



March 19, 2024

To: Karen Schneider, ALA Executive Board Member – Core Liaison

From: Wendy Tressler, Core President on behalf of the Core Leadership Team

The enclosed PDF contains the revised Core Sponsorship Guidelines that includes the added language to adhere to ALA policies. The Core Board tabled our discussion and vote until the April 18 meeting.

In addition, the following ALA Divisions have shared their sponsorship guidelines and each Division stated that ALA did not review/approve prior to the division board approving them:

- [AASL](#)
 - [Advertising and Sponsorships Guidelines](#) (first approved 10 years ago and recently updated – link and included)
- United For Libraries
 - Partnerships and Collaborations (included)
 - Sample Term Sheet for Developing Policy Guidelines on Corporate Sponsorships (included)
 - Corporate Sponsorship Policy (included)
- PLA
 - [Policy on Vendor Participation in PLA Sponsored Programs](#) (link and included)



Corporate Sponsorship Guidelines

Preamble

Core: Leadership, Infrastructure, Futures, (Core) a division of the American Library Association, a division of the American Library Association (ALA), greatly values financial support from reputable corporations to further Core's mission to cultivate and amplify the collective expertise of library workers in core functions through community building, advocacy, and learning. Financial support from corporate sponsors may allow Core to engage in mission-focused programs and activities that could not otherwise be pursued. The following guidelines have been established to ensure that all of Core's corporate sponsorship arrangements advance Core's mission and strategic goals, to serve the best interest of Core.

Definition of Corporate Sponsorship:

For the purpose of these guidelines, "corporate sponsorship" means a contribution from a business (either in cash or in-kind) that is provided as a donation to support initiatives, specific programs, activities, or events of Core.

Consistency with Core Mission and Strategic Plan

Core will not ~~affiliate partner~~ with businesses for corporate sponsorships if the business or products sold are inconsistent with ~~ALA's and/or Core's mission and strategic plan~~. ~~ALA Policy 10.1, "The Use of ALA's Name and Joint Relationships," will be consulted when vetting all potential corporate sponsorships.~~

Review and Approval

Any proposed corporate sponsorship will be vetted by the Core Office to ensure that the arrangements are consistent with ~~ALA's and~~ Core's mission and goals, and that any potential conflicts of interest are disclosed and addressed; ~~ALA policies and directives will be adhered to as part of the vetting process.~~ Each corporate sponsor must agree that the Core Office will review and approve all marketing materials prepared by the corporate sponsor bearing Core's name, logo, and/or other identifying information prior to publication or dissemination.

No Endorsement

Core does not endorse its corporate sponsors, their policies, products, or services, nor imply that Core will exert any influence to advance the corporation's interests outside the particulars of the arrangements made for the sponsored event or activity. The following language will be included in any written agreement with the corporate sponsor: "Core's name, logo and/or identifying information may not be used in a manner by the corporate sponsor that would express or imply Core's endorsement of the corporation or its products, services or policies."



Written Agreement

The terms, conditions, and purposes of the financial support will be documented by a signed agreement between the corporate sponsor and Core. The agreement will identify whether any of the payments from the sponsor are for advertising.

No Free Advertising or Return Benefit

Sponsors are making a contribution to support Core's mission and are not entitled to receive free advertising (as that term is defined by the Internal Revenue Code ("IRC") or Internal Revenue Service ("IRS") rules and regulations) or other substantial return benefits from Core. Core may, in its sole discretion, provide acknowledgments of a sponsor's contributions; however, sponsors are not entitled to such acknowledgments as a condition of their contributions.

Acknowledgment

Consistent with federal tax laws, Core may acknowledge the corporate sponsor's support for Core through a corporate sponsorship payment in program materials and activities and may include acknowledgments of the corporation's financial and other support. Such acknowledgments may identify and describe the corporation's products or product lines in neutral terms and may include the sponsor's name, logo, slogan, locations, telephone numbers, or website addresses as long as such acknowledgments do not include (a) comparative or qualitative descriptions of the company's products, services, or facilities; (b) price information or other indications of savings or value associated with the company's products or services; (c) a call to action; (d) an endorsement; or (e) an inducement to buy, sell, or use the sponsor's product or service. Any acknowledgments of corporate sponsorships will be created by, or subject to prior review and approval, by the Core office.

