



CORPORATE PARTNERSHIP POLICY

(UPDATED October, 2017)

Purpose: To create and manage corporate relationships which expand the reach, impact, credibility and/or funding of National Kidney Foundation (NKF) programs, products and services consistent with strategic goals and priorities.

- 1) **Mission-related Benefit:** NKF will enter corporate relationships to provide meaningful mission-related benefits to the public, communities served and/or NKF directly.
- 2) **Brand Effect:** NKF retains all rights and use of its brand. Corporate relationships must generate a positive impact on the NKF brand.
- 3) **Independence:** In order to best achieve the organization's mission, NKF seeks to solicit appropriate partnerships, sponsorships and third party alliances with the corporate sector. At the same time, in order to remain unbiased in their efforts to increase awareness, prevention and treatment of kidney disease, NKF must remain independent and maintain all appearances of independence in its decision making and arrangements regarding mission-related programs and services, advocacy, awareness, and fund-raising.
- 4) **Risk to NKF:** Each opportunity is assessed on a case-by-case basis, including prospect research to ensure proper company ownership and holdings and determine if there are any adverse public relations that could negatively affect NKF. All prospective partners must have a minimum of 12 months in business and have no significant BBB guideline violations within the past 12 months. This applies on a case-by-case basis, whether on a local or national level.
- 5) **Other Considerations:**
 - a) The corporation should be financially viable.
 - b) Precautions must be taken to assure proper control and complete implementation of the project at the franchise or local level. Since the relationship is with the corporation, not its ad or PR agency, NKF must have access to the appropriate level of decision makers within the corporation. If third parties (agents, other sponsors, etc.) are involved, there must be effective control or protection of NKF's interests. If the corporation's sales force or other groups are involved, they should have clearly identified and realistic responsibilities.
 - c) The promotion should not be adverse to an existing relationship of NKF.
 - d) All product and corporate relationships must be consistent with NKF's principles, public positions, policies and standards.
- 6) **Exclusions:**
 - a) Endorsements: NKF prohibits any agreement or action that endorses a specific commercial product, process, service or enterprise.
 - b) Exclusivity: Only in time-bound, and limited activities may exclusivity be offered, such as category exclusivity within special event programs and within certain corporate and third party alliance programs. NKF will pursue customized approaches with individual companies and organizations with appropriate internal controls being followed.

- c) Prior Grants: Rights previously granted to corporations that are inconsistent with this Policy will be honored and permitted only for the period of time for which they were originally

granted. All subsequent relationships and all renewals of existing relationships must comply with these rules.

- 7) **Partner Categories**: While each corporate relationship is defined by the terms and conditions of the written agreement(s) reached by NKF and the corporation, NKF may enter into relationships characterized by one or more of the following activities:
 - a) Product Purchase: A donation to the NKF triggered by the purchase of a product or service by a business or consumer. See more details provided in section #10 Transactional Relationships and #16 Disclosure.
 - b) Event Sponsorships: Support provided primarily to underwrite fund raising events, such as Kidney Walks, the NKF Golf Classic, galas, etc.
 - c) Licensing: A relationship where the NKF authorizes a company to produce, market and/or distribute mission-related materials or consumer products that are marketed under the joint names of the NKF and the corporation, such as in the NKF's Partners in Education program.
 - d) Health Message Promotions: Activities that direct the consumer to NKF for information on a specific disease or condition in exchange for corporate use of the NKF's name, logo or message in a corporation's advertising, promotional or educational materials.
 - e) Program Sponsorships: Support provided to conduct educational programs for patients and health care professionals, and public awareness programs. In the case of continuing medical education, NKF professional education programs are conducted in accordance with the guidelines of the Accreditation Council for Continuing Medical Education (ACCME) and NKF is able to award CME credits for such programs.
 - f) Strategic Alliances or Partnerships: A significant, long-term and mutually beneficial relationship between NKF and a corporation. This means the NKF 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.

8) **Internal Infrastructure, Approvals, Maintenance, and Fees:**

- a) Decision Making Authority: NKF is authorized by the NKF Board of Directors to enter into partnership relationships that meet the criteria outlined in this policy including authorizing partnership, implementing partnership benefits, and establishing financial agreements. Agreements for corporate support are reviewed by the NKF Compliance Officer for congruence with NKF's Conflict of Interest policies.
- b) Partnership Approval Process: For new opportunities that fall outside these policies, at the outset, a formal screening or evaluation of a proposal should be conducted considering NKF goals, strategies and priorities, NKF Policies, budget requirements, timetables, responsibilities of the parties, human resources, method of evaluation, expected results or yields and other pertinent details. NKF will confirm that the human and financial resources needed to fulfill its obligations in any NKF-business relationship are available.

Sufficient time must be planned and allowed for NKF's usual and customary review and approval process.

