Urology Care FOUNDATION™
The Official Foundation of the American Urological Association

<u>Cause-Related Marketing Guidelines and Criteria</u>

Corporate Partnership Criteria
The Foundation Board of Directors and the Development team will evaluate companies with a firm reputation and strong brand image who would like to make a contribution that is significant and clearly defined to the consumer.

In order to be considered as a prospective corporate partner for a cause marketing promotion in partnership with the Foundation the following criteria must be met:

1. The partner's national promotion may or may not be tied to an existing product/service. The principle partner(s) must own/work for an established business of at least one year with revenue/assets of scale sustainable to meet an agreement with the Foundation. The partner must be in good standing with any federal, state and local required certifications and is legally, financially sound and compliant with any known regulatory mandates.

2. The partner's national promotion will provide a donation of a mutually agreed upon amount in the first year to benefit the Foundation. The donation may be generated through a percentage of sales, a dollar amount from sales, or a general promotion-based donation. In the case of online sales, a mutually agreed upon promotional code will be utilized to track sales. In addition, the promotion may offer an affinity discount or premium to Foundation constituents or customers who utilize the promotional code.

3. Funds raised through the national promotion will not split revenue with other charities unless the Foundation Board of Directors deem it to be beneficial to the Foundation and approves prior to entering a contract agreement.

4. The partner's national promotion shall not be based on acquiring, using the names of, or soliciting Foundation donors, vendors, partners or employees, unless an exclusive discount or premium benefit is offered to Foundation constituents and customers who self-identify through a mutually agreed upon promotional code or entry form. Promotions and communication of the campaign shall be mutually agreed upon and beneficial to the Foundation.

5. All agreements will be for a mutually beneficial relationship between a company and a cause. In evaluating proposed agreements, the Board may consider whether the arrangement is one involving "passive licensing" or a "transactional" approach that may trigger additional reporting requirements.

6. UCF must structure each agreement to review/approve all related public communications generated by the partner.

Business Standards and Compliance
The Foundation requires that the prospective corporate partner adheres to the following customary business community and quality standards, and where necessary provide clarification or verification.

Conflict of Interest: If a member of the Foundation Board or staff, or member of his or her direct family (i.e., spouse, child, parent, or sibling), holds an ownership or other significant financial interest in a potential corporate partner, the Foundation Board or staff member must disclose that interest and provide the UCF Board with the opportunity to consider its potential impact before voting on the partnership opportunity. In addition, the Foundation Board or staff member will recuse himself or herself from voting on the proposed partnership with the Foundation. The Foundation Board may consider further steps on a case-by-case basis to minimize an actual or apparent conflict of interest.

Control: The Foundation must retain control and approval over partnership elements such as content, programming, branding, etc. All instances of the Foundation brand being represented in sponsor/partner materials must meet Foundation branding guidelines and need to be approved by the Foundation before the materials go to press. In addition, all decisions regarding a sponsored event or educational materials with sponsorship attached must be decided upon by the Foundation Development Department in coordination with the sponsor. The Foundation reserves the right to include strong disclaimers where necessary to reflect the relationship with the corporate sponsor/partner. Where necessary the Foundation can opt-out of any agreement in writing if copy, graphics or logo used for the promotion is not consistent with the Foundation's standards.

Endorsement: The Foundation and the AUA do not engage in direct or implied endorsements. Specifically, The Foundation non-endorsement language states: "The Urology Care Foundation" name and logo are used with permission, which in no way constitutes an endorsement, express or implied, of any product, service, company or individual."

Non-Exclusive: The Foundation is interested in working with a wide variety of corporate partners to pursue cause-related marketing opportunities that will help advance the interests and mission of the Foundation. However, potential partners may seek some degree of exclusivity in their relationships with the Foundation. The Foundation will consider whether to grant full or partial exclusivity in a licensing arrangement with a potential partner on a case-by-case basis, taking into account such factors as the nature of the organization, product, or service involved; the anticipated amount of remuneration to be provided to the Foundation; and the scope of exclusivity at issue. The terms of any exclusive arrangement will be spelled out clearly in the written agreement with the corporate partner.

Fundraising Sales and Foundation Resources: The promotion should not require the Foundation to conduct all promotional effort or commit major resources in order to actualize the fundraising potential. Promotional activity shall be mutually agreed upon in a written contract agreement and beneficial to the Foundation.

Limited Contracts: All CRM partnership agreements will be limited in term and subject to possible renewal with the review and approval of the UCF Board.

Ownership: The Foundation must retain ownership of all Foundation initiatives, program campaigns, content, materials, and intellectual property.

Pass-through/Assignment: Partnership benefits/elements may not be passed-through, assigned or sold to other parties. Giving away sponsorship/partnership rights or benefits is known as a "pass-through" or "assignment" of rights and it is in the best interest of the Foundation to limit sponsorship rights to those companies that entered into partnership with the Urology Care Foundation.

Scientific Data: Where the promotion or partnership relates to a specific product that impacts public healthcare, the proposed partnership will be subject to review by a panel of scientific experts appointed by the UCF BOD.

Requirements of Commercial Partnerships

Written contract agreement: Agreement shall include but not limited to the following:

- ✓ all agreements must go through UCF contract review procedures as established by internal controls
- ✓ accurate description of the offer to be made to the public
- ✓ the charity's right to an accounting of the program results
- ✓ terms of contract, including anticipated duration of the agreement
- ✓ promotional plan and timeline
- ✓ termination rights for the Foundation
- ✓ provision for compliance with applicable federal and state laws and regulations relating to the promotion or arrangement
- ✓ an estimate of the total donation
- ✓ hold harmless or indemnification clause
- ✓ signature by two officers of the Urology Care Foundation

**Approximately 20 states require a contract. Some specify certain provisions for the contract as outlined above. [1]*

Oversight and Review: UCF legal counsel and the UCF Board will review all proposed CRM agreements. No less than ¾ of the UCF Board members shall approve or disapprove a CRM corporate partner and proposed initiative based on background information compiled and confirmed alignment with the Foundation's priorities and best interests. Paramount consideration will be given to whether there is potential for product liability or other legal risk or the possibility of impairment of the good name and reputation of the AUA and the Foundation.

Reporting: "Net sales" will be disclosed to the Foundation which includes gross amount paid by the customer and received by the partner, minus any applicable sales tax and shipping costs. If applicable a per-unit disclosure or itemized report of the donation amount(s) should also be included in the final disbursement.

**Approximately 11 states require ads to disclose the amount of the donation, on a per-unit basis, typically either "as a dollar amount or as a percentage of the value of the goods or services purchased or used."[2]*

Disclosure of Beneficiary: Disclosure of beneficiary name and contact information including, the purpose for which the donated funds will be used are required disclosures.

Measured Results: At the conclusion of the promotion/campaign the corporate partner will compile and share with the Foundation the following:

- Number of impressions/reach
- Net funds raised
- Number of generated new customers and/or self-identified prospects for the Foundation

[1] See, *e.g.*, NY Exec. Law § 174-a; Georgia Code § 43-17-6(a); Mass. Gen. Laws, ch. 68, Section 22.
[2] See, *e.g.*, Arkansas Code § 4-28-408(c)(2); Conn. Gen. Stat. § 21a-190g(c). NY Exec. Law § 174-c requires disclosure of "the anticipated portion of the sales price, anticipated percentage of the gross proceeds, anticipated dollar amount per purchase, or other consideration or benefit the charitable organization is to receive."