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## **AAD Principles of Corporate Relationships**

The mission of the American Academy of Dermatology (Academy) is to promote leadership in dermatology and excellence in patient care through education, research and advocacy. The Academy supports this mission by developing and supporting the education, research, advocacy, and public service activities of dermatologists. In order to support the highest quality programs for its members, their patients, and the public, the Academy seeks philanthropic support from a variety of sources, including corporations.

The Academy has mutually beneficial relations with corporations and offers opportunities to work effectively and appropriately with industry in support of our mission. Relationships with companies that support our mission can bring a wealth of resources and public reach that might not otherwise be possible. However, the Academy must manage these relationships responsibly and in such a manner as to maintain our integrity and credibility with our members and the public. As such, all corporate arrangements must relate to the organization's mission, require a written agreement with the corporation prior to entering the relationship, and are subject to the following board-approved guidelines and Board of Director or Executive Committee oversight.

This Governance Policy applies to all corporate support relationships not covered by more specific Academy policies, such as the Governance Policy on AAD Public Education Programs Supported by Industry.

The Academy follows the Standards for Commercial Support of Continuing Medical Education of the Accreditation Council for Continuing Medical Education (ACCME) and the Council on Medical Specialty Societies Code for Interactions with Companies. The Academy also complies with the PhRMA and AdvaMed guidelines on the interaction with health care providers to the extent they are consistent with AAD guidelines.

All corporate relationships will be managed in compliance with relevant Academy bylaws, administrative regulations, and policies, including but not limited to ethics and conflicts of interest.

### **General Guidelines**

- 1) When appropriate, the Academy may pursue corporate relationships to support activities that further the Academy's mission. These relationships primarily include grants, sponsorships, charitable contributions and in-kind contributions. Advertising, exhibiting, member service providers and affinity

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relationships also constitute corporate relationships, and are governed by the policies for those respective programs.

- 2) Corporate donors and sponsors must represent a product or service that is compatible with the Academy's mission, its policies and its values. The Academy will have relationships involving only products, services or corporations consistent with the policies, standards, guidelines and principles of the Academy.
- 3) The Academy accepts support from corporations only if acceptance does not pose or imply a conflict of interest. Relationships will be structured in a way that assures there is no impact on the objectivity of the Academy and its programs.
- 4) Whenever possible, the Academy seeks funding from a variety of sources. Occasions may arise when support of a specific program from a single source is necessary or appropriate, but special care will be taken in these circumstances to avoid conflicts of interest or any perception of conflict of interest.
- 5) Solicitation of contributed support for the Academy and its programs is to be coordinated through the Development Department.
- 6) Agreements which fall outside the category of traditional grant, sponsorship and in-kind contributions, are subject to review and approval by the Development Committee, with additional approval by the Executive Committee.
- 7) The Academy name, logos and/or other identifying information are valued and may only be used on non-Academy materials with the approval and written consent of the Academy Board of Directors or their designees and in accordance with an appropriate license/royalty agreement. No funds will be accepted with real or apparent expectations of reciprocity from industry.
- 8) The Academy will carefully scrutinize any corporate arrangements that give an organization the right to provide something of value to Academy members or other physicians to ensure that the proposal is compliant with all approved guidelines and legal standards and is not tied to the volume or value of physician purchases of the sponsor's products or services.

### **Agreements**

All corporate support arrangements will be documented by written agreements executed prior to entering into the relationship. Agreements will, at minimum, include the following elements:

- 1) The Academy maintains complete control of the development, implementation, and assessment of all content and materials related to its programs.

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- 2) The Academy will receive fair value from sponsor support for the use of its marks and to cover all or part of the cost associated with the sponsored program or activity.
- 3) The Academy's relationships with corporate sponsors must comply with all applicable national, state and local laws and regulations.
- 4) The Academy does not endorse specific companies or commercial products, processes, or services, and prohibits any sponsorship or grant agreement or action that suggests or implies such an endorsement.
- 5) All corporate relationships must be limited to a specific period of time.
- 6) All corporate sponsorship agreements will include a provision for termination of the agreement if either party does not satisfactorily perform its obligations or if other specified conditions warrant termination of the agreement. The Academy also reserves the right to terminate any corporate arrangement if the sponsor or its representatives or agents engage in any conduct, including but not limited to unauthorized product promotion activities, that would lead Academy to reasonably determine that its continued participation in the arrangement with a particular company would adversely affect the goodwill and reputation of the Academy or its affiliates. In the event of any such termination, The Academy will relinquish the sponsor's contribution and return all unused funds. Upon expiration or termination, no further use may be made by the sponsor of the Academy's name without the written approval of the Academy.
- 7) All corporate sponsorship agreements will include appropriate indemnification and hold harmless provisions protecting the Academy from liability relating to the sponsorship arrangement or the sponsor's products or services. The Academy may also require corporate sponsors to add the Academy to the sponsors' liability insurance where appropriate.
- 8) Unless specifically agreed to in writing by the Academy, the corporate sponsor will not be entitled to free advertising or a substantial return benefit (as that term is defined by the Internal Revenue Code ("IRC") or Internal Revenue Service ("IRS") rules and regulations) or other substantial return benefit from its contribution other than appropriate acknowledgments, items of nominal value, and/or the use of the Academy's name and logo in materials promoting a sponsored activity or project.
- 9) Corporate sponsors may not be permitted to advertise, market, or otherwise promote specific products and services in connection with their sponsorship of Academy-related programs and activities, but products or services may be listed or displayed in a no qualitative manner.
- 10) The Academy will not enter into a corporate arrangement where the amount of payment by the corporation is contingent upon attendance at an event or other measures of public exposure.

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### Recognition

- 1) Corporations providing support to the Academy are recognized in appropriate forums, including, but not limited to, the materials for the program being funded. Such recognition shall be in accordance with policies approved by the Development Committee. Recognition will comply with all other restrictions governing specific program areas, including but not limited to ACCME Guidelines. Information on all corporate support for the Academy will be made publicly available, including name of company and category, time period, and level of support.
- 2) Minimum recognition of company support includes displaying the company name and may include the company logo. Use of over-the-counter product brand names with specific consumer facing programs may be used in recognition or on sponsored items as specified in individual agreements negotiated through the Development Department. The Academy will not enter into exclusive arrangements when over-the-counter brand is allowed. Under no circumstances will the use of prescription drug names be allowed.

Such acknowledgments may identify and describe the company's products or product lines in neutral terms and may include the sponsor's name, logo, slogan, locations, telephone numbers, or website addresses as long as such acknowledgments do not include (a) comparative or qualitative descriptions of the company's products, services, or facilities; (b) price information or other indications of savings or value associated with the company's products or services; (c) a call to action; (d) an endorsement; or (e) an inducement to buy, sell, or use the sponsor's product or service. Any such acknowledgments will be created, or subject to prior review and approval, by the Academy.