



Corporate Relations Governance Policies and Guidelines Handbook

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GUIDING PRINCIPLES FOR CORPORATE SUPPORT

American Academy of Dermatology/Association and Corporations

The American Academy of Dermatology and Association (collectively, “AAD/A”) seeks to promote leadership in dermatology and excellence in patient care through education, research, and advocacy. In meeting these objectives, AAD/A seeks to collaborate with its corporate supporters through respect, collegiality, and transparency, ensuring that collaborative efforts encourage engagement, inspire ideas, create essential dialogue, and foster synergistic results. AAD/A considers first and foremost its mission and serving its constituents in all decisions, including the decision to enter into a relationship with any for-profit entity. AAD/A recognizes that corporate support is critical to fulfilling its mission-related initiatives, goals, and objectives to obtain excellence in dermatology. Therefore, AAD/A accepts corporate support so long as it is in accordance with the stated AAD/A Values, which are: patients first, professionalism, lifelong learning, rigorous inquiry, creative work, collaboration, social responsibility, and diversity.

Therefore:

- AAD/A will seek to maintain the trust of its members and the public and never maliciously compromise its independence nor deliberately engage in a corporate relationship that will affect the organization's credibility or integrity.
- AAD/A will determine appropriate areas for corporate support, the types of corporate support and the length or duration of this support.
- All corporate relationships must have an AAD/A-related benefit that supports AAD/A’s mission and its constituents. However, AAD/A will strive to ensure that the partnership is beneficial both to the supporter and AAD/A.
- AAD/A will treat all corporate supporters fairly and honestly.
- AAD/A will exercise independent judgment in its entire decision-making and information dissemination process. Thus, AAD/A will retain sole discretion for the content, quality, scientific and educational integrity of all supported programs, events, publications, websites, et al.
- AAD/A does apply for and accept funding from respected healthcare companies and non-healthcare companies in support of its programs and services to constituents. Since AAD/A’s inception, it has always maintained a clear and steadfast position that these contributions, if and when they occur, do not influence the integrity of AAD/A.
- When new opportunities arise that are outside existing Board-approved policies, said opportunity will be brought to the AAD/A Corporate Relations Task Force (CRTF) for review and recommendation to the Board.

- AAD/A will adhere to all applicable laws and regulations and expects that corporate entities will do the same.
- AAD/A does not endorse any corporate sponsor or its products or services.
- AAD/A materials directed to the public that are produced with corporate funding will contain accurate terms or statements such that reasonable individuals will understand the nature and extent of the corporate relationship.
- AAD/A will not lend its name to any product for financial gain and/or as part of any corporate relationship, unless there are meaningful benefits beyond financial gain to AAD/A and its stakeholders. AAD/A will have a written agreement with all corporate supporters prior to the implementation of the corporate relationship. AAD/A will be transparent and communicate its policies regarding relationships with corporate supporters. AAD/A will disclose financial and other benefits it receives from a corporate relationship in adherence to legal requirements.
- AAD/A retains the right to terminate a corporate supporter relationship without cause and with a minimum 30 days' written notice, unless the relationship must be severed sooner due to unlawful or other inappropriate conduct by a corporate supporter, or other unforeseen circumstances requiring immediate severance [i.e. force majeure].
- AAD/A does not enter into agreements with businesses in the following categories (and others that may be determined):
 - o Tanning equipment or services
 - o Gaming
 - o Firearms/Ammunition
 - o Smoking/Other nicotine delivery systems
 - o Alcohol

Additionally:

- AAD/A will not enter into sponsorship relationships with businesses that promotes/uses material that is lewd, indecent, or vulgar (shows/depicts genitalia, total nudity, or sexual acts); or that contains obscenities, ethnic, racial or other discriminatory slurs.

AAD/A retains all rights to its corporate marks (logos, product/service names, etc.), whether protected under US Trademark law or not, and its content (publications, meetings websites, etc.) as protected under US Copyright Law. Any use of AAD/A's protected property must be approved by the AAD/A in writing in advance of the use and must meet the policies approved by the AAD/A's Board of Directors.

KEY POINTS

AMERICAN ACADEMY OF DERMATOLOGY POLICIES RELATED TO COMMERCIAL SUPPORT & DISCLOSURE

Governance

- Everyone in the Academy leadership must comply with AAD conflict of interest policies.
- All members in leadership positions, including the Board of Directors, councils, committees, editorial boards, work groups, and taskforces, and senior Academy staff must disclose financial relationships with industry. Disclosures are updated at least annually during tenure of office. A candidate for office who fails to make a disclosure or who does not resolve a conflict will be disqualified from office.

Continuing Medical Education (CME) [\[CME Definition\]](#)

- Because the Academy views every educational opportunity with the same rigor, the Academy will comply with the Accreditation Council for Continuing Medical Education (ACCME) Standard for Commercial Support as our minimum standards for Continuing Medical Education (CME). Additionally, the Academy adopts these standards for Independent Medical Education (IME), defined as education for dermatology professionals.
- Course directors and faculty disclose all of their financial relationships with industry. The Academy publishes such disclosures in course materials and displays them in the opening slide at the beginning of each educational presentation.
- All educational materials are reviewed for commercial bias, including print, online and presentation materials.
- The content presented in CME or IME activities will be based on the best available evidence, must give a balanced view of therapeutic options, and will comply with the ACCME's Definition of CME and ACCME's Content Validation Statement.
- All CME and IME activities are governed by the Academy's Policies & Procedures to Ensure Independence in Continuing Medical Education Activities. [\[Ensure Independence in CME\]](#)

Commercial Support (CME and IME activities)

- Any activity involving commercial support must have a clear, stated scientific or educational purpose consistent with the Academy's mission.