No Product Promotion

Sponsors are not permitted to advertise, market, or otherwise promote specific products and services in connection with their sponsorship of Core-related programs and activities, but products or services may be listed or displayed at Core's events as long as no endorsement by Core is implied.

No Contingent Payments

Core will not enter into any arrangements with corporate sponsors where the amount of payment by the corporation is contingent upon attendance at an event or any other measures of public exposure.

Special Events

Core will have complete control of the content and speakers at any sponsored activity or event. Corporate sponsors will not control the planning, content, or execution of the activity or attempt to direct or influence the content of Core's programs, except that Core may ask the sponsor for suggestions to enhance the experience for the sponsor.

Reports

Reports on Core corporate activities relating to corporate sponsors will be regularly presented to the Core Board.



Exclusivity

Whenever possible and feasible, Core shall seek funding for programs from a variety of sources. It is understood, however, that occasions may arise when support of a specific event, program, or special event from a single source is appropriate. Core will exercise special caution so that in circumstances when single support is granted, Core avoids conflicts of interest and guards against any perception of conflict of interest. Core will generally ask corporate sponsors to refrain from sponsoring other events, programs, or activities that are substantially similar to the event, programs, or activities conducted by Core.

Indemnification/Insurance

Where appropriate, Core will ensure that sponsoring organizations agree to appropriate indemnification and hold harmless provisions to protect Core and its officers, directors, employees, and agents against any liability that might arise out of the sponsoring organizations' acts or omissions with respect to a particular arrangement, including but not limited to any acts or omissions relating to the marketing, sale, dissemination, and/or use of a corporate sponsor's products. Core may also require corporate sponsors to add Core to the sponsors' liability insurance where appropriate.

Termination

Core reserves the right to terminate any corporate sponsorship if the sponsor or its representatives or agents engage in any conduct that would lead Core to reasonably determine that its continued participation in the arrangement with a particular company would adversely affect the goodwill and reputation of the Core or its members. In the event of any such termination, Core will relinquish the sponsor's contribution and return all unused funds. In such cases, corporate sponsors may not use Core's name without the written approval of Core.

Oversight

Core's Board is responsible for establishing the principles and guidelines governing Core's relationships with corporations. The Core Office is responsible for day-to-day oversight of all corporate sponsorship arrangements.

Sponsorship Guidelines adapted from ALSC- Corporate Sponsorship Guidelines
<https://www.ala.org/alsc/alsc-corporate-sponsorship-guidelines>

And United or Libraries Corporate Sponsorship Policy

Adopted: March 2024

Policy No: A-8

Subject: Advertising and Sponsorships

Number of pages: 2

Effective Date: June 27, 2015

Revision Date(s): March 16, 2023

Review Date(s):

Review Responsibility: AASL Bylaws and Organization Committee, AASL Board of Directors

Policy Statement:

AASL accepts advertising and sponsorships relevant to school librarianship, K-12 education, and/or related to the library field.

Focus:

AASL Staff, AASL Board of Directors

Purpose:

To define guidelines for advertising and sponsorships

Supportive Documentation:

Standards/Criteria:

1. All advertising must be nondiscriminatory and comply with all applicable laws and regulations.
2. The product and advertiser must be identified within the advertisement.
3. Advertisements shall not be misleading or deceptive.
4. Advertising copy containing statements or inferences that the advertiser cannot substantiate will be rejected.
5. Product comparisons using trade names will not be accepted without the statement "Substantiating data based on research is available upon reader request."
6. The word "Advertisement" will be printed at the top of any advertisements that, in the publisher's opinion, might be confused with editorial pages.

Procedure:

1. One or more of the following criteria must be met for any organization to advertise or sponsor with AASL:
 - a. School library focus
 - b. K-12 education focus

- c. Library focus
2. Advertising and sponsorships are available for AASL events or media venues (e.g., *Knowledge Quest*). Advertisers contact the AASL Deputy Executive Director for opportunities and pricing.
3. Advertisers and sponsors must follow the established advertising guidelines as stated in the AASL Sponsorship Agreement and exhibit contracts.
4. The subject matter, content, placement, and timing of all advertising and sponsorship are subject to AASL review and approval. AASL reserves the right to refuse advertising or sponsorship at any time.
5. Advertising by or promotion of non-AASL related organizations is not permitted on the AASL Website.

