms set forth in this Agreement and the ACCME Standards, as amended, will be resolved in favor of the ACCME Standards.

**[Signatures appear on the following page.]**

This Educational Commercial / Exhibitor Support Agreement has been executed and delivered by the parties, and is effective as of the last date set forth below.

**Commercial Interest:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

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

\_\_\_\_\_  
Date

**Accredited Provider:**

\_\_\_\_\_  
Signature

Marc Jacofsky, PhD, Executive Director  
\_\_\_\_\_  
Print Name & Title

MORE Foundation  
\_\_\_\_\_  
Print Entity Name

\_\_\_\_\_  
Date

**Educational or Joint Provider:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

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

\_\_\_\_\_  
Date

## Exhibitor Rules and Regulations

### 1. ASSIGNMENT OF SPACE

Musculoskeletal Orthopedic Research and Education Foundation (hereinafter "MORE") and/or its joint educational provider may at its discretion accept or reject any request or agreement for Exhibit Space and reserves the right to relocate or reassign exhibit space at any time. Agreements received will be assigned on a first come, first-served basis. The primary consideration in the assignment of space to exhibitors shall be in the best interest of MORE and/or its joint educational provider. Space determinations are also contingent upon a receipt of Agreement with the corresponding funds; the size of exhibit space requested; physical layout and characteristics of space at the event; and compatibility of exhibitors. All applications for space must be filed on the Agreement. Please keep a copy for your records. Each exhibiting company must have contiguous booths, unless other set-up is approved by MORE and/or its joint educational provider discretion.

### 2. CONTINUING EDUCATION

The exhibitor will not require MORE and/or its joint educational provider to accept advice or services concerning faculty, authors, or participants or other education matters, including educational content, as conditions to receiving exhibitor support. Product promotion material or product specific advertisement of any type is prohibited in the educational space or before, during, or after continuing education activities.

### 3. PAYMENT, CANCELLATIONS & REFUNDS

Prices of exhibit space are indicated on the Support Opportunities Application or Prospectus. Agreements submitted on or before six months prior to the event, must be accompanied by payment in the amount of 50% of the total space rental charge to secure exhibit space. Contracts submitted after six months prior to the event must be accompanied by payment in full. Make all checks payable to MORE Foundation (Tax ID Number 27-0170045) OR its joint educational provider as directed.

All cancellations must be made in writing and emailed to MORE Foundation at [cme@more-foundation.org](mailto:cme@more-foundation.org) or its joint educational provider. A charge of 50% of the space rental will be made on all cancellations made any time up to six months prior to the event. A 100% cancellation fee applies before six months prior to the event.

If for any reason beyond MORE's and/or its joint educational provider control, the event must be canceled, shortened, delayed or otherwise altered or changed, exhibitor understands and agrees that all losses and damages which it may suffer as a consequence thereof are its responsibility and not that of MORE, its Board of Trustees, its joint educational provider, or employees. Exhibitor understands that it may lose all monies it has paid to MORE and/or its joint educational provider for space, as well as other costs and expenses it has incurred, including travel to event, setup, lodging, freight, employee wages, etc. Exhibitor, as a condition of being permitted by MORE and/or its joint educational provider to be an exhibitor at an event, agrees to indemnify, defend and hold harmless MORE, its Board of Trustees, employees, agents of service contractors, or its joint educational provider from any and all loss, which exhibitor may suffer as a result of event cancellation, duration, delay or other alterations or changes caused while or in part by any reason outside MORE's and/or its joint educational provider's control.

4. SUBLETTING OF EXHIBIT SPACE & CARE OF BUILDING

Exhibitors are prohibited from assigning or subletting any part of the space allotted to them. Exhibitors may not exhibit, or permit to be exhibited in their space, any merchandise or advertising materials which are not part of their own products, or those of their subsidiaries.

5. EXHIBITOR CONSIDERATIONS

All exhibitor considerations are outlined and will be provided to exhibitors at no additional charge. No credits will be issues for considerations not utilized. MORE and/or its joint educational provider will make every effort to help exhibitors utilize all benefits as outlined in the package/prospectus.

