

## AMERICAN HEART ASSOCIATION CORPORATE RELATIONS POLICY

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{Revised 7/2000}

### A. Purpose

To create and manage corporate relationships which expand the reach of AHA programs, products and services consistent with strategic goals and priorities.

### B. General Principles

The following general principles apply to all corporate relationships and included materials. Additional specific requirements are set out in subsequent sections below.

#### 1. Organizational Policy

AHA Policies Article VIII. A. prohibits any agreement or action that endorses a specific commercial product, process, service or enterprise other than as permitted by the AHA Board of Directors.

#### 2. Required "Must"

- a. Corporate relations must disseminate AHA priority messages to AHA priority markets (with the exception of sponsorships for fund raising activities).
- b. Corporate relations must be based on a data-driven risk/benefit analysis to identify and manage the risks. Potential risks to be evaluated include but are not limited to: financial exposure, legal liability exposure, human resources cost, public impact, internal reaction, effect on image or credibility, and confusion between the AHA message and the corporate message. Both a prospective analysis for a specific corporate relations proposal and an on-going overall analysis of corporate relations are required to measure both the impact on the AHA's image/credibility and impact on the public's awareness, knowledge and behavior.
- c. There must be appropriate volunteer involvement across the spectrum of oversight – participation – and providing expertise.

#### 3. Required Benefit

The AHA will enter corporate relationships to provide meaningful mission-related benefits to the public or the AHA, but not solely or primarily for the AHA's financial benefit (except for sponsorships of fund raising activities). Benefits to the public include meaningful health education or information, or awareness or behavior-influencing information.

#### 4. Use of AHA Name and Marks

Use of the AHA name in the stylized format, the heart-and-torch logo servicemark, other servicemarks, heart-check certification mark or other identifying marks will be permitted by a

person or organization only with the express prior written consent of the AHA and subject to AHA Policies and graphic standards.

5. Consistent with AHA Policies and Positions

The AHA will have relationships involving only products, services or corporations not inconsistent with the Policies, Standards, Guidelines, positions or principles of the AHA. The AHA will not have relationships with tobacco companies, or their corporate subsidiaries or parents. "Subsidiary" and "parent" are defined as an entity in which there exists a 5% or greater ownership by, or of, a tobacco company.

Though most corporate relationships will involve mission-related products or their manufacturers, relationships with non-mission-related products or companies are permitted when there is a sufficient mission-related benefit (beyond receipt of funds) to the public or the AHA.

6. Statement of Relationship (Proclaimer)

Whenever the AHA is involved in a corporate relationship, an appropriate statement clarifying the relationship between the AHA and the health message and between the AHA and the corporation and/or product must appear in accompanying materials, unless an exception is specifically granted by the Corporate Relations Review Committee and External Relations Committee (CRRRC/ERC), or specified in this Policy. The statement must be conspicuous and legible. Examples of the proclaimer include:

*Sponsorship examples:*

- (1) This program funded as a public service by ABC Company.*
- (2) This program was developed through an educational grant from Company DEF, maker of HIJ product.*
- (3) Product LMN is a proud sponsor of this American Heart Association event.*
- (4) Sponsored by XYZ Company.*

*Promotion examples (with sample health message):*

- (1) A healthy diet should include a variety of foods, with no more than 30% of total calories from fat and no more than 10% from saturated fat.*

*The American Heart Association with funding from XYZ product brings this health message.*

- (2) Aspirin can help prevent a second heart attack. The American Heart Association suggests you ask your doctor if aspirin is a good choice for you.*

*The American Heart Association brings this message to you with funding from ABC.*

- (3) To keep your heart healthy, the American Heart Association recommends regular physical activity 3 to 4 times a week for 30 minutes or more.*

*With this funding from OPQ, the American Heart Association brings you this message.*

*Certification mark example: Meets American Heart Association food criteria for saturated fat and cholesterol for healthy people over age 2.*

7. Exclusivity and Fees

Exclusivity is acceptable in licensed/branded product agreements and sponsorships. Exclusivity is not acceptable in promotions and certifications.