United for Libraries Corporate Sponsorship Policy

Preamble

United for Libraries: The Association of Library Trustees, Advocates, Friends and Foundations, a division of the American Library Association (ALA), greatly values support from reputable corporations to further the organization's mission to support those who govern, promote, advocate, and fundraise for all types of libraries. Financial support from corporate sponsors allows the organization to engage in mission-focused programs and activities that could not otherwise be pursued. The following guidelines have been established to ensure that all of United for Libraries' corporate sponsorship arrangements advance United's mission and strategic goals, serve the best interests of the organization, retain United's independence, and avoid conflicts of interest.

Definition of Corporate Sponsorship

For the purpose of these guidelines, "corporate sponsorship" means a contribution from a business (either in cash and/or in-kind) that is provided as a donation to support specific programs, services, activities, or events of United.

Consistency with United's Mission

United will not partner with businesses for corporate sponsorships if the business or products sold are inconsistent with ALA's and United's mission. ALA Policy 9.1, "The Use of ALA's Name and Joint Relationships," will be consulted when vetting all potential corporate sponsorships.

Review and Approval

Any proposed corporate sponsorship must be reviewed and approved by the Executive Director with support from the Executive Board to ensure that the arrangements are consistent with United's mission and goals, align with United's sponsorship policy, and that any potential conflicts of interest are disclosed and addressed in accordance with United's conflict of interest policy. Each corporate sponsor must agree that United's Executive Director or their designee will review and approve all marketing materials prepared by the corporate sponsor bearing United's name, logo, and/or other identifying information prior to publication or dissemination.

No Endorsement

United does not endorse its corporate sponsors, their policies, products, or services, nor imply that United will exert any influence to advance the corporation's interests outside the particulars of the arrangements made for the sponsored event or activity. The following language will be included in any written agreement with the corporate sponsor: "United's name, logo and/or identifying information may not be used in a manner by the corporate sponsor that would express or imply United's endorsement of the corporation or its products, services or policies."

Written Agreement

The terms, conditions, and purposes of the financial support will be documented by a signed agreement between the corporate sponsor and United. The agreement will identify whether any of the payments from the sponsor are for advertising.

No Free Advertising or Substantial Return Benefit

Sponsors are making a contribution to support United's mission and are not entitled to receive free advertising or other substantial return benefits from United ([as defined by the Internal Revenue Code \[IRC\] or Internal Revenue Service \[IRS\] rules and regulations](#)). United may, in its sole discretion, provide acknowledgments of a sponsor's contributions.

Acknowledgments

Consistent with federal tax laws, United may acknowledge the corporate sponsor's support for United through a corporate sponsorship payment in program materials and activities and may include acknowledgments of the corporation's financial and other support. Such acknowledgments are determined based on level of sponsorship or support, and will be created by, or subject to prior review and approval by the United Executive Director.

No Contingent Payments

United will not enter into any arrangements with corporate sponsors where the amount of payment by the corporation is contingent upon attendance at an event or any other measures of public exposure or response.

Special Events

United reserves the right to approve the content and speakers at any sponsored activity or event, and has the final say as far as content, planning, and execution of the activity. United's Executive Director or their designee will review and approve all marketing materials prepared by the corporate sponsor related to the special event bearing United's name, logo, and/or other identifying information prior to publication or dissemination.

Reports

Reports on United corporate activities relating to corporate sponsors will be regularly presented to the United Board of Directors.

Exclusivity

Whenever possible and feasible, United shall seek funding for programs from a variety of sources. It is understood, however, that occasions may arise when support of a specific event, program, or special event from a single source is appropriate. United will exercise special

caution so that in circumstances when single support is granted, United avoids conflicts of interest and guards against any perception of conflict of interest.

Indemnification/Insurance

Where appropriate, United will ensure that sponsoring organizations agree to appropriate indemnification and hold harmless provisions to protect United and its officers, directors, employees, and agents against any liability that might arise out of the sponsoring organizations' acts or omissions with respect to a particular arrangement, including but not limited to any acts or omissions relating to the marketing, sale, dissemination, and/or use of a corporate sponsor's products. United may also require corporate sponsors to add United to the sponsors' liability insurance where appropriate.