6. SPACE SET-UP, CONSTRUCTION RULES & REGULATIONS

Exhibitors must abide by all the facility rules and regulations of the event center. All display rules and regulations outlined by the International Association of Exhibitors and Events (IAEE) in "Guidelines for Display Rules and Regulations" (2014 Update) apply.

7. EXHIBITOR SERVICES SHIPPING INSTRUCTIONS

Contact the MORE and/or the joint educational provider regarding arrangements to deliver exhibits directly to the exhibit area.

8. EXHIBITOR LIABILITY, INDEMNIFICATION & INSURANCE

Exhibitor always remains solely responsible for the safety of its personnel and property during transit to and from event and within the event location. By signing the Agreement, the exhibitor waives and releases any claims or demand it may have against MORE and/or its joint educational provider for reason of injury, any damage or loss of any of its personnel or property. Exhibitor agrees that it will indemnify, defend and hold MORE and/or its joint educational provider harmless against all claims on account of injury to any person to the extent that any such injury was caused wholly or in part by any act or omission of exhibitor or any agents, employees, contractors, guests, licensees or invitees. The terms of this provision shall survive the termination or expiration of this Agreement. This indemnification of MORE and/or its joint educational provider by exhibitor is effective unless such injury was caused by the sole negligence or gross negligence or willful misconduct of MORE and/or its joint educational provider. If MORE and/or its joint educational provider is made a party to any litigation commenced by or against exhibitor, or relating to the lease or the premises leased hereunder, then exhibitor will pay all costs and expenses, including attorneys' fees, incurred by or imposed upon MORE and/or its joint educational provider by reason of litigation. MORE and/or its joint educational provider recommends that exhibitor obtain its own insurance at its expense for loss or damage to property or injury to persons and cover its obligation under this paragraph 8. In no event shall the exhibit facility or its owners, MORE, Board of Trustees, its joint educational provider or employees be liable to the exhibitor or any third party hired by or otherwise engaged by the exhibitor for any lost profits or any other indirect, special, punitive, exemplary, incidental or consequential damages, including attorneys' fees and costs, arising out of this application and agreement or connected in any way with use of or inability to use the services outlined in this application and agreement or for any claim by exhibitor, even if any of the MORE and/or its joint educational provider parties have been advised, are on notice, and/or should have been aware of the possibility of such damages. Exhibitor agrees that MORE's and/or its joint educational provider sole and

maximum liability to exhibitor regardless of the circumstances shall be the refund of the exhibit booth/table fee. Exhibitor agrees to indemnify and defend MORE and/or its joint educational provider from any claims brought by a third party hired by or engaged by the exhibitor for any amount beyond the exhibit booth/table fee. Further, exhibitor agrees to pay all attorney's fees and costs incurred by MORE and/or its joint educational provider arising out of or in any way related to this application and exhibit. Exhibitor shall be solely responsible for its attorney's fees and costs.

#### 9. CARE OF BUILDING

Exhibitor is liable for any damage caused by fastening displays or fixtures to the building floors, walls or columns, or to standard booth equipment or for damage caused in any other manner. Exhibitors may not use paint, lacquer, adhesives or any other coating on the building columns, floors or standard booth equipment.

#### 10. HOSPITALITIES

When there is no other official MORE planned activity, companies may use their discretion in offering hospitality functions for registered MORE and/or its joint educational provider attendees. At no time may hospitalities be offered during MORE educational session hours or other official functions designated by MORE and/or its joint educational provider as part of the event. MORE and/or its joint educational provider will have control of assignment of all meeting space contracted with the event venue and will release space to exhibitors on a first-come, first-served basis. An exhibitor sponsored hospitality and function must be pre-approved by MORE and/or its joint educational provider.

