

Introduction

Commercial support refers to financial or in-kind contributions provided by an ineligible company (such as a pharmaceutical or medical device manufacturer) to support the development or delivery of an accredited continuing education activity. While commercial support can enhance the quality and accessibility of education, it must be managed in a way that ensures independence, objectivity, and freedom from commercial bias.

As a joint provider, it is important to understand that all decisions related to educational content, faculty selection, and activity design must remain under the control of the accredited provider. Any commercial support must be disclosed to learners, appropriately documented, and handled in compliance with accreditation standards to maintain the integrity and credibility of the educational activity.

Terms & Definitions

JOINT ACCREDITATION defines the following terms:

Commercial Support - Financial or in-kind assistance provided by an ineligible company.

Ineligible Companies - Those whose primary business is producing, marketing, selling, reselling, or distributing healthcare products used by or on patients. Examples include advertising, marketing, or communication firms whose clients are ineligible companies, device manufacturers or distributors, pharmaceutical companies, or distributors, etc.

Appropriate Management of Commercial Support

The SHAMP OCE requires that all commercial support associated with jointly provided activities meet **minimum Joint Accreditation standards**. Joint Providers may seek and manage commercial support, provided the following requirements are met:

All commercial support must be documented in a written agreement that includes the commercial supporter, the SHAMP OCE, and the Joint Provider and/or other educational partner(s). The SHAMP OCE must be a named party to this agreement and retains the right to review and approve its terms, regardless of whether funds are provided directly to the Joint Provider. Agreements must be fully executed prior to the start of the activity and will be reviewed by the SHAMP OCE to ensure compliance with Joint Accreditation.

Decisions regarding the receipt and disbursement of commercial support must be in accordance with Joint Accreditation standards:

- Ineligible companies may not pay directly for any learner-related expenses.
- Commercial support may be used for honoraria and travel for planners, faculty, and others who control content.
- Commercial support may **not** be used to pay for travel, lodging, honoraria, or personal expenses for learners.
- Funds may be used to offset or eliminate the cost of participation for all learners.



From the Standards for Integrity and Independence in Accredited Continuing Education

Standard 4 – Manage Commercial Support Appropriately

Standard 4 applies only to accredited continuing education that receives financial or in-kind support from ineligible companies. The SHAMP OCE requires that Joint Providers meet, at a minimum, the following requirements:

1. **Receipt and Disbursement:** The accredited provider, SHAMP OCE, must have visibility related to the receipt and disbursement of commercial support. You may be asked to report your receipts and disbursements.
 - a. Ineligible companies must not pay directly for any expenses related to the education or the learners.
 - b. Commercial support may be used to fund honoraria or travel expenses for planners, faculty, and others in control of content, for those roles only.
 - c. Commercial support must not be used to pay for travel, lodging, honoraria, or personal expenses for individual learners or groups of learners.
 - d. Commercial support may be used to defray or eliminate the cost of education for all learners.
2. **Agreement:** The terms, conditions, and purposes of the commercial support must be documented in a written agreement between the ineligible company and the accredited provider. The agreement must be fully executed prior to the start of the accredited education. The SHAMP OCE must be included as a party to the agreement and retains the right to review and approve the terms to ensure compliance with Joint Accreditation requirements. An accredited provider may sign onto an existing agreement by indicating acceptance of the terms, conditions, and amount of commercial support to be received.
3. **Accountability:** The accredited provider must maintain records of the amount and type of commercial support received and how those funds or resources were used. These records must be provided upon request by the accrediting body or the ineligible company.
4. **Disclosure to Learners:** The accredited provider must disclose to learners, prior to participation in the activity:
 - a. The name(s) of the ineligible Companies providing commercial support
 - b. The nature of the support (monetary or in-kind, as applicable)
 - c. Disclosures must not include corporate logos, product branding, trade names, or promotional messaging.
 - d. Joint Providers must follow SHAMP OCE guidance regarding disclosure language and placement, and provide evidence of disclosure as part of post-activity materials.



All the Standards for Integrity and Independence in Accredited Continuing can be found here:

https://accme.org/wp-content/uploads/2020/12/884_20241028_standardsforintegrityandindependenceinaccreditedcontinuingeducation-1.pdf