Administrative fees may be charged a corporation to cover the AHA's direct and indirect costs. Sponsorship fees are expected to cover all or a part of the sponsored program or activity. Promotional fees required to otherwise participate in a promotion with the AHA shall not be charged.

8. Prior AHA Approval

All statements, illustrations, advertising, promotional or other materials using or referencing the AHA, its marks or messages for use in conjunction with a corporate relationship are subject to the advance review and approval of the AHA prior to release or use, unless otherwise provided by Corporate Relations Policy.

9. Disclosure

The AHA will disclose the nature of a corporate relationship, including any financial benefit accruing to the AHA resulting from the relationship when requested. The amount of money provided to the AHA by a corporation cannot be subject to non-disclosure. Likewise, disclosure by a corporation is expected regarding a relationship with the AHA, including any financial benefit to the corporation resulting from the relationship. Commercial or competitive information about a specific relationship which is customarily subject to non-disclosure restrictions may be treated as confidential when subject to reasonable non-disclosure agreements.

**C. Specific Requirements**

1. AHA's Programs, Products or Materials

Programs, products or materials of the AHA -- whether developed by the AHA, or by a corporation, licensee or other party for the AHA -- will not include:

- a commercial or advertising message (as distinct from a health education or information message) by a corporation or third party,
- or an express endorsement by the AHA recommending purchase of a product or service or suggesting superiority of a specific product or service.

a. Based upon the following rules and with the prior approval of the CRRC/ERC, AHA programs, products and materials included in a corporate relationship:

- shall carry the proclaimer statement or other appropriate acknowledgment or credit line based on the support or underwriting provided by a corporation or product, and
- may include a corporate name with or without its logo and/or a product or brand name (without logo) as part of the proclaimer or acknowledgement statement.

b. Not-For-Profit Corporations and Government Agencies

The name of not-for-profit corporations and government agencies may be used in the manner as determined by the AHA committee(s) having oversight of the particular products or materials with, as appropriate, notice to or approval by the CRRC/ERC or

the AHA Board of Directors as may be required by Policies or circumstances. If the products or materials are to be distributed through commercial retail channels, approval is required by the CRRC/ERC.

c. Publications and Broadcasts

Journals, meeting programs, newsletters, radio and television broadcasts, and videos may include customary paid advertisements pursuant to this Policy. If it is not readily apparent that the message is a paid commercial advertisement, the message must be explicitly labeled as a paid advertisement.

2. Corporation's Programs, Products or Materials

a. Promotional Materials and Advertising

Promotional materials and advertising for programs, products or materials of a corporation or other group -- even when containing a commercial message for the corporation or group or its product or service -- may be included in a corporate relationship with the AHA with the prior approval of the CRRC/ERC, and:

- the proclaimer statement or other appropriate acknowledgment or credit line recognizing the organization's support or underwriting for an AHA program, product or material or otherwise identifying the AHA as a recipient of its charitable contribution, and
- an AHA approved education or information message, and
- the AHA name in stylized format, logo or identifying mark and message, the uses of which are subject to the AHA's advance approval.
- The corporation's materials or advertising may not express an endorsement by the AHA recommending purchase of a product or service or suggesting superiority of a product or service.

b. Labeling or Packaging

(i) AHA Food Certification

The AHA name in its stylized format and AHA certification mark may be permitted by the CRRC/ERC to appear in a controlled manner on the labeling or packaging of a product -- not on the product itself -- if approved in advance by the CRRC/ERC on the basis of sufficient benefit and if all the following are satisfied:

- the statement and the uses of the AHA name and certification mark are subject to the AHA's advance review and approval;
- the AHA name and certification mark are accompanied by a statement identifying the applicable AHA standard, guideline or criteria and the intended (or excluded) audience, which is subject to the AHA's advance review and approval; the AHA's servicemark and certification mark cannot be used together:

*example: Meets the American Heart Association food criteria for saturated fat and cholesterol for healthy people over age 2.*

- the product satisfies the appropriate AHA standard, guideline, criteria or position; the AHA name or marks can NOT be used on packaging or products for which there are no applicable AHA standards, guidelines, criteria or position;
- other requirements of the Corporate Relations Policy are satisfied, and

- the corporation assures the AHA that such use of the AHA name or marks on the product labeling or packaging is consistent with all applicable laws, regulations and government agency rules, and that the AHA is protected from any and all liability arising from its name or marks appearing on the packaging, and
- promotional materials regarding AHA certification may include the certification mark and statement, but may not also include the AHA logo or educational messages.