#### 11. HANDOUTS/GIVEAWAYS/SELLING/PRODUCT DEMONSTRATION

Exhibitors who distribute items to participants are expected to adhere to the professional environment of the MORE educational event. Items should be limited to those routinely produced for sale that can be used in a professional setting or during the educational event. All educational materials that offer continuing education credit must have approval of MORE Continuing Education Committee. Items considered appropriate for distribution are educational materials, bags, pens, pencils, luggage tags, calendars, note pads, mugs and key chains. Balloons, noisemakers and tobacco products are prohibited as well as other items at the discretion of MORE and/or its joint educational provider. MORE and/or its joint educational provider and the Exhibitor agree that the purpose of the Exhibition is exclusively for the education of persons attending the educational event and will conduct themselves accordingly. Selling is allowed at the exhibit however, exhibitors are required by state laws to be solely responsible for the collection and remittance of any sales or other taxes imposed on them. If models are utilized for product demonstration, their conduct and manner must adhere to the professional environment of the educational event. Gimmicks such as clowns, mimes, jugglers, cartoon characters, etc. are generally not approved in product or booth demonstrations.

#### 12. EXHIBITOR REGISTRATION

Advance exhibitor registration is provided to all exhibitors. All exhibitors are required to register/sign-in. The number of complimentary badges your company receives is outlined in the supporter options. Additional exhibit only badges are at the cost designated for each event. Exhibitors may pick up their

badge onsite at the registration counter. "No Show" badges are non-refundable. Admission to the educational event is by badge only.

### 13. SPECIAL REGULATIONS

**MINIMUM AGE FOR ADMISSION:** Children under the age of 18 are not permitted in exhibit or educational area at any time.

**NO SMOKING POLICY:** MORE's policy is No Smoking. Therefore, smoking is not allowed within the exhibit area including installation and dismantle. All exhibitors are required to obey local fire ordinances.

**AMERICANS WITH DISABILITIES ACT:** Exhibitors shall be responsible for compliance with the Americans with Disabilities Act of 1992 with regards to their booth/table space, including, but not limited to wheelchair access and alternate formats of collateral materials. Further information regarding ADA compliance is available at [www.usdoj.gov/crt/ada/infoline.htm](http://www.usdoj.gov/crt/ada/infoline.htm).

**AUDIO-VISUALS:** Audiovisual presentations must be arranged so that aisles are not blocked.

**COURTESY:** The right and privileges of an exhibit shall not be infringed upon by any other exhibitor.

Interviews, demonstrations, distribution of literature, etc. must be made from inside the exhibitor's space. Exhibitors may not enter another exhibitor's space or photograph/ investigate another exhibitor's products at any time without the express permission of that exhibitor.

**CANVASSING:** Canvassing outside the exhibitor space is forbidden. Vendors and/or exhibitors may not distribute materials to other exhibitors at any time. All business must be conducted from within each exhibitor's space.

**CONDUCT:** Unethical or unprofessional conduct or infraction of rules on part of the exhibitor or its representatives will subject the exhibitor or both to dismissal from exhibit area. In this event, it is agreed no refund shall be made by MORE and/or its joint educational provider.

**MUSIC:** Exhibitors are responsible for establishing any necessary license agreements for copyrighted music within the exhibit space or hospitality functions. Music must be kept at a level so as not to disturb or interfere with the other exhibits.

**HOTEL ACCOMMODATIONS:** Information regarding hotel accommodations will be provided upon request. Exhibitors are responsible for making their own hotel reservations.

**INTERPRETATION:** The rules and regulations outlined are to be construed as part of the Agreement for Exhibit Space. MORE reserves the right to interpret them as well as make final decisions on all points the rules and regulations do not cover.

**PHOTOGRAPHS AND RECORDINGS:** Registration and attendance at or participation in the Exhibition, or MORE meetings and other activities constitutes an agreement by the Exhibitor on behalf of its employees, agents and contractors to MORE's and/or its joint educational provider use and distribution (both now and in the future) of the image or voice of Exhibitor, its employees, agents and contractors in photographs, videotapes, electronic reproductions, or audiotapes of such events and activities.

**PRODUCT LOGO VS. COMPANY LOGO:** For general supporter recognition, a company logo is required. The company logo will be kept separate from all MORE event educational pages/material. A product logo can be placed on a non-educational sponsored item as supporter recognition. A product logo cannot be used for general recognition (overall educational event banners, Web page, publications, etc.). The product logo can be a logo only, and cannot contain any quantitative or comparative language, price information or other indications of savings or value, an endorsement or an inducement to purchase, sell or use the product or service.

