

## **AMERICAN DENTAL ASSOCIATION CORPORATE RELATIONSHIP POLICIES**

### **CORPORATE RELATIONSHIP DEFINITIONS**

The American Dental Association (ADA) currently has, or will have, the following types of relationships with corporations:

ADA's sponsorship packages include:

- **Strategic Partner**: Benefits include premium recognition and access organization-wide; ties to high-profile events and programs; and promotional rights in connection with a supported ADA program or initiative (e.g., Give Kids A Smile).
- **Event Cosponsor**: Benefits include recognition, access and promotional rights, including sponsorship of a proprietary component, around a single ADA event (e.g., Annual Session, New Dentist Conference).

ADA's other corporate relationship packages include:

- **Fundraising Partner**: A company that makes a fundraising commitment to support an ADA program or initiative. In most cases, companies do not make an upfront financial commitment, but rather fundraise on the program's behalf and pledge all proceeds raised during a designated timeframe to that program. Fundraising promotions can take a variety of forms, from a company promoting the sale of a themed merchandise item with proceeds going to a designated ADA program to in-store icon promotions, to staff fundraising events, to cause marketing (e.g., "Buy my product/use my service, and I'll make a contribution to ADA's Give Kids A Smile program.")
- **Promotional Partner**: A company that promotes a specific ADA program or message through a themed promotional campaign, which may include guaranteed media, Web messaging and/or on-pack promotion. Companies do not pay a sponsorship rights fee; rather, they commit a minimum amount of promotion to the campaign.
- **Grantor/Donor**: A company that makes a donation/grant to the ADA Foundation to support an event or program. This may also include providing in-kind supplies to a program in exchange for enhanced employee or industry goodwill. There is *no* expectation of a marketing return on behalf of the company.

### **GUIDELINES**

The ADA is the professional association of dentists committed to the public's oral health, ethics, science and professional advancement; leading a unified profession through initiatives in advocacy, education, research and the development of standards. Corporate relationships can provide resources toward this end—cash, in-kind product/services and/or added value for members—to enhance the ADA's efforts.

Outlined below are guidelines for all corporate relationships, with an emphasis on relationships that may involve sponsorship benefits. These guidelines are not intended to apply to the provision of member benefits through ADABEI, the ADA's for-profit subsidiary, or ADABEI's ADA Member Advantage Program.

#### **1. Corporate Relationships Must Uphold the ADA's Mission and Preserve Constituent Trust**

The ADA will refrain from associating with companies that have the potential to damage the ADA's image because of the nature of the companies' products, services or reputation. Standards include:

- The company's products or services must be compatible with and complement the ADA's mission and values.
- The company must have a high degree of integrity, a strong corporate reputation and a track record of maintaining a high level of product/service quality.
- The company must demonstrate ethical business practices and a positive image.

## **2. Corporate Relationships Must Answer to the ADA's Mission**

All corporate-supported events or programs, including those co-created with a corporate partner, must conform to the ADA's mission and organizational priorities.

## **3. The ADA Must Not Directly Endorse Corporate Partner Products or Services**

While the ADA administers a well-recognized Seal of Acceptance program for oral health products, such a program does not provide for endorsement of a company's product or service. Similarly, a corporate relationship will not provide for an ADA endorsement of the partner's product or service.

## **4. The ADA Must Have Final Approval on All Content and/or Programming and Marketing Materials**

The ADA will decide which event(s), program(s) and/or member service(s) a corporation may tie into and/or create and will have final approval over all content. The Agreement with the Corporate Partner will specify any involvement of the Corporate Partner with the content or programming, if any, such as recommending speakers, conference presentations, authoring articles, making opening remarks, etc. Corporate Partners will submit all marketing materials to the ADA for approval prior to release.

## **5. The ADA Will Formalize Recognition**

To ensure the recognition of corporate partners is proportionate to fees paid, the ADA will establish a formal recognition program. Higher-paying partners (e.g., Strategic Partners) will receive more recognition, as well as benefits not available to lower paying sponsors. Recognition may acknowledge that funding has been provided by either the company itself or one or more of the company's product or service lines. The ADA reserves the right, in its sole discretion, to decide whether a product or service line is an appropriate candidate for recognition, and whether the corporate relationship may include any identification of a product, service or brand name. The ADA also reserves the right, in its sole discretion, to decide all matters of taste, appropriateness and professional integrity.

## **6. The ADA Must Document All Relationships that Include Marketing Benefits in an Agreement**

The ADA should generate all agreements and create master documents that document the relationship and protect the ADA's best interests. This will help the ADA detect departures from pre-approved terms. In addition, signed agreements will help manage partner expectations by specifying all benefits, terms and conditions of each corporate relationship.

Areas to address in the agreement include:

- **Property Definition.** Define the Property with which the partner is affiliating, whether it is the ADA or an event/program only.
- **Category Exclusivity.** Specify that there is either no category exclusivity or define the extent of exclusivity (e.g., exclusivity for a particular promotion or event component but not for the entire organization).
- **Level of Acknowledgment.** Specify the level of recognition a partner receives, ensuring that recognition of the partner is proportionate to fees paid.
- **ADA Role.** The ADA will commit its organizational resources to maximize the success of the specific sponsored event or program for both the ADA and its partners. However, under no

circumstances will the ADA be obligated to exert any influence to advance a partner's other corporate interests as part of the relationship, either written or implied.