- The Academy will not explicitly endorse any product, brand, or company, nor will it work to advance a supporter's interests. No promises or guarantees are made regarding the content of project materials, reports, recommendations or opinions.
- Academy members on the Council on Education and Maintenance of Certification are appointed to oversee commercially supported programs. This group has final approval authority over the content and selection of speakers, editors and authors.
- Commercial support of Academy educational programs is acknowledged according to ACCME policies.
- The Academy requires a signed agreement to document each corporate sponsorship or other relationship to ensure compliance with all applicable laws and Academy policies.
- The Academy reserves the right to terminate any promotion that could reasonably be determined to affect adversely the goodwill or reputation of the Academy or its affiliates.

Publications

- The Academy adheres to the International Committee of Medical Journal Editors Uniform Requirements for Manuscripts Submitted to Biomedical Journals.
- Editors, editorialists, reviewers and publication authors for scholarly publications are required to disclose potential conflicts of interest.
- Disclosure statements accompany all manuscripts/papers/articles published in *Journal of the American Academy of Dermatology (JAAD)* and all articles in *JAAD Case Reports*.
- When a conflict of interest is identified, it is resolved at the editor's discretion either by not accepting the article or editorial from the conflicted individual, or by including information about the conflict of interest with the published work.

KEY POINTS

AMERICAN ACADEMY OF DERMATOLOGY POLICIES RELATED TO NON-COMMERICAL (PROMOTIONAL) SUPPORT

Governance

- Everyone in the Academy leadership must comply with AAD conflict of interest policies.
- All members in leadership positions, including the Board of Directors, councils, committees, editorial boards, work groups and taskforces must disclose financial relationships with industry. Disclosures are updated at least annually during tenure of office. A candidate for office who fails to make a disclosure or who does not resolve a conflict will be disqualified from office.

Corporate Sponsorship

- The Academy follows the Council of Medical Specialty Societies (CMSS) guidelines as it relates to industry partners. Items that are prohibited for corporate support per CMSS will not be permitted.
- Branded and non-branded sponsorship opportunities will be offered to corporate sponsors.
- The Academy reserves the right to accept sponsorship according to Academy guidelines.
- All corporate relationships will be managed in compliance with the Academy's Policies on Corporate Relationships. [\[Policies on Corporate Relationships\]](#)
- Whenever possible, the Academy seeks funding from a variety of sources to minimize exclusivity.
- The Academy will not explicitly endorse any product, brand, or company, nor will it work to advance a supporter's interests. No promises or guarantees are made regarding the content of project materials, reports, recommendations or opinions.
- Corporate sponsorships should adhere to the Academy's Gift Acceptance Policy. [\[Gift Acceptance\]](#)
- Companies can access all the Academy's corporate opportunities and benefits. [\[Corporate Partners\]](#)
- The Academy reserves the right to terminate any promotion that could reasonably be determined to affect adversely the goodwill or reputation of the Academy or its affiliates.

Technical Exhibits

- Exhibitors at all Academy meetings must adhere to the rules and regulations as stated in the Academy's Technical Exhibit Prospectus and the Academy's official Exhibitor Policy. [\[Technical Exhibit Prospectus\]](#) and [\[Official Exhibitor Policy\]](#)
- It is the responsibility of the exhibitor to ensure all booth staff are informed of and adhere to these rules and responsibilities and conduct themselves in a professional manner throughout the convention.
- Exhibitors must abide by applicable Food and Drug Administration (FDA) and other governmental regulations and other regulations as apply to their respective industries, including but not limited to all approval requirements.
- The Academy has a system for assigning booth space and the Academy exercises sole discretion in administering this system. The Academy will attempt to accommodate exhibitor special requests, but reserves the right to relocate exhibitors should it become necessary.

Advertisements

- Advertisers must adhere to the Academy's Advertising Standards. [\[Advertising Standards\]](#) These standards apply to all forms of advertising: print, digital, and emerging technologies.
- Advertisers must abide by all applicable federal, regulatory, state, and governing body rules and regulations in regard to advertising.
- The Academy accepts advertising only if acceptance does not pose or imply a conflict of interest.
- Advertisers can access information about all the Academy's advertising programs, including rates and specifications and placement opportunities, at aad.org/advertising.

Cause Marketing

- Sponsorship icons and company logos must be displayed in such a way that they do not convey endorsements of the company or a product. [\[Partnership Guideline\]](#)
- The Academy's cause marketing campaigns will not endorse (directly or indirectly) companies, products or services.
- The Academy does not enter into agreements with companies for the purpose of promoting pharmaceutical brand names.
- Comparison to the Academy's products or services is prohibited. Comparisons to a competitor's products or services in Academy communications vehicles are prohibited.

- Reference to product brands by commercial support is prohibited except in advertisements, the content of which is governed by more specific guidelines for Academy publications that accept advertising.
- No funds will be accepted with real or apparent expectations of reciprocity from industry.
- The Academy cannot accept display/messaging that makes any claims (qualitative or quantitative), promotes a price, or has a call-to-action (other than a link to learn more).
- Cause marketing activities are governed by the Academy's Policies on Corporate Relationships.

Affinity Programs

- The Academy reserves the right to offer its members programs and services that have been specially negotiated for Academy members as outlined in the Academy's Affinity Program guidelines. [\[Affinity Guidelines\]](#)
- The process for which Affinity partners are chosen falls under the Academy's business development offices. If, after business review, the Academy determines the relationship is beneficial to its members, a contractual financial agreement is developed between both parties.
- Affinity partners receive recognition from the Academy as a preferred provider for these identified products and services.
- Affinity partners are allowed to use the Academy logo in advertising their product and/or service to the Academy's members in accordance with Academy guidelines and the terms and conditions of the company's affinity agreement with the Academy.