(ii) AHA References

The following references to the AHA may appear on and/or in the packaging of a product – not on the product itself – or on a hang-tag attached to the product packaging if approved in advance by the CRRC/ERC and if all the following are satisfied:

- Types of Permitted References:
  - (a) AHA web site address, without the AHA name in stylized format and without the AHA logo or servicemarks, in the following format: “Visit the American Heart Association web site at [www.americanheart.org](http://www.americanheart.org) for information on hypertension.” (Or “...for information on stroke” or other specific heart disease or stroke factor.)
  - (b) AHA risk assessment, risk factor or health information, without the AHA name in stylized format and without the AHA logo or servicemarks, in the following format: “American Heart Association risk assessment information enclosed.”
  - (c) AHA product provided as a premium in a promotion, without the AHA name in stylized format and without the AHA logo or servicemark, in the following format: “Information about how to obtain the American Heart Association (product/publication) is enclosed.” A photo or illustration of the AHA product/publication may be included, even if containing the AHA name in stylized format or servicemark, if the overall impression does not suggest AHA endorsement or recommendation of the corporation or its product or other inappropriate or unintended message.
- The following criteria must be met:
  - The AHA reference statement, including any permitted servicemark and photo or illustration, are subject to the AHA’s advance review and approval.
  - The product is not inconsistent with an AHA standard, guideline, criteria or position.
  - There is no reasonably implied AHA message about endorsing or recommending the product or suggesting its superiority.
  - To participate in this section, food products must be certified by the AHA.
  - Prescription drug or device products are excluded from this section.
  - Other applicable requirements of Corporate Relations Policy are satisfied.

(iii) Without AHA Relationship and Prior Approval

This provision applies when there is no corporate relationship between the AHA and the corporation. No prior approval by the AHA is contemplated. The AHA does not object to a statement appearing on the labeling or packaging of a product -- not on the product itself -- of a corporation or other group that the product is consistent with an AHA Standard, Guideline or position when all of the following are satisfied:

- the AHA has developed a standard, guideline or position specifically for such products or use;
- the AHA has distributed the standard, guideline or position outside of the AHA for such application by corporations or other groups;
- the statement is truthful and accurate, complete and without material omission, and not deceptive or misleading, and
- the AHA name in its stylized format, AHA servicemarks or AHA certification mark, facsimiles thereof or heart-like symbols are NOT used.

For food product packages, the statement must emphasize the overall dietary or eating pattern, and must not reasonably imply that the AHA has certified the product.

### 3. Additional Requirements

#### a. Prescription Drug or Device Products

When there is determined to be a significant public or AHA benefit, the AHA may enter a corporate relationship with a mission-related prescription drug or device product upon the following additional requirements which supplement the preceding sections B. and C.:

- The AHA name, logo or marks cannot appear on the product or its packaging or labeling;
- the AHA name in stylized format, AHA logo or marks may appear in advertising or promotional materials accompanied by an approved AHA health message, risk assessment message or risk factor message without reference to the prescription drug or device; and
- there is no reasonably implied message about the AHA endorsing or recommending the drug or device, or suggesting its superiority.
- The drug or device company name and/or logo, and/or prescription drug or device brand name may appear on AHA programs, products or materials as a sponsor or contributor with the required proclaimer statement and no commercial or product message.