LOGO REQUIREMENT AND USE – If supporting, to ensure that your company receives the highest quality logo recognition, MORE and/or its joint educational provider must receive your logo in a Vector-based .eps format, as well as in a high resolution .jpg format. Logo size may be based on the following criteria: the level of support (this will determine size of logo in relation to other logos on general support signage).

MORE and/or its joint educational provider reserves the right to expel and eject any exhibitor and bar it from future participation for conduct detrimental to the educational event, MORE's and/or its joint educational provider's sole judgement, whose decision shall be binding upon the exhibitor. Likewise, MORE and/or its joint educational provider shall have the right to levy fines against exhibitors who violate the above rules and regulations in a monetary sum up to \$2,500 and reserves the right to eject the exhibitor in addition to the assessment of the fine.

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### **Applicable ACCME Standards:**

**“Standards for Integrity and Independence in Accredited Continuing Education”  
Are Reproduced on the Following 8 Pages and Available for Download at:**

**<https://accme.org/publications/standards-for-integrity-and-independence-accredited-continuing-education-pdf>**

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**Accreditation Council<sup>™</sup>**  
for Continuing Medical Education

*learn well*

## **Standards for Integrity and Independence in Accredited Continuing Education**

**Released December 2020**

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401 N. Michigan Ave., Suite 1850 | Chicago, IL 60611 | Phone: 312-527-9200 | [www.accme.org](http://www.accme.org)

## Accrediting Bodies That Have Adopted the Standards

The Standards for Integrity and Independence in Accredited Continuing Education reflect the values of the continuing education community and have been adopted by eight accrediting bodies representing multiple health professions. Independence from industry is the cornerstone of accredited continuing education. By achieving consensus on the Standards, these accrediting bodies in the health professions stand together, not only to continue to assure the delivery of high-quality learning experiences, but also to sustain the protection from industry bias and marketing that accreditation rules deliver. We invite additional accrediting bodies and regulators to consider adopting or endorsing the Standards. Please contact us at [info@accme.org](mailto:info@accme.org) for more information.



Accreditation Council for Continuing  
Medical Education (ACCME)



American Nurses Credentialing Center  
(ANCC)



Accreditation Council for Pharmacy  
Education (ACPE)



American Osteopathic Association



American Academy of Family  
Physicians (AAFP)



Association of Regulatory Boards of  
Optometry's Council on Optometric  
Practitioner Education (ARBO/COPE)



American Academy of PAs (AAPA)



Joint Accreditation for Interprofessional  
Continuing Education™

## Standards for Integrity and Independence in Accredited Continuing Education

The health professions are not only defined by expertise, but also by a dedication to put service of others above self-interest. When individuals enter the healthcare professions, they commit to upholding professional and ethical standards including acting in a patient's best interests, protecting the patient from harm, respecting the patient, fostering informed choices, and promoting equity in healthcare.

While the interests of healthcare and business sometimes diverge, both are legitimate, and collaboration between healthcare professionals and industry can advance patient care. Since healthcare professionals serve as the legally mandated gatekeepers of medications and devices, and trusted authorities when advising patients, they must protect their learning environment from industry influence to ensure they remain true to their ethical commitments.

As the stewards of the learning environment for healthcare professionals, the accredited continuing education community plays a critical role in navigating the complex interface between industry and the health professions. Organizations accredited to provide continuing education, known as accredited providers, are responsible for ensuring that healthcare professionals have access to learning and skill development activities that are trustworthy and are based on best practices and high-quality evidence. These activities must serve the needs of patients and not the interests of industry.

This independence is the cornerstone of accredited continuing education. Accredited continuing education must provide healthcare professionals, as individuals and teams, with a protected space to learn, teach, and engage in scientific discourse free from influence from organizations that may have an incentive to insert commercial bias into education.

The Accreditation Council for Continuing Medical Education (ACCME<sup>®</sup>) acts as the steward of the Standards for Integrity and Independence in Accredited Continuing Education, which have been drafted to be applicable to accredited continuing education across the health professions. The Standards are designed to:

- Ensure that accredited continuing education serves the needs of patients and the public.
- Present learners with only accurate, balanced, scientifically justified recommendations.
- Assure healthcare professionals and teams that they can trust accredited continuing education to help them deliver safe, effective, cost-effective, compassionate care that is based on best practice and evidence.
- Create a clear, unbridgeable separation between accredited continuing education and marketing and sales.