Member Information

- The Academy rents member mailing list information and also attendee mailing information for a fee. Both member and attendee list requests are for one-time use and requests will not be processed until the proposed mailing is received and approved by AAD. It can take up to 10 business days for approval and processing. Exceptions to this key point are made for affinity partner companies and premier level company supporters.
- The Academy does not sell email, phone or fax information of its members to any corporate entity.
- The Academy attendee and member mailing list is the property of the Academy and may not be reproduced. Licensee may not copy, reformat, transfer, reproduce, or retain in any form whatsoever all or any part of the mailing list or permit a third party, agent, employee or contractor or their respective agents to do so.

- The list shall not be used to create a database nor to complete additional mailings of the same material. Licensee shall indemnify Academy for any loss, damage, claim or expense (including attorney's fees) arising out of Licensee's use or misuse of the mailing list.
- The licensee acknowledges and agrees to the fact that the mailing list is and will continue to be monitored to prevent improper use thereof. Such monitoring will include use of a combination of seeded or varied names and addresses. Any method used to alter, detect, or eliminate decoy names is strictly prohibited. Any unauthorized appearance of any decoy name constitutes evidence of complete re-use of the list. Evidence that the list has been used for other than the approved, one-time use may be grounds for action by the Academy to terminate use of the data, deny any future requests, and seek recovery of damages by the Academy, including recovery of the Academy's attorney's fees in any such action. [Please refer to: <https://www.aad.org/advertising-marketing-and-sponsorships/mailling-list-rental>]

AAD TYPES OF CORPORATE RELATIONSHIPS DEFINITIONS

The American Academy of Dermatology's Board-approved policy for corporate relationships includes a summary of the types of relationships which may be entered into, the evaluation criteria for determining the suitability of such relationships and procedures for ongoing review and evaluation of such relationships. All departments within the American Academy of Dermatology will adhere to the Corporate Relationships policy.

Types of Corporate Relationships

While each corporate relationship is defined by the terms and conditions of the written agreement(s) reached by the Academy and the corporation, the Academy may enter into relationships characterized by one or more of the following activities:

- **Accreditation Council for Continuing Medical Education (ACCME) Events/Activities:** ACCME is a nonprofit organization responsible for accrediting institutions that offers CME to physicians and other healthcare professionals. The ACCME's mission is to identify, develop, and promote rigorous national standards for quality CME that improves physician performance and medical care for patients and their communities. The Academy offers a variety of events that provide members with ACCME-accredited CME.
- **Advertising:** The Academy owns or controls a variety of communication outlets, and accepts advertising as a means of keeping our audiences informed of products and services, and as a source of non-dues revenue.
- **Affinity Relationships:** An arrangement that typically consists of a relationship or alliance between a for-profit company and a nonprofit organization in which the nonprofit entity designates the for-profit company as a preferred provider and permits the for-profit company to use such designation in marketing its products or services to the membership or other constituency of the nonprofit organization on discounted items. The for-profit company usually pays a royalty to the nonprofit company in exchange for these marketing rights.
- **Cause Marketing Program:** A donation to the Academy triggered by the purchase of a product by a consumer. Such initiatives are most commonly based on sales during a specific period and/or include a cap on the maximum amount that the corporation will donate. If a donation to the Academy is triggered by the purchase of a product by a consumer, the Academy will disclose the amount or percentage of money from the sale which goes directly to the Academy, will specify the duration of the campaign and will state any maximum contribution amount, if there is one. The marketing materials for any such cause-related marketing will stress that the Academy does not endorse specific companies or their products or services. [\[SPOT\]](#) and [\[Cause Marketing Guidelines\]](#)

- **Commercial Interest:** Any entity producing, marketing, re-selling, or distributing health care goods or services consumed by, or used on, patients. The ACCME does not consider providers of clinical service directly to patients to be commercial interests – unless the provider of clinical service is owned, or controlled by, an ACCME-defined commercial interest.
- **Commercial Support for CME:** Monetary or in-kind contributions given by an ACCME-defined commercial interest to a CME provider that is used to pay all or part of the costs of a CME activity. The ACCME Standards for Commercial SupportSM explains the rules CME providers must follow when receiving and managing commercial support. Revenues that CME providers receive from advertising and exhibits are not considered commercial support.
- **Continuing Medical Education (CME):** Consists of educational activities which serve to maintain, develop, or increase the knowledge, skills, and professional performance and relationships that a physician uses to provide services for patients, the public, or the profession. The content of CME is that body of knowledge and skills generally recognized and accepted by the profession as within the basic medical sciences, the discipline of clinical medicine, and the provision of health care to the public.
- **Event Sponsorships:** Support provided primarily to underwrite fund raising events, such as Skin Cancer, Take a Hike! TM, the President's Gala and other fundraising efforts.
- **Exhibit Hall Activities:** Corporations may rent technical exhibit space in the exhibit hall at the Annual Meeting or Summer Meeting. This space may be used to promote the company's products or services to meetings attendees. Corporations may also conduct Industry Expert Theaters in the exhibit hall, where they demonstrate their products or services.
- **Health Message Promotions:** Activities that direct the consumer to the Academy for information on a specific disease or condition in exchange for corporate use of the Academy's name, logo or message in a corporation's advertising, promotional or educational materials.
- **Independent Medical Education (IME):** Professional education given by accredited medical education providers who design and implement programs totally independent of any industry influence, as defined by standards such as the Accreditation Council for Continuing Medical Education (ACCME) guidelines, the FDA's Guidance: Industry Supported Scientific and Educational Activities, and the PhRMA Code.
- **Licensing:** A relationship where the Academy authorizes a company to produce, market and/or distribute mission-related materials or consumer products that are marketed under the joint names of the Academy and the corporation, such as in the Academy's Conrad video production program.
- **Program Sponsorships:** Support provided to conduct public awareness campaigns and educational programs for patients.