#### b. Over-the-Counter (OTC) Drug or Device Products

When there is determined to be a sufficient public or AHA benefit, the AHA may enter a corporate relationship with a mission-related OTC drug or device product upon the following additional requirements which supplement the preceding sections B. and C.:

- The AHA name, logo or marks cannot appear on the product or its packaging or labeling, except that an AHA reference can be made pursuant to section C.2.(ii) above;
- the AHA name in stylized format, logo or marks may appear in advertising or promotional materials accompanied by an AHA approved health message and/or AHA reference statement; and
- the AHA health message may reference the mission-related value or use of the generic type of OTC drug or device but not a particular brand OTC drug or device, and may not reasonably imply an AHA endorsement or recommendation of a particular brand drug or device or its superiority.

- The drug or device company name and/or logo, and/or brand name prescription drug or device may appear on AHA programs, products or materials as a sponsor or contributor with the required proclaimer statement and no commercial or product message.

c. Food Products

To be a sponsor of an AHA event or program, or be involved in a promotion or other corporate relationship, a food product must be certified by the AHA pursuant to section 2.b.(i) above, unless there is no certification by the AHA for foods in that particular category. In the event that there is no such food category subject to certification by the AHA, the food may be considered eligible unless the CRRC/ERC determines that it would adversely affect the certification program or is not consistent with the AHA's dietary recommendations.

If the food product is certified by the AHA, a statement that the food product is certified as meeting appropriate AHA food criteria may be included. If the food product is not certified by the AHA, there can be no reasonably implied message that the food product is certified or otherwise endorsed by the AHA.

**D. Procedural Requirements**

1. Other Applicable Rules

Other provisions of applicable AHA Policies and Standards must be satisfied in relationships with corporations and when the AHA name, logo or identifying marks are associated with commercial products or are distributed in commercial or retail channels.

2. Prior Inconsistent Grants

Rights previously granted to corporations that are inconsistent with this Policy will be honored and permitted only for the period of time for which they were originally granted. All subsequent relationships and all renewals of existing relationships must comply with these rules.

3. Affiliate and AHA Corporate Relations

Affiliate and AHA National Center (including Councils) corporate relationships shall be consistent with this Policy.

AHA National Center (including Councils) corporate relationships require advance approval by the CRRC/ERC.

Affiliate corporate relationships must be intra-Affiliate only and not conflict or compete with national AHA relationships, but do not require approval by the CRRC/ERC. Relationships involving more than one Affiliate must have prior CRRC/ERC approval.

Affiliates are not permitted to enter product approval or certification corporate relationships or to approve branded or licensed products.

Affiliates are permitted to enter into intra-Affiliate corporate funding or sponsorship relationships and corporate promotions that occur wholly within the chartered geographic area of the Affiliate when the sponsorship or promotion meets Corporate Relations Policy and when the following criteria are met:

- (1) For sponsorships: the sponsorship is of a specific Affiliate event, activity, or program; and both the name of the event, activity or program and of the Affiliate or division are specifically included in the sponsorship materials;
- (2) For promotions: if the promotion supports a specific Affiliate event, activity or program, the above criteria regarding sponsorships are met; if the promotion is not event-specific,
  - they should be limited to 90 days (one business quarter), but would be eligible for renewal or extension, and
  - the name of the Affiliate (or metro) would be used in the promotional materials.

The intent is to have a process to identify and resolve potential conflicts between Affiliate and AHA National Center corporate relationships before a conflict exists instead of after the fact because conflicts will be easier to resolve beforehand. Accordingly, the following rules are offered to guide Affiliate and National Center staff in the development of their respective corporate relationships to assure optimum benefits to the public and the Association, and to minimize conflict or competition between Affiliate and AHA National Center corporate relationships.

Enhanced coordination between Affiliates and the AHA National Center is essential. Designated staff at the Affiliates and National Center will be identified as having a job responsibility for the coordination and communication of corporate relations activities. Elements of the coordination include:

- (a) At their option, Affiliates can consult with the National Center about the development and implementation of Affiliate sponsorships and promotions.
- (b) Affiliates will provide an information notice to the National Center if a non event-specific promotion involves multiple metros. The intent is to assure coordination and avoid conflicts, not for National Center approval.
- (c) Affiliates must coordinate with the National Center when a non event-specific promotion either involves more than one state or involves national media \* so that a determination can be made if there is conflict or competition between the Affiliate promotion and a National Center promotion involving competing corporations or products during the same or overlapping time period.