Termination

United reserves the right to terminate (at any time and at the discretion of the United Executive Director in consultation with the Executive Board) any corporate sponsorship if the sponsor or its representatives or agents engage in any conduct that would lead United to reasonably determine that its continued participation in the arrangement with a particular company would adversely affect the goodwill and reputation of the United or its members.

Oversight

United's Board of Directors is responsible for establishing the principles and guidelines governing United's relationships with corporations. The United Executive Director is responsible for day-to-day oversight of all corporate sponsorship arrangements.

Adopted by the United for Libraries Board of Directors on xxxx and adapted from the National Council of Nonprofits' "Term Sheet for Developing Policy Guidelines on Corporate Sponsorships."

Partnerships and Collaboration with United for Libraries

POLICY STATEMENT:

1. United for Libraries (United) will look for, and provide a written response in a timely manner to requests for, partnerships and collaborative projects that:
 - Match United's mission and roles in the library community, specifically related to and in support of Trustees, Friends Group, Library Foundations, and library advocates;
 - Conform to ALA policy and directives;
 - Provide a benefit to both United and the partner/sponsor through expanded services, new opportunities, increased recognition or similar benefits;
 - Contain a statement of the purpose, responsibilities and expectations of the partnership for both United and the partner/sponsor;
2. A partnership is defined as a long-term project which includes the following considerations:
 - An ongoing relationship between United and the proposed partner generally lasting for more than one year;
 - Enables United to fulfill its mission and roles in the library community in new or expanded ways;
 - May require involvement of United staff, officers and/or members to successfully carry out the project;
 - May require funding from either the partner and/or United;
 - May require significant recognition of the partnership;
 - Requires a written agreement to clearly define project costs, expectations, responsibilities, evaluation, and promotion.
3. A collaborative effort is defined as a short-term project which includes the following considerations:
 - Matches United's mission and roles in the public library community, but is not an expansion or new effort;
 - Is a one-time or limited project generally lasting one year or less;
 - Requires only limited involvement of United staff, officers, and/or members;
 - Requires no United funding, or requires only regularly approved United funding;
 - Requires limited recognition of the project through regular United mechanisms;
 - Does not require an extensive evaluation or report to the United Board or project sponsor.

Partnerships must be approved by the United Board. ALA Policy 9.1, "The Use of ALA's Name and Joint Relationships," will be consulted when vetting all potential collaborative arrangements and partnerships.

Collaborative arrangements may be approved by the United staff with notice to the United Executive Board.

Partnerships and collaborative arrangements must be in writing and on file in the United office.

The terms addressed in this Sample Term Sheet are helpful when considering what issues may arise that would be problematic in connection with corporate sponsorships. Nonprofits may wish to consider including some or all of the following paragraphs in a policy to address the relationship between the nonprofit and its corporate sponsors.

SAMPLE

Term Sheet for Developing Policy Guidelines on Corporate Sponsorships

1. **Preamble:** Consider including a preamble that sets the stage for the nonprofit's relationships with corporate sponsors and underscores the responsibility of the staff and board, applicable, to protect the nonprofit's best interests:
 - _____ (insert Name of Nonprofit) greatly values financial support from reputable corporations to further the Nonprofit's mission to (fill in) _____. Financial support from corporate sponsors may allow Nonprofit to engage in mission-focused programs and activities that could not otherwise be pursued. The following guidelines have been established to ensure that all of Nonprofit's corporate sponsorship arrangements advance Nonprofit's mission and strategic goals, serve the best interests of Nonprofit, retain Nonprofit's independence, and avoid conflicts of interest.
2. **Definition of Corporate Sponsorship:** Consider including a definition of corporate sponsorship such as:
 - For the purpose of these guidelines, "corporate sponsorship" means a contribution from a business (either in cash or in-kind) that is provided as a donation to support the programs/activities/name of special event of Nonprofit.
3. **Consistency with Nonprofit Mission:** Consider including a clause that underscores how important it is that the corporate sponsor's business not conflict with the nonprofit's mission.
 - Nonprofit will not partner with businesses for corporate sponsorships if the business or products sold, are inconsistent with Nonprofit's mission.
4. **Review and Approval:** Consider adding a clause that defines who has the authority to commit the nonprofit to a corporate sponsorship and who is responsible for reviewing whether a proposed corporate sponsorship is appropriate.
 - Any proposed corporate sponsorship must be reviewed and approved by [name of appropriate staff member, committee or full board] to ensure that the arrangements are consistent with Nonprofit's mission and goals, and that any potential conflicts of interest are disclosed and addressed in accordance with Nonprofit's conflict of interest policy. Each corporate sponsor must agree that Nonprofit (insert appropriate senior management staff title or other review body) will review and approve all marketing materials prepared by the corporate sponsor bearing Nonprofit's name, logo, and/or other identifying information prior to publication or dissemination.