- **Promotional Support:** Provided as sponsorships of Academy programs, including but not limited to events, publications, humanitarian programs, meeting enhancements and resources. Sponsorships may not be used to support independent medical education or continuing medical education.
- **Strategic Alliances:** A significant, long-term and mutually beneficial relationship between the Academy and a corporation. This means the Academy may help supply a health education message or service that is delivered through a company delivery system to better serve people with that particular health condition or interest. It is often a collaborative effort to improve patient or public health information or services provided to the individual, and may not necessarily involve a monetary exchange.

AAD POLICIES & PROCEDURES TO ENSURE INDEPENDENCE IN CONTINUING MEDICAL EDUCATION ACTIVITIES

Purpose and Background

The mission of American Academy of Dermatology's education program is to provide members with comprehensive and innovative educational opportunities for life-long learning designed to improve learner competence and enhance the practice performance of dermatology professionals with the ultimate goal of improving patient care outcomes.

The Academy is accredited by the Accreditation Council for Continuing Medical Education (ACCME) to sponsor (designate credit) continuing medical education (CME) for physicians ([ACCME Glossary](#)). As an ACCME accredited provider the Academy must ensure compliance with the [ACCME Standards \(SCS\) for Commercial Support of CME](#). The Academy also requires that the following policies and procedures be followed throughout the development, implementation, and evaluation of its CME activities:

A. INDEPENDENCE – *In addition to SCS 1:*

- Each activity certified for credit by the Academy will be in compliance with the [ACCME Essential Areas, Elements, Accreditation Criteria, Policies, and Standards for Commercial Support of Continuing Medical Education](#).
- All faculty, meeting, and marketing logistics are to be appropriately handled by Academy staff or their designee(s). Representatives from a commercial interest **cannot** provide meeting planning or faculty coordination functions.
- Information on the identity of learners at CME activities is considered to be the confidential property of the Academy. Information on learners will only be released to third parties when learners have prospectively signed a document authorizing this release of information.
- At the discretion of the Academy, anonymous evaluation summaries of the supported activity may be shared with industry representatives.

B. IDENTIFICATION AND RESOLUTION OF CONFLICTS OF INTEREST – *In addition to SCS 2:*

1. The Academy is required to have a mechanism in place to identify and resolve (manage, minimize, or mitigate) all conflicts of interest prior to the educational activity being delivered to learners. Identification of professional practice gaps and analysis of the educational needs underlying these gaps form the foundational mechanism for the mitigation of conflicts of interest. Additionally, all individuals who are in a position to control the content of an educational activity (course director, planners, faculty, editors, authors, reviewers, staff) complete an attestation that they agree to abide by the ACCME Standards for Commercial Support of CME and this policy and that any and all clinical recommendations they make for patient care as part of their

planning and/or CME presentation/activity materials will be based on the best available evidence, that they will give a balanced view of therapeutic options, and that the content will be in accordance with the ACCME's [Definition of CME](#) and ACCME's [Content Validation Statement](#).

2. Additional and supplemental mechanisms to resolve conflicts of interest include but are not limited to:
 - a. An individual without a conflict of interest replaces the conflicted individual.
 - b. The conflicted individual renounces the relationship(s) with the commercial interest(s).
 - c. The scope of the conflicted individual's role is restricted (the conflicted individual will not be determining content and/or making recommendations for clinical practice).
 - d. The conflicted individual attests in writing that recommendations s/he will make for clinical practice will be based upon data derived from multiple, doubled-blinded, randomized clinical trials or meta-analyses and s/he will disclose this to learners.
 - e. The CME materials (presentation, monograph, etc.) prepared by the conflicted individual are peer reviewed for content validation and fair balance (and modified accordingly, if need be).
3. An individual who refuses to disclose relevant financial relationships will be disqualified from being a planning committee member, a teacher, or an author of CME, and cannot have control of, or responsibility for, the development, management, presentation or evaluation of the CME activity (ACCME Standard 2.3).

C. APPROPRIATE USE OF COMMERCIAL SUPPORT – In addition to SCS 3:

1. The source of all support from commercial interests must be disclosed to learners prior to the activity occurring. When commercial support is 'in-kind' (e.g., provision of equipment) the nature of the support must be disclosed. In order for commercial support acknowledgement to be made, the letter of agreement must be signed by both the commercial supporter representative and the Academy prior to printing/production/activity.
2. In the event there are social events or meals at educational activities, they cannot compete with or take precedence over the educational event(s) and should comply not only with the ACCME Standards for Commercial Support of CME but also with the American Medical Association's Guidelines on Gifts to Physicians: E-8.061. [\[Guidelines on Gifts to Physicians\]](#)

D. APPROPRIATE MANAGEMENT OF ASSOCIATED COMMERCIAL PROMOTION – In addition to and to add clarity to SCS 4:

1. Arrangements for commercial exhibits or advertisements cannot influence planning or interfere with the presentation, nor can they be a condition of the provision of commercial support for CME activities.