\* "National media" is defined as: national newspapers, such as: *USA Today*, *Wall Street Journal*, *Christian Science Monitor*, and *Washington Post*; national tabloids: *National Enquirer*; national television: broadcast and cable networks (as distinct from Affiliate/local stations) and "super" stations such as WGN; and national news, business and health magazines: *Newsweek*, *Time*, *U.S. News & World Report*, *Business Week*, *Forbes*, *Fortune*, *Money*, *Good Housekeeping*, *Self*, and *American Health*.

If there is a conflict, the respective promotions will be evaluated on their comparative benefits (e.g., priority of message, reach/impressions, priority of target audience, revenue, cultivation of corporate alliance, etc.) and costs (financial, human resource or other obligations, public image risk, liability exposure, etc.). The resolution will be based on what is best for the overall interests of the Association. The resolution could include, but is not limited to, changing an element of one or both promotions to avoid the conflict such as the timing, the geographic/media coverage, the target audience, the sponsoring product of the involved corporation if it has multiple products, or not pursuing the promotion offering the lesser benefit and/or greater risk, or other mutually acceptable measures. The evaluation and resolution will be done jointly by the designated corporate relations staff of the affected Affiliate and the National Center. If they cannot reach an amicable resolution, the matter will

be addressed by the Affiliate executive vice president and the AHA executive vice president for marketing with, if desired, other persons as resources.

## **E. Types of Corporate Relationships**

The Association is authorized under to engage in the following types of corporate relationships:

1. Funding or sponsorship relationships involve a corporation or third party providing financial underwriting or in-kind goods or services to support an Association program/product/material, activity or special event. Corporations may be given recognition for their support in the form of a public acknowledgment or credit by the Association to the corporation for its support (e.g., sponsored, funded or provided as a public service by Acme Corporation). This does not include permitting the use of the AHA name, logo or identifying marks in the corporation's promotion of its products or services other than a statement that the corporation or product is sponsoring a specific AHA activity or event.
2. Corporate promotions involve the use of the Association's name, logo and/or identifying marks in a controlled manner in the promotion of a commercial product or service by the corporation or third party, most frequently directed to the general public through mass media or other commercial or retail channels. The AHA or Affiliate name, logo and/or identifying marks may appear in promotional and advertising materials but not on the product or its packaging. If mission related, the product must satisfy any appropriate AHA Standard, Guideline, criteria or position. The promotion must have an overall health related public information/education benefit. The promotion must be limited to a relatively short duration. It also must be clear to the public that monies are being donated to the Association as a result of the promotion when that is the case.
3. Product approval or certification involves a qualified approval or certification of a corporation's or third party's food product by the AHA. The AHA name, certification mark and accompanying certification statement identifying the relevant AHA Standard, Guideline or criteria and the intended (or excluded) audience may appear on the labeling or packaging of the product, and in promotional and advertising materials. The CRRC/ERC may approve a category of food products for certification for which there is a relevant AHA Standard, Guideline or criteria, as well as the specific food products in such a category that meet the AHA's Standards, Guidelines or criteria.
4. A branded or licensed product involves a product or service directly related to cardiovascular health or education that is identified as an AHA product or service, and marketed by a corporation or third party through commercial or retail channels. The AHA name, logo and/or identifying mark appear on an AHA branded product. A licensing arrangement for the production and distribution of an AHA branded product usually is for a relatively long term, three to five or more years. The CRRC/ERC may approve AHA branded or licensed products pursuant to a licensing plan approved by the AHA Board of Directors. Licensed or branded products must be determined to be in the public interest and compatible with the Association's mission. Additionally, the AHA may license its identifying marks or characters.

The AHA may endorse its own products or services, whether distributed by the AHA or its licensee.

## F. Protocol for Establishing Corporate Relationships

### 1. Requirements

- a. Initial screening: At the outset, a formal screening or evaluation of a proposal must be conducted considering AHA goals, strategies and priorities, AHA Policies and Standards, budget requirements, timetables, responsibilities of the parties, human resources, method of evaluation, expected results or yields and other pertinent details.