Terms used for the first time are written in *blue italics*, followed by the definition for the term.

## Eligibility

The ACCME is committed to ensuring that accredited continuing education (1) presents learners with only accurate, balanced, scientifically justified recommendations, and (2) protects learners from promotion, marketing, and commercial bias. To that end, the ACCME has established the following guidance on the types of organizations that may be eligible to be accredited in the ACCME System. The ACCME, in its sole discretion, determines which organizations are awarded ACCME accreditation.

### Types of Organizations That May Be Accredited in the ACCME System

Organizations eligible to be accredited in the ACCME System (*eligible organizations*) are those whose mission and function are: (1) providing clinical services directly to patients; or (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 of such organizations include:

- Ambulatory procedure centers
- Blood banks
- Diagnostic labs that do not sell proprietary products
- Electronic health records companies
- Government or military agencies
- Group medical practices
- Health law firms
- Health profession membership organizations
- Hospitals or healthcare delivery systems
- Infusion centers
- Insurance or managed care companies
- Nursing homes
- Pharmacies that do not manufacture proprietary compounds
- Publishing or education companies
- Rehabilitation centers
- Schools of medicine or health science universities
- Software or game developers

### Types of Organizations That *Cannot* Be Accredited in the ACCME System

Companies that are ineligible to be accredited in the ACCME System (*ineligible companies*) are those whose primary business is producing, marketing, selling, re-selling, or distributing healthcare products used by or on patients. Examples of such organizations include:

- Advertising, marketing, or communication firms whose clients are ineligible companies
- Bio-medical startups that have begun a governmental regulatory approval process
- Compounding pharmacies that manufacture proprietary compounds
- Device manufacturers or distributors
- Diagnostic labs that sell proprietary products
- Growers, distributors, manufacturers or sellers of medical foods and dietary supplements
- Manufacturers of health-related wearable products
- Pharmaceutical companies or distributors
- Pharmacy benefit managers
- Reagent manufacturers or sellers

### Owners and Employees of Ineligible Companies

The *owners* and *employees* of ineligible companies are considered to have unresolvable financial relationships and must be excluded from participating as planners or faculty, and must not be allowed to influence or control any aspect of the planning, delivery, or evaluation of accredited continuing education, except in the limited circumstances outlined in Standard 3.2.

Owners and employees are individuals who have a legal duty to act in the company's best interests. Owners are defined as individuals who have an ownership interest in a company, except for stockholders of publicly traded companies, or holders of shares through a pension or mutual fund. Employees are defined as individuals hired to work for another person or business (the employer) for compensation and who are subject to the employer's direction as to the details of how to perform the job.

Ineligible companies are prohibited from engaging in **joint providership** with accredited providers. Joint providership enables accredited providers to work with nonaccredited eligible organizations to deliver accredited education.

The ACCME determines eligibility for accreditation based on the characteristics of the organization seeking accreditation and, if applicable, any parent company. Subsidiaries of an ineligible parent company cannot be accredited regardless of steps taken to firewall the subsidiaries. If an eligible parent company has an ineligible subsidiary, the owners and employees of the ineligible subsidiary must be excluded from accredited continuing education except in the limited circumstances outlined in Standard 3.2.

## **Standard 1: Ensure Content is Valid**

Standard 1 applies to all accredited continuing education.

Accredited providers are responsible for ensuring that their education is fair and balanced and that any clinical content presented supports safe, effective patient care.

1. All recommendations for patient care in accredited continuing education must be based on current science, evidence, and clinical reasoning, while giving a fair and balanced view of diagnostic and therapeutic options.
2. All scientific research referred to, reported, or used in accredited education in support or justification of a patient care recommendation must conform to the generally accepted standards of experimental design, data collection, analysis, and interpretation.
3. Although accredited continuing education is an appropriate place to discuss, debate, and explore new and evolving topics, these areas need to be clearly identified as such within the program and individual presentations. It is the responsibility of accredited providers to facilitate engagement with these topics without advocating for, or promoting, practices that are not, or not yet, adequately based on current science, evidence, and clinical reasoning.
4. Organizations cannot be accredited if they advocate for unscientific approaches to diagnosis or therapy, or if their education promotes recommendations, treatment, or manners of practicing healthcare that are determined to have risks or dangers that outweigh the benefits or are known to be ineffective in the treatment of patients.

