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# Joint providership Agreement for Continuing Education (CE)

This Joint Providership agreement is made by and between the **\_\_\_\_\_\_\_\_\_ Chapter** of ASPEN (Joint Provider), a Chapter of ASPEN, having met all submission requirements for the proposed activity, and The American Society of Parenteral & Enteral Nutrition (ASPEN), a non-profit corporation, and is effective as of (date)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

## RECITALS

1. In support of improving patient care, The American Society for Parenteral and Enteral Nutrition (ASPEN) is jointly accredited by the Accreditation Council for Continuing Medical Education (ACCME), Accreditation Council for Pharmacy Education (ACPE), and the American Nurses Credentialing Center (ANCC), to provide continuing education for the healthcare team. ASPEN desires to enter into Joint Providership agreement with Joint Provider on the terms set forth herein.
2. ASPEN is able and willing to jointly provide continuing education programs with other organizations.

## TERMS OF AGREEMENT

1. **The Program:** The continuing education program to be sponsored by Joint Provider and ASPEN is described as follows:
2. **Program Title:**
3. **Date(s):**
4. **Location(s):**

The ASPEN Education and Professional Development Committee (EPD) is responsible for compliance with all accreditation criteria and standards and will be instrumental in the development and review of all continuing education program components including needs assessment, objectives, content, faculty, evaluation, and logistics and will determine the amount of continuing education credit to be awarded. The EPD will make program alterations as required to comply with accreditation guidelines.

1. **Designated Contact Persons:**
2. The designated contact from the Joint Provider for the program is:

(**Name, Title, and Address**)

1. The designated contact (s) at ASPEN for the joint providership program is:

**Andrea Cuellar**

**8401 Colesville Rd., Ste 510**

**Silver Spring, MD 20910**

**(301) 920-9120 - phone (301) 587-2365 - fax**

[andreac@nutritioncare.org](mailto:andreac@nutritioncare.org)

**Michelle Spangenburg**

**(for education programming, accreditation compliance, etc.)**

**8401 Colesville Rd., Ste 510**

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1. **Applicable Standards:** The parties agree that the CE program shall be developed and presented in accordance with accrediting organizations’ criteria and standards, which are incorporated herein by reference. In addition, the parties agree that the program shall comply with the ACCME Standards for Integrity and Independence in Accredited Education.
2. **Financial Obligations:** The course budget will cover all expenses and the Joint Provider will accept responsibility for any deficit or profit incurred. ASPEN will not be held responsible for any financial obligations unless reflected in an accompanying contract.
3. Meeting logistic planning must be reviewed by ASPEN, with all expenses involved to be paid by Joint Provider.
4. Fees, stipends, honoraria, travel expense reimbursement and other expenses for the program faculty shall be covered by the course budget. Faculty may not receive funds directly from any ineligible company. An ineligible company is any entity whose primary business is producing, marketing, selling, re-selling, or distributing healthcare products used by or on patients.
5. Funds from Commercial Sources must be paid to Joint Provider under an educational grant contract between ASPEN and the Commercial Sponsor. This letter of agreement will outline the terms, conditions, and purposes of the commercial support.
6. **Joint provider agrees to pay ASPEN the sum of $750 for the following items. One Half of this is due with this signed agreement and the other half is due six months prior to the event.**
7. Marketing use of ASPEN logo on promotional material, subject to review and approval by ASPEN
8. Accreditation for the following disciplines: Nurse, Pharmacist, Physician, Dietitian
9. Joint provider agrees to pay ASPEN
10. Four percent (4%) Credit card fees affiliated with registration payments
11. Fees for establishment of the electronic evaluation and CE system ($200)
12. **Financial Relationship Disclosures:** Each planning committee member, faculty member, and session moderator, shall be required to complete a faculty financial relationship disclosure form, and shall be bound by their signature to the terms thereof. Any conflicts of interest shall be resolved *prior* to presentation of the program. Relationships with ineligible companies relevant to the topics of this program shall be disclosed to participants *prior* to educational activities in brief statements in conference materials such as brochures, syllabi, exhibits, poster sessions, and also in post-meeting publications.
13. **Educational Grants:** In this Joint Providership arrangement, Joint Provider may accept unrestricted educational grants on behalf of this meeting. If applicable, Joint Provider shall provide copies of all correspondence it sends requesting educational grants or other financial support for the CE program from organizations in the health care industry. All educational grants or financial support provided for the CE program shall be documented in the form of a written agreement between ASPEN and the contributing organization. Joint Provider will be held responsible for all items promised to contributing organization in such an agreement. ASPEN will not be held responsible for any such items. Joint Provider may not accept any funds from ineligible companies without the express approval of ASPEN nor without a fully executed letter of agreement. Grants or commercial funding may be accepted as educational grants only and should be used to support the total course budget in accordance with established institutional policies and guidelines. Faculty/attendees may not be paid directly by ineligible companies for registration fees, travel, or honoraria. Acknowledgement in program materials must be stated as: “supported in part by educational grants from\_\_\_\_\_\_.” Acknowledgment signs may also be used. Acknowledgements may not include mention of any specific product name, but may include the contributor’s name, mission and logo so long as the acknowledgements are not made in conjunction with any educational content.