The budget should include PR/promotion expenditures and respective obligations of the Association and the corporation; direct and indirect costs; any fees or commissions to ad agencies/promoters or for support services to be paid by the corporation or the AHA; and gross and net proceeds and their distribution and use.

Sufficient time must be planned and allowed for the Association's usual and customary review and approval process. (See section H.)

- b. Measurable benefits: The relationship must offer two or more of the following measurable benefits to the AHA or the public:

Public Education or Communications - Significant (quantified) support or enhancement of public education objectives or activities, or exposure or leveraging opportunity through mass media for the Association's priority messages.

Professional Education or Science Programs - Significant (quantified) support or enhancement of professional education objectives or activities, or public understanding of research, or of Association research or science programs or projects.

Advocacy – Significant (quantified) support or enhancement of Association advocacy objectives or activities.

Fund Raising - A guaranteed minimum income contribution. Fund raising cannot be the sole or primary purpose of a corporate relationship, except for sponsorships of fund raising activities.

The real or "net" benefit to the Association must be considered, including costs to the Association in staff or volunteer effort, materials, unrelated business income tax (UBIT), and any liability or risk exposure.

- c. Message: The health message used in a corporate relationship must be agreed upon up-front and specified in the written agreement. The AHA shall develop standardized health messages pursuant to volunteer oversight. Consistent therewith, the senior staff for Science, Marketing, and Communications & Advocacy shall review and approve messages for promotional and advertising materials using the following criteria: it is a key or priority AHA message; a standardized message is used whenever possible; a clear AHA scientific basis exists; the message is understandable to the intended consumers; there is no direct endorsement of a specific brand product or corporation. The review includes an assessment of not only the text but, also, of the overall impression conveyed by the text and the graphics.
- d. Written Agreement: Following approval by the Association, a written agreement must be developed with the corporation specifying the respective obligations of the parties; incorporating the requirements of AHA Policies and other requirements of the Association; and identifying the specific time period of the promotion and the minimum guaranteed benefits. Income reporting or audit mechanisms must be available to assure that the Association receives intended benefits. It is desirable to be able to identify the source (by individual, zip code, Affiliate, etc.) of the benefits to the Association. The

corporation must provide a list of event participants or respondents (by name, address, zip code or Affiliate) when such capability exists.

The relationship or promotion must be limited to a specific period of time. The corporation must not claim any continuing association with the American Heart Association after the conclusion of the specific promotion or termination of the relationship and no use may be made of the AHA name in registered format, logo, identifying marks or materials in any advertising or promotion activities by the corporation after completion of the specific promotion.

A provision must be made for immediate termination of the agreement if either party does not satisfactorily perform its obligations or if other related conditions warrant termination of the agreement.

If Association materials are distributed in conjunction with a relationship or promotion, such materials must clearly be identified as Association materials. The corporation, product or brand name or logo can appear on the Association materials only in a manner consistent with the express provisions of the AHA Corporate Relations Policy. It must be made clear that Association materials are being distributed by the corporation, not the Association, when that is the case. Further, the corporation must underwrite the cost of providing Association materials as part of the relationship or promotion. Any Association education materials used in sponsorships or promotions must be printed by and/or obtained from the Association. (If in an exceptional circumstance the Association permits the corporation to reprint Association education materials, the Association must retain the right to prior review and approval of the materials, and must have adequate assurances that the corporation will not make additions, deletions or changes to the Association materials.)

For a mission-related product to be a sponsor or the subject of a corporate relationship, it must meet the applicable AHA Standard, Guideline, criteria or position. It cannot be mentioned or shown in a promotion or advertising referring to the Association if it does not meet the applicable AHA Standard, Guideline, criteria or position. The composition or specifications of the product cannot be changed during the course of the Association relationship without advance notification to the Association. No health claim can be made unless supported by scientific evidence acceptable to the AHA. It must be clear in the promotion that individuals with special medical considerations should consult the appropriate health professional before using the product or program.