## **Standard 2: Prevent Commercial Bias and Marketing in Accredited Continuing Education**

Standard 2 applies to all accredited continuing education.

Accredited continuing education must protect learners from commercial bias and marketing.

1. The accredited provider must ensure that all decisions related to the planning, faculty selection, delivery, and evaluation of accredited education are made without any influence or involvement from the owners and employees of an ineligible company.
2. Accredited education must be free of marketing or sales of products or services. Faculty must not actively promote or sell products or services that serve their professional or financial interests during accredited education.
3. The accredited provider must not share the names or contact information of learners with any ineligible company or its agents without the explicit consent of the individual learner.

## Standard 3: Identify, Mitigate, and Disclose Relevant Financial Relationships

Standard 3 applies to all accredited continuing education.

Many healthcare professionals have financial relationships with ineligible companies. These relationships must not be allowed to influence accredited continuing education. The accredited provider is responsible for identifying **relevant financial relationships** between individuals in control of educational content and ineligible companies and managing these to ensure they do not introduce commercial bias into the education. Financial relationships of any dollar amount are defined as relevant if the educational content is related to the business lines or products of the ineligible company.

Accredited providers must take the following steps when developing accredited continuing education. Exceptions are listed at the end of Standard 3.

1. **Collect information:** Collect information from all planners, faculty, and others in control of educational content about **all** their financial relationships with ineligible companies within the prior **24** months. There is no minimum financial threshold; individuals must disclose all financial relationships, regardless of the amount, with ineligible companies. Individuals must disclose regardless of their view of the relevance of the relationship to the education.

Disclosure information must include:

- a. The name of the ineligible company with which the person has a financial relationship.
  - b. The nature of the financial relationship. Examples of financial relationships include employee, researcher, consultant, advisor, speaker, independent contractor (including contracted research), royalties or patent beneficiary, executive role, and ownership interest. Individual stocks and stock options should be disclosed; diversified mutual funds do not need to be disclosed. Research funding from ineligible companies should be disclosed by the principal or named investigator even if that individual's institution receives the research grant and manages the funds.
2. **Exclude owners or employees of ineligible companies:** Review the information about financial relationships to identify individuals who are owners or employees of ineligible companies. These individuals must be excluded from controlling content or participating as planners or faculty in accredited education. There are three exceptions to this exclusion—employees of ineligible companies can participate as planners or faculty in these specific situations:
    - a. When the content of the activity is not related to the business lines or products of their employer/company.
    - b. When the content of the accredited activity is limited to basic science research, such as pre-clinical research and drug discovery, or the methodologies of research, and they do not make care recommendations.
    - c. When they are participating as technicians to teach the safe and proper use of medical devices, and do not recommend whether or when a device is used.
  3. **Identify relevant financial relationships:** Review the information about financial relationships to determine which relationships are relevant. Financial relationships are relevant if the educational content an individual can control is related to the business lines or products of the ineligible company.
  4. **Mitigate relevant financial relationships:** Take steps to prevent all those with relevant financial relationships from inserting commercial bias into content.
    - a. Mitigate relationships prior to the individuals assuming their roles. Take steps appropriate to the role of the individual. For example, steps for planners will likely be different than for faculty and would occur before planning begins.
    - b. Document the steps taken to mitigate relevant financial relationships.

5. **Disclose all relevant financial relationships to learners:** Disclosure to learners must include each of the following:
- The names of the individuals with relevant financial relationships.
  - The names of the ineligible companies with which they have relationships.
  - The nature of the relationships.
  - A statement that all relevant financial relationships have been mitigated.

**Identify ineligible companies by their name only.** Disclosure to learners must not include ineligible companies' corporate or product logos, trade names, or product group messages.

**Disclose absence of relevant financial relationships.** Inform learners about planners, faculty, and others in control of content (either individually or as a group) with no relevant financial relationships with ineligible companies.