- a. Exhibit fees shall be separate and distinct from educational grants (they are not considered commercial support). Exhibit fees shall be set by the Academy for each activity and will be standard for that activity.
 - b. All exhibitors must be in a room or area separate from the educational activity and the exhibits must not interfere or in any way compete with the learning experience prior to, during, or immediately after the CME activity.
 - c. Commercial interest representatives may attend CME activities at the discretion of the Academy for the direct purpose of the representatives' own education; however, they may not engage in sales or marketing activities while in the space or place of the educational activity.
2. "Product-promotion material or product-specific advertisement of any type is prohibited in or during CME activities. The juxtaposition of editorial and advertising material on the same products or subjects must be avoided. Live (staffed exhibits, presentations) or enduring (printed or electronic advertisements) promotional activities must be kept separate from CME." (ACCME Standard 4.2)
 3. "ACCME-accredited providers may not place their CME activities on a Web site owned or controlled by a commercial interest. With clear notification that the learner is leaving the educational Web site, links from the Web site of an ACCME accredited provider to pharmaceutical and device manufacturers' product Web sites are permitted before or after the educational content of a CME activity, but shall not be embedded in the educational content of a CME activity." (ACCME Standard 4.2)
 4. Print or electronic information distributed about the non-CME elements of a CME activity that are not directly related to the transfer of education to the learner, such as schedules and maps, may include product-promotion material or product-specific advertisement. If the print or electronic information contains abstracts of the educational content then they cannot contain product-promotion material or product-specific advertisement.
 5. The Academy will not utilize a commercial interest as the agent providing a CME activity to learners; e.g., distribution of self-study CME activities or arranging for electronic access to CME activities.

E. CONTENT VALIDATION AND FAIR BALANCE – In addition to SCS 5:

1. The CME activity will comply with ACCME's [Content Validation Statement](#):
 - a. All recommendations involving clinical medicine in a CME activity must be based on evidence that is accepted within the profession of medicine as adequate justification for their indications and contra-indications in the care of patients.

- b. All scientific research referred to, reported or used in CME in support or justification of patient care recommendations must conform to the generally accepted standards of experimental design, data collection and analysis.
2. Activities that promote recommendations, treatment, or manners of practicing medicine or pharmacy that are not within the definition of CME, or are known to have risks or dangers that outweigh the benefits, or are known to be ineffective in the treatment of patients will not be certified for credit.
3. Presentations and CME activity materials must give a balanced view of therapeutic options; use of generic names will contribute to this impartiality. If the CME educational materials or content includes trade names, where available, trade names from several companies must be used.

F. DISCLOSURES RELEVANT TO POTENTIAL COMMERCIAL BIAS – To add clarity to SCS 6:

1. The source of all support from commercial interests must be disclosed to learners prior to the activity or session taking place. The acknowledgment of commercial support as required by SCS 6.3 and 6.4 may state the name, mission, and areas of clinical involvement of an ACCME-defined commercial interest **but may not include corporate logos and slogans**. When commercial support is "in-kind," the **nature of the support** must be disclosed to learners.

G. OFF-LABEL USE DISCLOSURE

1. Faculty (speaker or presenter), activity medical directors, and moderators are instructed to disclose to the learners when products or procedures being discussed are off-label, unlabeled, experimental, and/or investigational (not FDA approved); and any limitations on the information that is presented, such as data that are preliminary or that represent ongoing research, interim analyses, and/or unsupported opinion.
2. All marketing and syllabus materials for accredited CME activities will include the following disclaimer: The American Academy of Dermatology requires CME faculty (speakers) to disclose to attendees when products or procedures being discussed are off-label (not approved for the indications being discussed), unlabeled (not approved for any indications), experimental, and/or investigational (not FDA approved); and any limitations on the information that is presented, such as data that are preliminary or that represent ongoing research, interim analyses, and/or unsupported opinion. This information is intended solely for continuing medical education and is not intended to promote off-label or unapproved use of these products/procedures. If you have questions, contact the medical affairs department of the manufacturer for the most recent approval information. Faculty at this meeting will be discussing information about pharmaceutical agents that is outside of U.S. Food and Drug Administration approved labeling.

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AAD POLICIES ON CORPORATE RELATIONSHIPS

The mission of the American Academy of Dermatology and AAD Association (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 wide variety of sources, including corporations.

The Academy has mutually-beneficial relationships 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, in-kind contributions and cause marketing programs. [\[Cause Marketing Guidelines\]](#) Advertising, exhibiting, member service providers and affinity 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 Community, Corporate and Philanthropic Relations Department.
6. Agreements which fall outside the category of traditional grant, sponsorship and in-kind contributions, are subject to review and approval by the Corporate Relations Task Force, and the Council on Community, Corporate and Philanthropic Relations, 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.
9. The Academy does not and will not endorse specific companies or commercial products, processes or services and prohibits any sponsorship or action that suggests or implies such an endorsement.
10. The Academy may enter into relationships with corporate brands for cause marketing activities, public awareness campaigns, sponsorships and other forms of alliances. However, the Academy will not enter into such arrangements with pharmaceutical brand names.

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.

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 the 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 and 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 acknowledgements, 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 non-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 measure of public exposure.

Approved: AAD Board of Directors – 12/03/05

Revised: AAD Board of Directors – 8/7/10

Revised: AAD Board of Directors – 8/22/15

AAD CAUSE MARKETING GUIDELINES

The American Academy of Dermatology welcomes the opportunity to interact with companies to build strategic campaigns that support the Academy's community outreach and patient education efforts to improve public health. Thank you for your interest in partnering with the American Academy of Dermatology (Academy) in a cause marketing campaign. The Academy recognizes that synergy can exist successfully when the Academy and a company come together on a mutually beneficial project.

Below are our criteria to help you determine if a cause-related marketing promotion with the Academy will meet your business objectives and move our mission forward. Please review the following carefully before completing the American Academy of Dermatology's Cause Marketing Assessment form.

Licensed Trademarks and Logo Usage

The American Academy of Dermatology (AAD, Academy) owns the registration for the American Academy of Dermatology name, logo and "Melanoma Monday ®," "National Healthy Skin Month," "Camp Discovery," "SPOT Skin Cancer®," "SPOTme™", "Healthy skin. Healthy lives.™", and "Skin Cancer, Take a Hike!™" names, programs and Licensed Marks, as well as pending Marks. The use of the Licensed Marks and pending Marks is not permitted without written permission. The Academy retains final approval on all such materials.