Product coupons may be considered as part of a promotion or relationship if the product meets an the applicable, or is not inconsistent with any, AHA Standard, Guideline, criteria or position. Coupons may be for price discounts or for free samples. Note that coupons distributed by the AHA will may trigger UBIT.

The Association cannot allow its public service (PSA) media resources to be used for corporate promotion projects; the corporation must obligate itself to promote the project.

- e. Evaluation: An evaluation of the relationship or program and its results to the Association or public must be conducted at the conclusion of the relationship or program and, when necessary or desirable, during the course of the relationship program.

## 2. Other Considerations

- a. The corporation should be financially viable and recognized as having high ethical standards.
- b. Precautions must be taken to assure proper control and complete implementation of the project at the franchise or local level. Since the relationship is with the corporation, not its

ad or PR agency, the Association must have access to the appropriate level of decision makers within the corporation. If third parties (agents, other sponsors, etc.) are involved, there must be effective control or protection of the Association's interests. If the corporation's sales force or sub-component are involved, they should have clearly identified and realistic responsibilities.

- c. The promotion should not be adverse to or directly compete with an existing relationship of the Association. The relationship should not adversely affect other health agencies.
3. Aside from satisfying these particular requirements, the Association must make an independent judgment whether or not the Association wants to be linked with the particular company or particular product.

#### **G. Additional Guidelines for Electronic Media Messages**

Though a visual or audible proclaimer statement may be impractical in all electronic media messages or promotions, nevertheless because of the power of electronic media, the Association must assure adequate protection against erroneous endorsements and health claims. Therefore, at a minimum all electronic media statements must meet the following requirements:

1. The commercial message must be visually/audibly separate from any Association identification tag, for instance, by a fade-out.
2. The Association must have advance final approval of the electronic media spot, including graphic/visual aspects and the script.
3. Approval can be granted on the basis of complete scripts, lay-outs, illustrations and/or story-boards. However, the Association reserves the right to withdraw approval if the completed work varies in any way from the materials presented.
4. The Association in its judgment may also require a visual/audible disclaimer statement.

#### **H. Procedure - AHA National Center**

1. It is the responsibility of the department in discussion with the corporation to (1) evaluate the proposal against the AHA's goals, strategies and priorities and Corporate Relations Policy and, if it recommends the proposal, (2) develop the proposal into an acceptable form.
2. Proposals will be reviewed and evaluated jointly by the volunteer CRRC and the staff ERC. They are responsible for evaluating the proposal to assure: (1) policy assessment of consistency with applicable AHA corporate Policies, Standards, Guidelines, positions, or other relationships, (2) risk assessment of identifying and evaluating risks and assuring adequate protection to provide for AHA's rights, assets, and interests, and (3) that all appropriate volunteers, committees/Councils and staff components have reviewed the proposal. The CRRC/ERC shall consult with or solicit input as necessary or desirable from various committees or councils, but are responsible to the Board of Directors.
3. Should a proposal be approved, the initiating staff vice president shall assure that a written agreement incorporating the requirements or conditions set by the CRRC/ERC is reviewed by the Legal Department and executed before implementation. If the proposal is rejected, the staff vice president shall assure that the corporation is appropriately informed. Further, the initiating staff vice president is responsible for notifying Affiliates of approved projects as appropriate.

## **I. Procedure - Affiliates**

1. Affiliates shall establish a procedure for evaluating and approving funding or sponsoring relationships and corporate promotions consistent with Corporate Relations Policy.
2. A proclaimer is required. However, every support material for special events does not always need to carry the standard proclaimer when a corporation sponsors a local intra-Affiliate special event if the Affiliate determines that a proclaimer is not necessary to prevent an express or implied endorsement by the Association of the sponsoring corporation or its products/services. A general proclaimer covering multiple sponsors of an intra-Affiliate special event instead of repetitive proclaimers at special events may be used when the Affiliate determines that the method and frequency of the proclaimer is sufficient to protect against express or implied endorsement.
3. Affiliates are encouraged to consult with the CRRC/ERC for clarifications or interpretations of Corporate Relations Policy, or other appropriate AHA committees.

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