- c) **Budgetary Requirements:** The budget should include expenditures and respective obligations of NKF and the corporation; direct and indirect costs; any fees to ad agencies/promoters or for support services to be paid by the corporation or NKF; and gross and net proceeds and their distribution and use.
 - d) **Fees:** Administrative fees may be charged to a corporation to cover NKF's direct and indirect costs. Sponsorship fees are expected to cover all or a part of the sponsored program or activity. Promotional fees required to otherwise participate in a promotion with NKF shall not be charged.
- 9) **Written Agreement:** A written agreement is not necessary for any outright gift received from a corporation if the NKF is not obligated to meet any terms or conditions in return for that gift. For all other corporate relationships, the company must agree to sign a written agreement that governs all programs, promotions, sponsorships or partnerships which contains a mutual indemnification clause to ensure liability protection for both parties. If applicable, the written agreement will specify the respective obligations of the parties; incorporating the requirements of NKF Policies; and will specify the exact time period of the promotion, amount of funding, restricted/unrestricted designation, the minimum guaranteed benefits, description of missiondriven activity supported that both parties will agree to use for purposes of disclosure to the general public, manner of public disclosure , usage of name/logo, materials approval process, criteria for evaluating partnership, requirements for compliance with corporate partnership policies by all divisions and affiliates, and any other requirements as determined by NKF.
- a) Income reporting or audit mechanisms must be available to assure that NKF receives intended benefits. It is desirable to be able to identify the source of the benefits to NKF. The corporation must provide a list of event participants or respondents (by name, address, zip code) when such capability exists.
 - b) The relationship or promotion can be program-specific and limited to a specific period of time. The corporation must not claim any continuing association with NKF after the conclusion of the specific promotion or termination of the relationship and no use may be made of the NKF name in registered format, logo, identifying marks or materials in any advertising or promotion activities by the corporation after completion of the specific promotion.
 - c) A provision must be made for termination of the agreement if either party does not satisfactorily perform its obligations or if other related conditions warrant termination of the agreement.
- 10) **Transactional Relationships (CCV):** All transactional partnerships must identify NKF, specify promotional timeframe, specific action that triggers donation, amount of donation per customer transaction, disclose limitations including maximum donation or minimum guarantee, and ensure viable tracking and reporting mechanism. NKF must be registered in areas where promotion will run. Partnership agreement stipulates that co-venturer/corporate partner is responsible for their filing requirements.
- 11) **Use of NKF Name and Marks:** Use of the NKF name, logo service mark, other service marks, or other identifying marks will be permitted by a person or organization only with the express prior written consent by NKF and subject to NKF graphic standards. The consent must be provided for each item and include the period of usage. The National Kidney Foundation will not allow its name/logo or identifying marks to be used in any promotion or advertisement that names and compares competing products.

- 12) **Statement of Relationship (Proclaimer):** Whenever NKF is involved in a corporate relationship, an appropriate statement clarifying the relationship between NKF and the corporation and/or product should appear in accompanying materials, unless an exception is specifically granted or specified in this Policy. The statement must be conspicuous, legible, and accurate and use terms about the partnership that a reasonable person would understand. Unless approved otherwise, the NKF Web address should be included in the statement.
- 13) **Prior NKF Approval:** All statements, illustrations, advertising, promotional or other materials using or referencing NKF, its marks or messages for use in conjunction with a corporate relationship are subject to the advance review and approval of NKF prior to release or use.
- 14) **Privacy:** If personal information is collected, the NKF has separate written guidelines to protect the privacy of constituents that participate in any of its corporate relations activities, programs and fund raising activities and defines ownership of collected data. Corporate partnerships will comply with the NKF-wide organizational guidelines.
- 15) **Measurements of mutual success: Where feasible,** measurements are undertaken to assess the short and longer-term success of all cause-related marketing endeavors. An evaluation of the relationship or program and its results to NKF, communities served or public should be conducted at the conclusion of the relationship or program and, when necessary or desirable, during the course of the relationship program.
- 16) **Disclosure:** NKF may choose to disclose the nature of a corporate relationship, including any financial benefit accruing to NKF resulting from the relationship, when requested. This disclosure may be via the public domain, NKF Website, within NKF Board documents or other method. Likewise, disclosure by a corporation is expected regarding a relationship with NKF, including any financial benefit to the corporation resulting from the relationship. Commercial or competitive information about a specific relationship which is customarily subject to nondisclosure restrictions may be treated as confidential when subject to reasonable nondisclosure agreements. This disclosure will include the total percentage of revenue for pharmaceutical, biotechnology and medical device companies.
- 17) **Transparency:** NKF will take reasonable steps to make its actions transparent and understandable to the public, especially where lack of transparency may reasonably lead to an appearance of a conflict of interest. See #12, Statement of Relationship.
- 18) **Consistency:** Partner Relationships should be consistent with organizational policies and procedures, benefits will be consistent from program to program, partner to partner, and/or site to site.
- 19) **Annual Audit:** The NKF annually evaluates the total amount of corporate support as a percentage of total revenue, as well as, percentage of corporate support from a single corporation or industry segment to ensure appropriate balance of contributions and a diverse revenue stream to NKF.
- 20) **Compliance:** Corporate partner and NKF will be in compliance with all U.S., state and local laws and regulations as applicable.
- 21) **NKF and Field offices:** NKF headquarters and field offices (Regional offices and Affiliates) corporate relationships shall be consistent with this policy.