**Learners must receive disclosure information, in a format that can be verified at the time of accreditation, before engaging with the accredited education.**

**Exceptions:** Accredited providers do **not** need to identify, mitigate, or disclose relevant financial relationships for any of the following activities:

- Accredited education that is non-clinical, such as leadership or communication skills training.
- Accredited education where the learner group is in control of content, such as a spontaneous case conversation among peers.
- Accredited self-directed education where the learner controls their educational goals and reports on changes that resulted, such as learning from teaching, remediation, or a personal development plan. When accredited providers serve as a source of information for the self-directed learner, they should direct learners only to resources and methods for learning that are not controlled by ineligible companies.

## Standard 4: Manage Commercial Support Appropriately

Standard 4 applies only to accredited continuing education that receives financial or in-kind support from ineligible companies.

Accredited providers that choose to accept **commercial support** (defined as financial or in-kind support from ineligible companies) are responsible for ensuring that the education remains independent of the ineligible company and that the support does not result in commercial bias or commercial influence in the education. The support does not establish a financial relationship between the ineligible company and planners, faculty, and others in control of content of the education.

- Decision-making and disbursement:** The accredited provider must make all decisions regarding the receipt and disbursement of the commercial support.
  - Ineligible companies must not pay directly for any of the expenses related to the education or the learners.
  - The accredited provider may use commercial support to fund honoraria or travel expenses of planners, faculty, and others in control of content for those roles only.
  - The accredited provider must not use commercial support to pay for travel, lodging, honoraria, or personal expenses for individual learners or groups of learners in accredited education.
  - The accredited provider may use commercial support to defray or eliminate the cost of the education for *all* learners.

2. **Agreement:** The terms, conditions, and purposes of the commercial support must be documented in an agreement between the ineligible company and the accredited provider. The agreement must be executed prior to the start of the accredited education. An accredited provider can sign onto an existing agreement between an accredited provider and a commercial supporter by indicating its acceptance of the terms, conditions, and amount of commercial support it will receive.
3. **Accountability:** The accredited provider must keep a record of the amount or kind of commercial support received and how it was used, and must produce that accounting, upon request, by the accrediting body or by the ineligible company that provided the commercial support.
4. **Disclosure to learners:** The accredited provider must disclose to the learners the name(s) of the ineligible company(ies) that gave the commercial support, and the nature of the support if it was in-kind, prior to the learners engaging in the education. Disclosure must not include the ineligible companies' corporate or product logos, trade names, or product group messages.

## **Standard 5: Manage Ancillary Activities Offered in Conjunction with Accredited Continuing Education**

Standard 5 applies only when there is marketing by ineligible companies or nonaccredited education associated with the accredited continuing education.

Accredited providers are responsible for ensuring that education is separate from marketing by ineligible companies—including advertising, sales, exhibits, and promotion—and from nonaccredited education offered in conjunction with accredited continuing education.

1. Arrangements to allow ineligible companies to market or exhibit in association with accredited education must not:
  - a. Influence any decisions related to the planning, delivery, and evaluation of the education.
  - b. Interfere with the presentation of the education.
  - c. Be a condition of the provision of financial or in-kind support from ineligible companies for the education.
2. The accredited provider must ensure that learners can easily distinguish between accredited education and other activities.
  - a. Live continuing education activities: Marketing, exhibits, and nonaccredited education developed by or with influence from an ineligible company or with planners or faculty with unmitigated financial relationships must not occur in the educational space within 30 minutes before or after an accredited education activity. Activities that are part of the event but are not accredited for continuing education must be clearly labeled and communicated as such.
  - b. Print, online, or digital continuing education activities: Learners must not be presented with marketing while engaged in the accredited education activity. Learners must be able to engage with the accredited education without having to click through, watch, listen to, or be presented with product promotion or product-specific advertisement.
  - c. Educational materials that are part of accredited education (such as slides, abstracts, handouts, evaluation mechanisms, or disclosure information) must not contain any marketing produced by or for an ineligible company, including corporate or product logos, trade names, or product group messages.
  - d. Information distributed about accredited education that does not include educational content, such as schedules and logistical information, may include marketing by or for an ineligible company.
3. Ineligible companies may not provide access to, or distribute, accredited education to learners.