



Approved: Board of Directors 12/3/05

Revised: Board of Directors: 8/2/08

GOVERNANCE POLICY ON AMERICAN ACADEMY OF DERMATOLOGY PUBLIC EDUCATION PROGRAMS SUPPORTED BY INDUSTRY

The American Academy of Dermatology (Academy) seeks to work together with industry on new and existing Academy public education programs that further the Academy's mission to advance the science and art of dermatology and promote community health, patient welfare and public education in the field of dermatology. Academy public education programs may consist of, but are not limited to, print, electronic, Web-based or multi-media components.

Financial support from industry enables the Academy to engage in various public educational programs, initiatives and activities that may not otherwise be pursued.

The Academy's participation in public education programs supported by industry is governed by the following guidelines:

CHOICE OF PUBLIC EDUCATION PROGRAMS AND INDUSTRY SUPPORTERS

The Academy determines its public education programs and has the sole discretion in choosing its corporate supporters. The Academy seeks industry support for its public education programs and considers proposals from industry for new Academy public education programs.

Public education programs may have one supporter or multiple supporters. The number of supporters is determined by the Academy. In cases in which support is received from a single company, the Academy will exercise special care to avoid conflicts of interest, undue influence and the perception of bias or favoritism.

The Academy reserves the right to determine the number of public education programs and the timing of these programs. The Academy will not establish or participate in a public education program supported by industry that may conflict with or duplicate an existing Academy public education program.

The Academy may choose to be a participant in a public education program established by another entity or organization. This type of program is considered a joint public education program.

ENDORSEMENT

The Academy's acceptance of support is not intended to convey Academy approval, endorsement, certification, acceptance or referral of any particular company or any product or service manufactured or distributed by a corporate supporter.

LETTER OF AGREEMENT

The Academy and the corporate supporter(s) are required to sign a mutually agreed upon document governing the terms and conditions of Academy public education programs and joint public education programs in which the Academy participates.

REVIEW AND APPROVAL

All Academy and joint public education programs and agreements are subject to review and approval by the Academy's Council on Communications with ultimate approval from the Board of Directors (or the Executive Committee acting on behalf of the Board) to ensure that such programs are consistent with the Academy's mission and policies and do not create any conflicts of interest or the appearance of impropriety.

Once a program is approved, all program-related materials, including all promotional materials and scientific content, are subject to approval by the Academy's Council on Communications. The Academy retains final editorial control of all program materials produced. The review period shall be a minimum of 15 working days, unless the Academy, in its sole discretion, agrees to a shorter period based on exceptional circumstances. The Academy reserves the right to appoint a committee of content matter experts to review, comment on and suggest revisions to program-related materials.

FUNDING

Corporate supporters provide the Academy with grants, a licensing fee, or other funding for the opportunity to partner with the Academy on a public education program. Although the grant, licensing fee, or other funding supports a designated purpose for and timeframe of the public awareness program, the Academy retains full control of the program and its content. The specific amount of support is contingent upon the scope of the campaign and tactics implemented. Corporate supporters are encouraged to utilize the Academy as the conduit for all aspects of the public education program, including the selection of an independent public relations agency to coordinate the program. In the event that the Academy contracts with an independent public relations agency, the value of these services and public education components will be credited to the corporate supporter for purposes of the Academy's Corporate Partner Recognition Program.

ACKNOWLEDGMENTS

The Academy will acknowledge corporate supporters of Academy public education programs with acknowledgment language to be mutually agreed upon by the Academy and the corporate supporter such as: "(Supported/Sponsored/Funded) by (a grant/support) from CORPORATE SUPPORTER" along with the corporate supporter's logo. The location of the acknowledgement along with the supporter's logo should plainly illustrate the support relationship so that it is clear that the program is an Academy program supported by a corporate supporter. If a corporate supporter's logo is used, it should be no larger than the Academy's logo, depending on the design of the materials and location of the logos. The description of the support should be as specific as possible, i.e., identify what the funding supports.

This acknowledgement language will appear on pamphlets, printed and electronic promotional materials, and Web sites. The Academy will not include logos of corporate supporters in Academy print media materials and will not include acknowledgements or logos of corporate supporters in Academy media broadcast components. All acknowledgments are subject to prior review and approval by the Academy.

PRODUCT REFERENCES

Reference to product brands by corporate supporters is prohibited.

OWNERSHIP

All Academy public education programs are solely owned by the American Academy of Dermatology. The Academy may trademark these programs as appropriate.

For joint public education programs, the Academy may agree to share or assign ownership and copyright of the materials and programs to another party. The other party may create content that is subject to approval by the Academy.

DESCRIPTION OF RELATIONSHIP

The corporate supporter may publicize its support of the Academy's public education program. However, it shall be made clear in such promotional materials or activities that references to the Academy shall not constitute an endorsement by the Academy of the company's products. In any such publicity efforts, the parties shall agree in advance on language used to describe the relationship.

USE OF ACADEMY NAME AND LOGO

The use of the Academy's name and logo is prohibited without the Academy's prior written approval.

SPOKESPERSONS

The Academy will have the right to approve any spokespersons that are identified with any public education programs between the Academy and a corporate supporter. Spokespersons who have an existing relationship with a corporate supporter may not be considered.

RIGHT OF FIRST REFUSAL

In the event that an Academy public education program is a sole-supported program, the existing supporter will have the right of first refusal for renewal.

INDEMNIFICATION; INSURANCE

Corporate supporters must agree to appropriate indemnification and hold harmless provisions to protect the Academy and its officers, directors, employees and agents against any liability that might arise out of a corporate supporter's acts or omissions with respect to public education programs or the sale of the company's products or services generally. Industry supporters also must agree to add the Academy to the company's liability insurance where appropriate.

INDEPENDENCE

The Academy and its corporate supporters are independent entities, and the Academy's public education programs are not intended to create a formal legal partnership or joint venture of any kind with the corporate supporter.

TERMINATION

The Academy reserves the right to terminate any public education program with a corporate supporter that could reasonably be determined to adversely affect the goodwill or reputation of the Academy or its affiliates.

INTERPRETATION AND APPLICATIONS OF GUIDELINES

All matters and questions not specifically covered by these Guidelines, or other specific Academy guidelines, are subject to the final decision of the Academy's Executive Committee.

VIOLATIONS

Specific actions may be taken by the Academy for violation of any provision of these guidelines. The action taken will be determined on the basis of the particular circumstances of the violation, but in cases involving major violations, it may include legal action.