

The Leukemia & Lymphoma Society

Corporate Relations Policy



someday is today

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Corporate Relations Policy

In concert with the Principles set forth by the National Health Council, The Leukemia & Lymphoma Society (LLS) adopts said Principles for the monitoring, development and maintenance of all corporate relationships engaged in support of LLS activities.

General Principles

- 1) **Understanding:** LLS will enable the public to understand the purpose of any corporate relationship and exercise the due diligence necessary to ensure that the Public's trust and faith are not violated by any corporate relationship.
- 2) **Standards & Practices:** LLS will inform corporations of the standards and practices under which it will collaborate and form relationships.
- 3) **Health Claims:** To the extent that LLS ever engages in any relationships that involve health claims, LLS must ensure that the claims are accurate and beneficial to intended audiences.
- 4) **Mutual Assistance:** LLS will strive to assist other voluntary health agencies (VHAs) with smaller resources to learn from its experience.

Corporate Relationships Defined

LLS, like other VHAs, participates in a variety of corporate relationships. Some involve monetary exchange. Some involve in-kind services. Others are education and awareness building in nature. All must adhere to the requirement that they are entered into to support and advance the mission of LLS.

In order to ensure uniform understanding, the following are definitions that are designed to help define the nature of these relationships and permit the public better understanding:

- 1) **Sponsorships:** The corporation provides financial or in-kind support for a specific Society activity or program that could support education, research, awareness or fundraising. In return, LLS publicly recognizes the support of the corporation or product.
- 2) **Health Message Promotions:** LLS gives a corporation the right to use its name, logo or message in the corporation's product advertising, promotions or education materials.
- 3) **Licensing:** LLS licenses a company to develop a product, market and/or distribute a mission-related product that is marketed as a Society brand product.
- 4) **Certification:** LLS certifies that a particular product or service of a company complies with or satisfies a particular standard or criterion. This is distinct from an explicit endorsement or recommendation to buy a particular brand or product.

- 5) **Strategic Alliance:** LLS helps supply a health education message or service that is delivered through a company delivery system to better serve people with a particular condition. It may not involve any monetary consideration.
- 6) **Cause Marketing:** This generally implies that a donation to LLS, by a corporation is triggered with the purchase of a product that is “marketed” to the public to benefit LLS.

All of the above may overlap and hybrid arrangements may exist. The definitions serve as a basis for common understanding.

Guiding Principles for Sponsor or Cause Marketing Relationships

Whenever LLS or one of its Chapters engages in the kinds of relationship defined in this Policy, specific obligations and duties must be adhered to and/or exercised:

- 1) **Mission:** Corporate relationships must have a meaningful Society mission-related benefit to the general public or particular constituencies of LLS.
- 2) **Independence:** While LLS may accept financial support and other benefits from corporations, LLS will always exercise independent judgement in all decision making and all decisions as to the use of any Society marks or images will be at the sole discretion of The Leukemia & Lymphoma Society.
- 3) **Adherence:** The relationship adheres to all applicable state and local laws and regulations.
- 4) **Consumer Communications:** Materials from LLS or the corporation directed to the public will contain accurate and non-deceptive terms or statements such that a reasonable individual will understand the nature and extent of the corporate relationship.
- 5) **Disclosure:** LLS will disclose financial and other benefits it receives from a corporate relationship. At a minimum, LLS will disclose amounts received from corporations identified on Schedule B of its Form 990 (more than the greater of \$5,000 or 2% of the total amount of contributions reported on line 1 h of Part VIII of Form 990). The disclosure information will be posted on LLS’s website in an easily accessible location or in its annual report within six months of the close of the fiscal year. Disclosure will include the name of the corporation and the aggregate amount of support provided by that corporation. Such disclosure may be reported in ranges, e.g. \$0 - \$50,000; \$50,001 - \$100,000, etc.

When a purchase by a consumer causes a donation to be made to LLS, the portion constituting a donation will be disclosed as well as any caps or limitations. Proprietary corporate information will not be disclosed.

- 6) **Endorsement:** LLS will make it clear to a reasonable consumer if it is endorsing a product and whether it is endorsing a specific feature or attribute of the product’s efficacy. Special scrutiny (including the use of regulatory guidelines) will be applied in the case of prescription or-over-the-counter drugs.
- 7) **Certifications:** Certifications may only be issued by an organization once a particular product or service of a company complies with or satisfies an applicable or relevant standard of the organization. Exclusive certifications should be avoided unless they: (i) are limited to a particular activity for a specified time period (ii) provide meaningful benefit to the organization and public and (iii) do not prohibit the organization from engaging in different types of activities with competing corporations and/or products.
- 8) **Restricted Industries:** LLS will not enter into an agreement with, any corporation or organization when there is a potential conflict with LLS's programs, policies, standards or interests. Specifically, LLS will not

allow any of its marks to be used in association with the following products, brands or businesses that manufacture or produce - alcohol, tobacco, firearms, adult entertainment, gambling or off-shore enterprises.

Note: LLS events that primarily attract adult attendees, such as Man & Woman of the Year, may have alcohol companies or brands as an event sponsor, but no cause marketing will be conducted with alcohol companies or brands.

- 9) **Privacy:** LLS will have written Guidelines that protect the privacy of individuals that participate in its corporate relations activities.
- 10) **Balance:** LLS will evaluate on an annual basis the total amount of corporate support received as a percentage of total revenue.

Organizational Stewardship

- 1) **Compliance:** LLS will ensure that its Corporate Relations Policies are adhered to on both the national and Chapter level.
- 2) **Minimum Contribution:** LLS requires a minimum guarantee of \$100,000 in cash, to begin any national corporate relationship where the use of its name and/or marks is involved.
- 3) **Written Agreement:** LLS will have a written agreement with potential corporate partners prior to the implementation of the corporate relationship. The written agreement must at a minimum clearly indicate: (i) the amount of money that will be transferred to LLS; (ii) whether the payment is unrestricted or earmarked to support a particular event or program activity; (iii) a written description of the mission-driven activity supported that both parties will agree to use for purposes of disclosure to the general public; (iv) the manner in which each party will disclose the support to the general public, (e.g., in an easily accessible location on their websites); (v) LLS retains complete control of and right of approval over all content related to the event or program activity; and (vi) whether, and if so, how LLS's name, logo and/or any identifying marks will be used by a corporation. LLS shall not allow its name/logo or identifying marks to be used in any promotion or advertisement that names and compares competing products unless LLS has determined the superiority of the product with which it is associating and can substantiate its superiority. A written agreement is not necessary for donations received from a corporation if LLS is not obligated to meet any terms or conditions.
- 4) **Operating Guidelines:** LLS will develop written operating procedures for the review and approval of corporate relationships and ongoing evaluation of such relationships.