Cause marketing icons and company logos must be displayed in such a way that they clearly do not convey endorsement of the company or a product. (See examples below).

Criteria for Businesses Seeking Cause Marketing Relationships with the American Academy of Dermatology

Any party seeking a cause marketing relationship with the Academy must be an established company. Companies 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.

Limitations

- The Academy does not endorse (directly or indirectly) products or services.
- The Academy does not enter into agreements with companies for the purpose of promoting pharmaceutical brand names.
- Comparison to the Academy's products or services is prohibited. Comparisons to a competitor's products or services in Academy communications vehicles are prohibited.

- Reference to product brands by commercial supports is prohibited except in advertisements, the content of which is governed by more specific guidelines for Academy publications that accept advertising.
- No funds will be accepted with real or apparent expectations of reciprocity from industry. The Academy cannot accept display/messaging that makes any claims (qualitative or quantitative), promotes a price, or has a call-to-action (other than a link to learn more).

Academy's Community Outreach

In connection with all cause-related marketing promotions benefitting the Academy, we require corporate sponsors to help us raise awareness and educate the public about skin disease and resources available. We ask all corporate sponsors to publish the Academy's website address [www.aad.org] and the toll-free number [866-503-7546] on all cause-related promotions, event, marketing, packaging and related advertising materials.

Disclosure Regulations

The Academy will follow the Better Business Bureau Standards for Charity Accountability to require clear disclosure to the consumer regarding the benefit to the organization when funds are raised through a public-facing sponsorship promotion (e.g., \$1 from the sale of each item). In compliance with these guidelines, all packaging, advertising and promotional materials will convey the relationship in clear and unambiguous terms.

Registration as a Commercial Co-Venturer

Your business may also be required to register in certain states as a "commercial co-venturer" if conducting a cause-related marketing promotion. Specific requirements for commercial co-ventures vary from state to state. Although the Academy cannot give legal advice to third parties, we recommend seeking legal counsel to ensure compliance with applicable state requirements.

AAD ADVERTISING STANDARDS

The American Academy of Dermatology and AAD Association (collectively, “the Academy”) owns or controls a variety of communication outlets, including but not limited to publications, websites, digital newsletters, meeting site signage (banners, buses, billboards et al), etc., and accepts advertising as a means of keeping our audiences informed of products and services, and as a source of non-dues revenue.

General Eligibility

1. Advertising eligibility is governed by the Academy’s Advertising Standards, bylaws, administrative regulations and policies, and all applicable federal, state and local laws.
2. The Academy follows the Standards for Commercial Support of Continuing Medical Education of the Accreditation Council for Continuing Medical Education (ACCME) [[Ensure Independence in CME](#)] and the Council on Medical Specialty Societies (CMSS) 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.
3. The Academy accepts advertising only if acceptance does not pose or imply a conflict of interest.
4. The Academy regularly reviews advertisements for suitability according to industry advertising standards, and as governed by the Federal Trade Commission (FTC). The Academy reserves the right to reject or not to renew previously approved advertisements.

Advertising Copy

1. The advertiser and the product or service being offered should be clearly identified in the advertisement. In the case of drug advertisements, the full generic name of each active ingredient shall appear.
2. It is the sole responsibility of the advertiser to ensure that advertisements are in compliance with all applicable industry, state and federal regulatory and governmental agency guidelines (FDA, FCC, FTC, PhRMA, CMSS, OIG, CFSAN, etc.), as well as continuing medical education guidelines (AMA, ACCME, etc.), as appropriate. Appearance of advertising in Academy publications should not be construed as a guarantee that the manufacturer has complied with such laws and regulations.

3. Advertisements containing claims about the safety or effectiveness of health care products or services may cite in footnotes references from scientific literature, provided the reference is truthful and is a fair representation of the body of literature supporting the claim made.
4. Guarantees may be used in advertisements provided the statements that are “guaranteed” are considered truthful, supportable, and could be used whether or not they are guaranteed. Companies must disclose conditions and limitations of any product guarantees.
5. Comparison to a competitor’s products or services is permitted if claims of superiority have not been challenged by any governing body, and data from well-controlled clinical studies cited in recognized, peer-reviewed medical journals, are cited in the ad, or can be made available upon request. Comparisons to a competitor’s products or services may not be disparaging, false or misleading. Comparison to the Academy’s products or services is prohibited.
6. Advertisement of memberships, products, meetings or services that compete directly with those offered by the Academy is generally prohibited. Fundraising by organizations other than the Academy is prohibited.
7. Artwork, format, and layout of ads should be such as to avoid confusion with editorial content of the communication outlet. The word “advertisement” may be required.
8. The inclusion of an advertisement in Academy communications outlets is not to be construed or publicized as an endorsement or approval by the Academy of any company or company’s products or services, nor referred to in collateral advertising.

Electronic Advertising Policy

Acceptance

The American Academy of Dermatology accepts advertisements within select areas of the member and public sections of its website, and in its digital publications, except on pages which have been deemed inappropriate for commercial ads.

Format

Ads on the Academy website conform with the standard sizes suggested by the Universal Ad Package of the Interactive Advertising Bureau (IAB, www.iab.com). The Academy accepts banner advertisements including skyscrapers, rectangles, and horizontal banners.

Requirements

Digital advertisements must:

1. Be in accordance with the guidelines set forth in the AAD Advertising Standards.

2. Be clearly distinguishable from editorial content. All digital ads are labeled with the word “advertisement”.
3. Be in the format of static or rotating banner ads, audio or video that requires “push to play”. The following types of electronic advertising are prohibited: pop-ups, scrollovers, corner peels, crawls, and floating ads.
4. Be placed at random. Advertisements will not appear adjacent to relevant editorial except by chance. Advertisements may not appear adjacent to content that carries *AMA PRA Category 1 Credit™*.
5. Not collect any personal information from any user, except with the user’s knowledge and permission and only after providing information about the uses to which the information will be put. Cookies, applets and other such files are prohibited if those files transmit any personally identifiable information to the advertisers or agencies without the user’s knowledge and permission.
6. Disclose the full rules for any market research or promotion associated with an advertisement. This information must be displayed in the advertisement or available via a hyperlink.

AAD POLICY ON TECHNICAL EXHIBITS ANNUAL MEETING & SUMMER MEETING

Eligibility

Category of Exhibits

The Academy will consider applications for exhibit space for products or services in the following categories:

- Pharmaceuticals (both prescription and nonprescription)
- Equipment and devices designed for diagnosis or treatment of dermatologic conditions
- Cosmetics and skin care – Scientific/medical educational publications
- Activities of professional and educational organizations
- Products or services relating to the support of non-medical aspects of the practice of dermatology (office equipment, record keeping equipment or services, etc.)
- Physician recruitment and placement services
- Research survey activities, in conjunction with confirmed exhibiting companies
- Companies offering products/services relating to Cosmetics & Non-Prescription Skin Care and Dietary Supplements

All exhibits are to be designed in such a manner that the presentation of products and services in the exhibit hall will enhance the overall educational goals of the Academy's Meetings.

The amount of space available for the exhibition of products or services will be subject to special limitations or complete elimination, as determined by the Academy, depending upon the availability of space to accommodate exhibits of scientific educational value.

All exhibited products must be in compliance with all applicable FDA rules and regulations.

Submission Requirements

The following materials are required for submission by exhibitors:

- Company profile. The information should include a copy of the company's filed Articles of Incorporation or W9, company history, mission statement, management team bios, and advisory/board of directors listing if applicable.
- The products and/or services the company plans to exhibit (i.e. product brochures or literature).
- Documentation of FDA filing status (if applicable) or acknowledgement of compliance with FDA rules and regulations.

- Exhibitors must disclose details on any consumer or government litigation, orders, injunctions, judgments or settlements over the last three years regarding the business practices of the company or the products and services to be exhibited. Companies with multiple complaints filed against them with state or federal consumer affairs regulatory agencies, the Better Business Bureau, or the Academy may be required to provide an explanation of the resolution of those complaints and/or may be precluded from exhibiting.
- Exhibitors shall not exhibit any products or services other than those included in their Space Application/Contract or approved in writing by the Academy.
- The examination and evaluation of Space Application/Contracts will be performed by the Assistant Secretary-Treasurer of the Academy in accordance with guidelines established by the Board of Directors of the Academy. The decisions of the Academy Assistant Secretary-Treasurer regarding applications shall be final. The principle criteria to be considered by the Assistant Secretary-Treasurer include, but are not limited to, whether the products or services proposed for exhibition relate specifically to the practice and advancement of dermatology, or the education of the dermatologist and their patients.
- Applicants who have either never exhibited at an Academy Meeting or have not exhibited in the past three years must complete the review process prior to assignment of exhibit space. Applicants who have exhibited in the past three years must complete the review process only if there has been a material change in circumstances relating to its company (e.g., a change in ownership, control, or legal status) or in the nature, name, composition, products, labeling, or regulatory status of the products and services to be exhibited.
- All acceptances of Space Applications/Contracts and assignments of exhibit space are conditioned upon continued compliance of the products or services proposed for exhibition with the basic criteria established for technical exhibits. If at any time a product or service for which a Space Application/ Contract has been accepted fails to conform to such basic criteria, the Academy may revoke its acceptance of the application and all exhibit space rental fees paid to date by the applicant may be refunded in accordance with Academy's refund policy, and the Academy shall have no further liability to the applicant with respect to the proposed exhibition. Similarly, the Academy, on the basis of new information, will impose such additional conditions on an exhibitor as deemed necessary to ensure that such exhibit satisfies the basic criteria for technical exhibits.

Priority Point System: Space Assignment/Selection

The Academy utilizes a Priority Points system to assign exhibitor booth space based upon the following:

- Participation in the Annual or Summer technical exhibit programs
- Amount of exhibit space assigned in prior meetings
- Financial contributions made to the educational programs of the Academy

Priority Points

Successfully completing the Exhibit Review Process does not guarantee that you will be assigned booth space. The Academy meetings consistently sell out of exhibit space and maintain waiting lists. Academy exhibit space is selected in priority point order by exhibitors that have a history of exhibiting at the Academy meetings.

Multiple Divisions

Companies may choose to average priority points in order to be grouped together in the space selection process. The process will allow divisions to contract separately while maintaining their own identities, i.e. exhibits, exhibit listings, badges, etc. Each corporate division must notify the Academy Exhibits Manager, in writing, of its desire to be grouped together with other divisions, at the time of their application submission.

Mergers, Acquisitions, Spin-Offs

Companies that have merged with, been purchased by, or have purchased another company may use the exhibit history from each company alone, whichever is more favorable, but not the combined history of both companies. The Academy should be notified in writing by both companies that the acquisition or merger between companies has been completed and list the date of completion. Companies requesting a transfer of points must be “directly related” to an exhibiting company in order to inherit those points. A “directly related” company shall be defined as a company that is wholly owned by, is a controlling owner of or has merged with another company. All requests for transfer of points must be submitted in writing to the Academy Exhibit Manager and confirmed in writing by the parent or subsidiary company.

A company restructure that results in a newly formed independent business (spin-off) may use the exhibit history of the parent company. The Academy should be notified in writing that the restructure (spin-off) has been completed. If the parent company is relinquishing the exhibit space to a spin-off company, the parent company must cancel the contract with the Academy, and the spin-off company must submit a new application/contract for space. In this case, the Academy will issue a refund to the parent company, pursuant to cancellation policies, and the full exhibit space payment will become the responsibility of the spin-off company.