- **Mark/Logo Use.** The ADA must retain total control of its marks/logos and their use by corporate partners. Specify which marks, logos and designations, such as "Strategic Partner," that the corporate partners can use in their advertising and/or promotions, and how such marks/logos may be used. The ADA marks/logos may not be used in a manner that expresses or implies endorsement of a partner's products or services.
- **Promotional Parameters.** The ADA must specify the time frame (year-round or three-to-six months around specific event or program) for which the partner can promote its affiliation with the ADA.
- **Ownership/Control.** The ADA must retain ownership and total control of all ADA events, programs, awards and communications vehicles. The policies, programs and integrity of the ADA must remain entirely unaffected by any corporate relationship.
- **Resource Commitments.** Sponsorship commitments to the ADA should be unrestricted, with the exception of pre-approved, budget-relieving, in-kind products or services. Programmatic commitments (e.g., underwriting for Give Kids A Smile) may be restricted. Payments must be detailed to ensure full value is delivered. Commitments come in the following forms:
  - All companies that receive approved marketing benefits must compensate the ADA for the marketing rights in the form of a rights fee, or a minimum cash or promotional guarantee:
    - Strategic Partner: rights fee
    - Event Sponsor: rights fee
    - Event Cosponsor: rights fee
    - Fundraising Partner: minimum fundraising guarantee
    - Promotional Partner: minimum promotional commitment
  - The ADA must determine in advance the method for valuing in-kind products or services.
- **Additional Expenses.** Corporate partners are responsible for paying all expenses related to implementing their activation plans (e.g., product/literature distribution, display, added-value member services). For Strategic Partners with an activation fund, specify how this fund will be administered and what expenses can be charged to the fund (e.g., member gifts, hospitality, etc.).
- **Use of Funds.** Rights fees are to be used at the ADA's discretion, not the partners.' No part of the fees shall be returned to the sponsor.
- **Logo Approval Process.** The ADA and its partners have the right to use each other's marks and logos with pre-approval procedures in place.<sup>1</sup>
- **Promotional Approvals.** The ADA shall have complete editorial control over all partner-created member and consumer communications. In every case, all materials in print, broadcast or electronic media prepared by the partner, including promotional pieces, ad copy and artwork, must be submitted to the ADA for pre-approval in writing prior to release. The ADA and its partners shall disclose the nature of their relationship in all event and program activities, materials and promotions when applicable.
- **Assignment/Third-Party Promotions.** Corporate partners are not allowed to assign rights or conduct third-party promotions without ADA approval. Detail the terms permitted. (For example,

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<sup>1</sup> To facilitate this process, provide sponsors with style guides that depict ADA's marks/logos and guidelines for usage in advertising and promotions, as well as approval processes and timelines.

Visa may conduct third-party promotions through ADA-approved banks; however, banks are not allowed to call themselves partners.)

- **Renewal Option.** For partners who receive category exclusivity, offer an exclusive negotiating period (e.g., 60 days) with a deadline ending at least three to six months prior to the end of the contract term. Because exclusivity is generally limited, the ADA can apply the exclusivity to the sponsor's existing proprietary component or initiative. Do not offer right of first refusal.
- **Termination.** If a partner's reputation or integrity is called into question by the ADA and/or the public, if the ADA determines that the relationship may harm the ADA's image or reputation, or if through changes in business practices the partner becomes ineligible for ADA sponsorship, or if the business practices of the partner in any way reflect negatively on the ADA, then the ADA has the right to terminate the relationship.
- **Fulfillment Obligations.** The responsibilities and obligations of the ADA, including personnel and materials, must be within the organization's capacity to fulfill.

In addition, in the agreement, specify the responsibilities and obligations of the ADA, including staff time committed to activation planning and/or execution, facilitation of use of mailing lists, approval process for use of ADA logos, administration of activation fund, etc.

- **Designated Liaisons.** Specify the primary contacts for the ADA and the process for approval, reporting and notification. For the partner liaison, identify the highest-ranking staff from the company who will be the central contact for all corporate relationship matters.

#### **7. Guidelines for Commercial Support of ADA Continuing Education Activities**

While the ADA may enter into an agreement for corporate sponsorship of continuing education activities, such arrangements should be detailed with a written agreement which outlines the terms including placing responsibility for program content and speaker selection on the Association. The ADA must ensure that within the context of the educational program, no products or commercial services will be marketed or promoted and a balanced view of all therapeutic options is presented. The Association must disclose to the participants any monetary or special interest of the speakers and with any company whose products are discussed in its CE activities and any conflict of interests. Further, the corporate funding must be received as unrestricted funds.

#### **8. All Corporate Relationships Must Be Reviewed and Approved**

Acceptance of corporate relationship funding must be approved by the Executive Director. Each arrangement must be reviewed by the Division of Legal Affairs. Corporate relationships will be reported regularly to the Board of Trustees.