Additional terms of commercial support:

Arrangements for commercial exhibits/advertisements may not influence planning or interfere with the presentation, nor may they be a condition of the provision of commercial support for continuing education activities.

Exhibits may not be in the meeting room. Participants must not be required to pass through exhibits to access the meeting room. Representatives of ineligible companies may not engage in sales or promotion during the activity.

Product advertisements and company logos may not appear in educational materials.

Content must promote quality or improvements in healthcare, be non-biased and balanced, and must refer to products by their generic names whenever possible.

1. **Documentation:** JOINT PROVIDER shall keep the following documentation for accreditation compliance. This documentation shall be forwarded to ASPEN prior to the program for review, modification, and approval or, when appropriate, within 45 days of the program date.
2. A written statement of Joint Provider’s mission as included in the initial letter of intent
3. Documentation of educational planning and evaluation. This will include:

* Activity title, date, format and location (if live in-person) and number of contact hours per discipline.
* Names and credentials and disclosures forms of persons planning the activity with documentation of expertise (CV).
* Target audience description.
* Needs assessment method and results. Documented link of needs to desired program outcome and determination of practice gaps. (via planning committee minutes, emails, etc.)
* Faculty disclosure data, CVs, release forms and contracts.
* Goal, objectives and teaching strategy for the overall program and each individual session (if applicable).
* Definition of Successful Completion.
* Program advertisements and brochures
* Final program outline and timetable (schedule)
* Faculty guidance materials and contracts
* Program syllabus showing faculty and planning committee disclosures, and acknowledgement of any commercial support
* Budget for the overall program and its major components, both proposed and actual income-expense records
* Executed commercial support letters of agreement as signed by sponsor and ASPEN
* Accurate program registration list (name/address/discipline/email) This list must be sorted by discipline

1. **Use of Names**
2. The names of the accredited sponsor (ASPEN) shall appear on all CE program promotional materials and on the printed program and syllabus.
3. Neither Joint Provider nor ASPEN shall use the name, trademarks, logo, or likeness of the other in any advertising or promotional material without the other party’s prior express written consent.
4. **Miscellaneous Terms**
5. **Assignment:** Neither party shall subcontract, delegate or assign their duties under this Agreement without the prior written consent of the other party.
6. **Entire Agreement:** This Agreement, together with any and all attachments is incorporated by reference, constitutes the full and complete understanding of the parties regarding the subject matter herein. No modification or alteration of or addition to this Agreement shall be effective to bind the parties hereto unless it shall be in writing and signed by authorized representatives of the parties.
7. **Governing Law:** This Agreement is made and entered into in the state of Maryland and shall be governed in all respects by the laws of Maryland.
8. **Independent Contractor Relationship:** This Agreement is not intended to create nor shall be construed to create any relationship between the parties other than that of independent entities contracting for the purpose of effecting the provisions of this Agreement. None of the parties or any of their representatives shall be construed to be the agent, employer, employee or representative of the other. Additionally, nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture by or partnership between the parties.
9. **Termination of Agreement:** This Agreement shall remain in effect until terminated by either party or until the completion of the jointly sponsored program, including submission of required documentation to ASPEN. Either party may terminate this Agreement without cause at the completion of all programs that are then in development. Either party may terminate this Agreement for material breach by the other party by giving that party notice of the breach and thirty (30) days to cure the breach. If the breach is not cured within the thirty-day period, the Agreement shall terminate. Upon termination the parties shall do a final financial reconciliation for each of the programs pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the respective dates written below.

**Joint Provider ASPEN**

By: By: Wanda Johnson, CMP, CAE, FACEHP

Title: Title: CEO

Signature: Signature:

Date: Date: