



General Practice Airways Group Endorsement Policy

1. Purpose

This policy is intended firstly to help guide decision-making about endorsements within the GPIAG and to help the GPIAG come to a logical, thought-out conclusion about whether or not to endorse a particular initiative based on a set of criteria.

Secondly it is intended to provide guidance to those seeking endorsement from the GPIAG in terms of what the GPIAG requires.

There may be exceptions not covered by this policy.

2. Scope

The policy deals with requests from both not-for-profit organizations and commercial companies. Among the initiatives the GPIAG might be asked to endorse are:

- Books or other printed resources and publications
- Videos, CD roms etc
- Conferences and other meetings
- Educational programs
- Guidelines

The GPIAG does not, in general, consider requests to endorse commercial products. If there is a particular situation where GPIAG has been a collaborator or it is particularly innovative and addresses a need that has already been identified, the specific situation will be referred to the GPIAG General Committee and if appropriate to the trustees.

3. Definition of endorsement

In this document, endorsement is understood to mean overall support for an initiative or product based on a thorough review. In the case of programmes or educational resources, a GPIAG endorsement implies that the GPIAG agrees with the information being communicated.

4. Criteria for GPIAG endorsement

- The initiative must be compatible with the GPIAG business priorities and /or its charitable objects. The initiative must be of relevance to primary care and respiratory care
- There must be demonstrable benefit to the GPIAG from endorsing an initiative. This may be a demonstrable benefit towards helping to achieve the GPIAG mission of achieving optimal respiratory health for all and/or to the GPIAG as an organisation (e.g. profile, reputation, income potential)

- Before any agreement is signed, there needs to be a written understanding about ownership, copyright and intellectual property and timescales
- In general, the GPIAG prefers to only consider requests for endorsement that are made before work has begun on the initiative: this applies most specifically to requests from commercial companies. Proposals will be approved in principle and an expert GPIAG group or appointed individual assigned to work on the initiative, providing input at appropriate stages and agreeing the final content against an agreed timetable.
- Where the GPIAG is not involved from the outset, there must be adequate time for an expert GPIAG group or appointed individual to review the material and make changes to the information following review. A minimum of 4 weeks should normally be allowed for this process.
- If the initiative is a tool that purports to have scientific credibility, all data regarding this should be supplied and subject to peer review.
- The GPIAG in general only will consider requests to endorse specific initiatives, not entire organisations.
- The GPIAG should be able to verify the credibility of the organisation seeking endorsement and the organisation should provide relevant information as requested
- If appropriate, the organisation should be able to provide information about marketing and sponsorship of both the initiative and their organisation
- The request for endorsement should define what is expected from the GPIAG and what GPIAG can expect from the organisation in return. This may include for example, publicity for the GPIAG and /or promotion of the GPIAG membership scheme.
- In the case of long-term endorsements (more than one year), the GPIAG will require periodic review of the materials/project, at an interval agreeable to both organisations.
- If the endorsement is for a publication, the GPIAG should see and approve the final artwork and this should be repeated if there is any agreement to any further print-runs or subsequent editions.
- If the endorsement is for a conference or meeting, the GPIAG should agree the programme and speakers for the meeting and approve all materials produced in relation to the meeting including slides and speaker briefing materials

5. Process

- Requests for endorsement should be made to the GPIAG secretariat via info@gpiag.org. The Secretariat will acknowledge the request and forward it to the Chief executive and / or relevant GPIAG lead.
- The chief executive in conjunction with Chair General Committee will review requests for endorsement and either reply directly, or where appropriate, identify a GPIAG individual expert or group (committee or ad hoc group) to review the materials.
- When the appropriate GPIAG expert(s) have completed their review, their recommendations will be forwarded to the CE and Chair General Committee for approval. Advice will be sought from the General Committee and trustees as appropriate. The General Committee and trustees will receive a report at each meeting on what endorsements have been granted

- The Secretariat or Chief executive will let the organisation know of the decision, and in the case of a positive decision, discuss how the GPIAG can support the initiative more broadly (e.g. promoting it to its members) and make any necessary arrangements involving use of the GPIAG name and logo.

6. Fees

- Reviewing an initiative takes time and resources from the GPIAG and hence a minimum fee of £500 is normally charged upfront. This fee may be waived particularly in the case of not for profit organisations and /or where the potential benefits to the GPIAG are sufficiently clear. The fee may also be discounted for GPIAG Corporate Supporter Scheme members at the discretion of the Chief executive /Chair General Committee
- The organisation seeking endorsement from the GPIAG presumably believes that there is an advantage to it from securing GPIAG endorsement of the initiative. The GPIAG has a responsibility to ensure it receives appropriate benefit in return in cases where it gives its endorsement, particularly where a commercial company is involved. This may take the form of an agreed fee or benefit in kind such as marketing support (see policy on partnerships with commercial companies for further information)
- Where the GPIAG is involved in the development of an initiative from the outset, an appropriate fee (or gift in kind) will be agreed upfront to compensate the GPIAG for its time and lost opportunity costs and to recognise the value of its name /endorsement (see policy on partnerships with commercial companies for further information)

7. Use of GPIAG name and logo

- All use of the GPIAG name and logo must be approved by the GPIAG. This includes any press, publicity or promotional materials produced in connection with the initiative. All draft materials must be reviewed by the GPIAG before printing.
- If the GPIAG agrees to have its logo appear, it must be printed in its official colours (contact GPIAG secretariat at info@gpiag.org for details) The GPIAG will provide the appropriate graphics files.
- Precise wording will depend on the nature of the project, but could include "endorsed by the GPIAG ", "supported by the GPIAG " or "developed in partnership with the GPIAG ."

Approved by General Committee: 20 June 2006

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The General Practice Airways Group is a registered charity (Charity No: 1098117) and a company limited by guarantee (Company No: 4298947) VAT Registration Number: 866 1543 09

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General Practice Airways Group

Policy on Partnerships With Commercial Companies

Introduction

Relationships between a charity /professional society such as the GPIAG and commercial companies can be highly beneficial to both organizations. The GPIAG recognises that it stands to gain considerable rewards not only in the form of funding for its activities, but potentially also through raised awareness leading to a growth in membership, support and influence for example as well as benefits in kind provided by the commercial partner as part of an agreement.

This document sets out the different ways in which a company can work with the GPIAG and GPIAG's policies on securing funding from commercial companies and for dealing with requests from companies for joint activities. It is intended to guide decision making in the GPIAG in relation to agreements with commercial companies and also to provide guidance to those seeking to work with the GPIAG.

Background

A charity's name is a valuable asset. Its value comes from the confidence that people have in the charity – confidence that is built on the reputation the charity has gained through its achievements and its status as a charity. Charity trustees have a duty to make the best use of their charity's assets – in practice this means putting assets to work to the best overall advantage of the charity, whilst safeguarding them against damage or loss of value.

The Charity Commission recognize that a legitimate way of taking advantage of the value in a charity's name is to allow it to be used by, or associated with, a commercial company or product in return for a specified financial or other benefit. Companies are often keen to form relationships with charities and such relationships provided they are set up and managed appropriately can be highly beneficial to both parties. The Charity Commission urges charities to in negotiate the best possible return for their part in them.

Raising funds from the value in a charity's name is also recognised to carry *risks*. These arise if a charity's own reputation is put in the hands of another body whose interests are fundamentally different from the charity's, and whose activities are outside the charity's control. If a company with which a charity has an association begins to attract, for whatever reason, criticism or disapproval this can rub off on the charity and damage it in the eyes of supporters and the public (or in the case of the GPIAG health professionals) more generally. Another risk is that current and potential supporters might be put off by what they see as loss of independence of the charity or the "commercialisation" of the charity – particularly if the benefits to the charity from joint ventures with companies are not spelled out clearly.

It is therefore important that charities have an internal policy for dealing with proposals relating to joint ventures with commercial companies

Corporate Support of GPIAG Activities

The GPIAG is reliant for the majority of its income on funding from commercial companies primarily pharmaceutical companies through its Corporate Supporter Scheme and other project funding.

A company can contribute funding to the GPIAG in the following ways:

- Restricted or unrestricted donation
- Sponsorship agreement to support one or more of GPIAG activities
- Licensing agreements
- Joint promotional agreements

Donations

If a company (or anyone else) decides to give an unrestricted donation to the GPIAG, the GPIAG can use the money in any way it sees fit towards achieving its charitable objects. In the case of a restricted donation the GPIAG can only use the money for the purposes specified by the donor.

In either case the charity does not provide anything back to the donor in return. An acknowledgment may be given in the interest of transparency

GPIAG Policy

As a charity, the GPIAG has to accept any unrestricted donations it is offered unless it believes accepting the donation would bring the charity into disrepute. Donations from tobacco companies for example would not be accepted.

The GPIAG is under no obligation to accept a restricted donation if it feels the restrictions are incompatible with its charitable objects or would adversely distort the balance of the charity's activities.

Income received as (UN) restricted donations is classified in accounting terms as voluntary income. Companies may give donations under corporate gift aid which means that they are deductible for tax purposes.

Sponsorship Agreements

In a sponsorship agreement, the company agrees to meet some or all of the costs of one of the charity's activities or projects. In return the charity will publicise the company and the fact that it has contributed to the charity, through acknowledgements which may include use of the company's logo. The charity also often offers other benefits and services in return for the sponsorship such as advertising opportunities, delegates places, copies of the publication etc.

Income received through sponsorship agreements is classified in accounting terms as primary purpose trading, otherwise referred to as incoming resources from charitable activities. i.e. it is a payment for goods or services provided by the charity to the commercial company in support of a project that is undertaken primarily in support of the charity's objects (as opposed to raising money)

Sponsorship agreements are used to support many of the GPIAG's activities, including for example:

- Primary Care Conference
- Opinion sheets
- Other publications
- G/PwSI programmes
- Nurse development programme

GPIAG policy:

- The GPIAG can choose for which activities it seeks sponsorship and what form that sponsorship will take.
- The GPIAG prefers in general to have multi-company funding for its projects. GPIAG will accept sole company sponsorship of a project provided it believes its independence (perceived or otherwise) will not be compromised. Sole company sponsorship would be accepted for example for indirect activities such as practice nurses or GPwSI professional development activities where there is no particular bias in terms of anyone company over another. It is unlikely that sole company sponsorship would be accepted for activities such as an annual conference.
- The GPIAG will ensure in all relevant materials, there is transparency about when an activity is sponsored and by whom
- The GPIAG retains intellectual property and editorial control of all sponsored activities
- The GPIAG has final approval on all materials used to promote any sponsored activity and in all instances in which the GPIAG name or logo is used in connection with the activity.
- The agreement must comply with all GPIAG criteria for participation in agreements with commercial companies (see below)

Licensing agreements (also known as 'Commercial Participation')

Under this type of agreement the charity typically gives the company a license to use the charity's name and or/logo in selling a product or service. The company typically promotes sales of the product with a promise to the consumer that the charity will benefit financially from the sales of that product. Alternatively the company promotes itself more broadly as 'pleased to support xx charity'. The attraction of such promotions to companies is that they will usually act as a buying incentive to the consumer and so help to boost sales of that product. A wide range of consumer products, the best-known being Christmas cards, is commonly marketed under this type of agreement. The charity typically takes no active part in the product marketing and typically is not endorsing the particular company or product – it is simply selling to the company, in return for payments, a limited right to the use of the charity name.

The income from licensing agreements in accounting terms would usually be classified as non primary purpose trading or income from fundraising activities i.e. it is payment by the company for the use of the charity's name or logo where the purpose of the activity is fundraising from the charity's perspective.

The GPIAG has not traditionally engaged in licensing agreements but nonetheless sees it as an opportunity to potentially raise additional funds.

GPIAG Policy

- Licensing agreements potentially act as an inducement to support a purchase or prescribe a particular product or a particular company's products. The GPIAG must therefore carefully consider the impact a licensing agreement could have on its independence (perceived or otherwise) and its relations with other funders.
- The GPIAG will not consider licensing agreements related to any product where clinical judgment is required and where there is a difference in impact on respiratory care in for example in different patient groups of choosing one product as opposed to any other in the same category. The GPIAG will therefore under no circumstances consider licensing agreements in relation to branded pharmaceutical products
- The GPIAG will consider licensing agreements where there is no material difference in terms impact of respiratory health of choosing anyone product over another. This may for example include education products or services e.g. respiratory magazine, conference and Non medical products sold to primary care practices
- The licensing agreement may grant either the company the right to promote their support of the GPIAG (this is a benefit of the Corporate Supporter Scheme and hence is only likely to be of interest to non Corporate Supporter Scheme members) or the right to promote that the GPIAG benefits from the sales of that product or service as appropriate.
- Any such promotion must make it clear that the GPIAG is not endorsing that particular company or product as any better than any other.
- Any promotion where the GPIAG benefits from the sales of that product or service must make it explicit how much the GPIAG receives from each purchase.
- The agreement must comply with all GPIAG criteria for participation in agreements with commercial companies

Joint promotional agreements

In this type of agreement the image of the charity plays an integral part in the marketing of the company's image, product or service. This is the basis of what is often referred to as 'cause-related marketing'. The agreement often envisages the building up of a long-term relationship between the charity and the company. The company's aim is to build an image of itself as a socially responsible organisation or in the case of the pharmaceutical industry in healthcare often more specifically as contributing to education, professional development and improved healthcare. It seeks to achieve this by creating, through marketing and publicity, a link in people's minds between itself and the cause the charity represents. Its underlying aim is still,

of course, to improve its financial performance for shareholders. The benefits for the charity might again include sales-linked payments from specific promotions, but it also hopes to benefit from the raised awareness of itself, its work and its funding needs that can result from increased exposure in the media. As part of the agreement the charity might also receive specified benefits in kind – goods, services, facilities or expertise provided to it by the company.

The income from joint promotional activities is likely to be classified as primary purpose trading as the activity is likely to be in support of the charity's objects.

GPIAG Policy

- The GPIAG is keen to enter into joint promotional agreements in relation to activities that meet the criteria for GPIAG endorsement (see endorsement policy) and GPIAG criteria for participation in agreements with commercial companies (see below)

Additional Criteria for GPIAG Participation in Agreements with Commercial Companies.

In addition to the specific criteria set out in the sections above, the GPIAG follows the following policy in any relationship with a commercial company

- The joint ventures must fit with the charity's policies, strategies and values and must serve the charity's best interests overall, taking account of the long term consequences as well as any immediate gains
- The company is seen as a suitable partner bearing in mind what the charity knows of the company's products, activities, public image, and financial position.
- GPIAG must be confident that the company will be able to discharge its financial and other obligations under the proposed agreement.
- The benefits that will be received and the risks and costs associated with the agreement must be identified and assessed
- Consideration must be given to how the charity's decision to associate itself with that company in that joint venture will be seen by members and other health professionals, funders, supporters and other stakeholders and what the charity will do to anticipate and answer any complaints or criticisms that could be made of the venture
- The terms of the venture should always be set out in a written agreement and must take account of relevant legislation. The agreement must clarify ownership of copyright and intellectual property.
- The GPIAG must retain complete control over the way its name, logo etc is used by any other party in advertising and promotions. Use of the GPIAG name or logo without prior consent is prohibited
- The venture must be presented in a transparent way to members and others in all relevant materials
- In the case of licensing agreements and joint promotional agreements:
 - The endorsement of commercial products or services by a charity has the potential to increase sales of, or add value to, those products or services and the GPIAG must be confident

that the benefits it is being offered under the agreement reflect its full and fair share of that added value. The cost benefit of the venture to the GPIAG must be reviewed regularly and, if the balance turns against the charity, the GPIAG must have the ability to withdraw from the venture.

- The tax implications of any agreement must be clarified with professional advice sought as appropriate
- The GPIAG will not accept any form of funding from organisations whose products detract from improvement in health and in particular in respiratory health. Examples include, but are not limited to, the tobacco industry.

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