Advertising

Exhibitors must abide by Academy Advertising Standards. Refer to Academy Advertising Standards available at www.aad.org.

Exhibit items, advertising literature or pamphlets that are distributed may contain only FDA-approved or recognized indications and claims. Advertising in any media that particular products or services have been exhibited at the Academy Annual or Summer Meeting or in a manner that could be construed as an endorsement by the Academy or by its members is prohibited.

With the exception of the Academy-approved recognition programs, Academy logos, seals, trademarks, service marks, or other similar property rights, including those that are in disuse, may not be used in connection with any product or advertising materials displayed or distributed.

Exhibitors shall not transmit or permit anyone to transmit any part of the Annual or Summer Meeting by means of radio, television, cable, videotape or other method of transmission of aural or visual reports. Exhibitors may not reference any part of the Academy Scientific program in any of their exhibit marketing materials or within their exhibit booth.

Advertising materials, other than official Academy advertising programs, may not be distributed outside the exhibitor's booth. This applies to distributing flyers, handbills, invitations, magazines or other advertising materials to hotel rooms of Annual Meeting attendees. Canvassing or distributing materials on the property or grounds of the convention center or hotels used by the Academy during the Annual or Summer Meeting is prohibited.

FDA Regulations

Exhibitors must abide by all applicable Food and Drug Administration (FDA) regulations, including but not limited to any or all approval requirements. Exhibitors are reminded that the FDA generally prohibits the advertising or other promotion of investigational or unapproved drugs and devices. The FDA also forbids the commercial promotion of approved drugs or devices for unapproved uses. Unapproved devices may be displayed only if they are the subject of an effective investigational device exemption (IDE) or if they are the subject of a pending 510(k) pre-market notification application. Any investigational product that is displayed or graphically depicted within the exhibit must (a) contain no claims of safety or effectiveness, (b) contain no comparative claims to other marketed products, and (c) be accompanied by a sign clearly and prominently stating that the device is limited by federal law to investigational use and is not approved by the FDA for commercial distribution in the United States. Exhibitors may not sell, commercialize, or take orders or names with respect to an investigational drug or device, or a device that is the subject of a pending 510(k) application, unless limited to research or investigational use. These restrictions are not intended to limit the full exchange of scientific information regarding an investigational drug or device.

If the FDA or a court of competent jurisdiction determines that a company's exhibit at an Academy meeting is in violation of any FDA regulations, including but not limited to the promotional restrictions and rules described above, the company may be subject to sanctions, including but not limited to exclusion from exhibiting at subsequent Academy meetings.

Concerns or questions regarding compliance with FDA regulations should be addressed to the FDA as follows:

FDA Division of Drug Marketing

Human Drug Information
Division of Drug Information (CDER) Office of Communications
W051-2201

10903 New Hampshire Avenue
Silver Spring, MD 20993
Phone: (888) 463-6332
Fax: (301) 796-3400
Email: druginfo@fda.hhs.gov

FDA Office of Compliance Center for Devices and Radiological Health
CDRH-Center for Devices and Radiological Health
WO66-5429

10903 New Hampshire Avenue
Silver Spring, MD 20993
Phone: (800) 638-2041
Fax: (301) 796-7100

FDA Center for Food Safety and Applied Nutrition
Outreach and Information Center
5100 Paint Branch Parkway HFS-009
College Park, MD 20740-3835
Phone: 1-888-SAFEFOOD (1-888-723-3366)

Interpretation and Application of Rules and Regulations

All matters and questions not specifically covered by these Rules and Regulations are subject to the decision of the Academy. Exhibitors agree to comply with all subsequent reasonable rules adopted by the Academy.

AAD GUIDELINES FOR DERMSOURCE (AFFINITY) CORPORATE RELATIONS

Definition of Affinity:

Affinity marketing focuses on developing strategic partnerships between complementary brands and businesses. A mutually beneficial marketing strategy with incentives is adopted which increases brand loyalty for both companies and products and heightens market awareness of both.

1. **Mutually Beneficial.** The American Academy of Dermatology (AAD) and company will work together in good faith to identify mutually beneficial opportunities, and agree to contractual terms and conditions. Company must use reasonable efforts to inform AAD when a program is being developed for other dermatology organizations. This is a business relationship and should not be construed or otherwise imply a joint venture, partnership, agency or employment relationship of any kind between parties.
2. **Trademarks.** Each party grants to the other party the limited right to use its name and trademark in relation to the products in connection with the marketing of products during the term. Use of name and trademarks is subject to prior review and written consent of AAD.
3. **Marketing.** Integrated marketing efforts created by the company and by AAD will be mutually agreed upon in writing by AAD and company prior to creation of promotional pieces. Marketing efforts should include (but not limited to) participation in conferences, competitive member pricing, and advertisements in AAD publications.
4. **Reporting.** AAD has the right to inspect and audit company's books and records in connection with the sales of products under agreement to ensure the accuracy of royalty owed to AAD. Company shall provide AAD quarterly royalty reports on the dollar value of purchases and volume of products sales to members. Company will meet with AAD at a minimum quarterly to define member expectations, service level and product requirements, evaluate the competitive environment of program, and determine compliance status and market share results.
5. **Confidentiality.** All data and information of any type of forms (visual, written, oral, electronic, photographs, or otherwise) is considered proprietary and of confidential nature. Neither party will use, publish, or otherwise disclose any information related to the other party unless it is in connection with the performance of the agreement, or required by law.
6. **Compliance with Laws.** The parties agree to comply with all applicable legal requirements including establishing a business relationship in which payments do not violate anti-kickback statutes, applicable safe harbor regulations, or other applicable regulations. AAD agrees that it will consult with legal counsel to assure such compliance.