5. No Endorsement: Consider including in the guidelines that a corporate sponsorship is NOT an endorsement of the business or its products or services, and also that the ‘no endorsement’ language will be included in the written agreement with the sponsor.

- Nonprofit does not endorse its corporate sponsors, their policies, products, or services, nor imply that Nonprofit will exert any influence to advance the corporation’s interests outside the particulars of the arrangements made for the sponsored event or activity. The following language will be included in any written agreement with the corporate sponsor: “Nonprofit’s name, logo and/or identifying information may not be used in a manner by the corporate sponsor that would express or imply Nonprofit’s endorsement of the corporation or its products, services or policies.”

6. Written Agreement: It is highly recommended that nonprofits put the responsibilities of the nonprofit and the corporate sponsor in writing, signed by representatives of the nonprofit and the business who have the authority to do so. Many nonprofits have policies or board resolutions providing that contracts with partners will be disclosed to the board so that any potential conflicts with business or other relationships between the board and other parties can be acknowledged and managed. The written agreement with the corporate sponsor should also describe what payments, if any, will be considered payments for advertising opportunities, as opposed to charitable contributions. In this way the written agreement with the sponsor can serve to guide the nonprofit when it is time to report revenue as either a contribution (non taxable to the nonprofit) or unrelated business income (taxable income resulting from fees for advertising.)

- The terms, conditions, and purposes of the financial support will be documented by a signed agreement between the corporate sponsor and Nonprofit. The agreement will identify whether any of the payments from the sponsor are for advertising.

7. No Free Advertising or Return Benefit: If any of the payments from the sponsor are considered by the IRS to be “free advertising” or result in a substantial benefit to the business, the nonprofit risks engaging in what the IRS regards as a “private benefit transaction.” Penalties can result. Accordingly, the guidelines adopted by a nonprofit for corporate sponsorships should spell out that sponsors are making a payment as a contribution – not to receive free advertising or some other benefit from the nonprofit, such as use of the nonprofit’s name or logo, without permission and without paying a license fee to the nonprofit for such use.

- Sponsors are making a contribution to support Nonprofit’s mission and are not entitled to receive free advertising (as that term is defined by the Internal Revenue Code (“IRC”) or Internal Revenue Service (“IRS”) rules and regulations) or other substantial return benefits from Nonprofit. Nonprofit may, in its sole discretion, provide acknowledgments of a sponsor’s contributions; however, sponsors are not entitled to such acknowledgments as a condition of their contributions.

8. Acknowledgments: Nonprofits may, and should, acknowledge corporate sponsors in a visible, meaningful way. The written agreement with the sponsor should describe the ways a nonprofit will acknowledge the sponsor which structures the relationship so that little “extras” can’t be added at the last minute by folks who are unaware of the “deal” that was originally negotiated with the sponsor. The policy guidelines adopted by a nonprofit can summarize the forms that acknowledgements can take to keep from crossing over the line into

what the IRS would consider a “substantial benefit return” or an advertisement. The terms described in the paragraph below meet those requirements.

- Consistent with federal tax laws, Nonprofit may acknowledge the corporate sponsor’s support for Nonprofit through a corporate sponsorship payment in program materials and activities and may include acknowledgments of the corporation’s financial and other support. Such acknowledgments may identify and describe the corporation’s products or product lines in neutral terms and may include the sponsor’s name, logo, slogan, locations, telephone numbers, or website addresses as long as such acknowledgments do not include (a) comparative or qualitative descriptions of the company’s products, services, or facilities; (b) price information or other indications of savings or value associated with the company’s products or services; (c) a call to action; (d) an endorsement; or (e) an inducement to buy, sell, or use the sponsor’s product or service. Any acknowledgments of corporate sponsorships will be created by, or subject to prior review and approval, by Nonprofit.

9. No Product Promotion: One of the elements that the IRS considers to be a “substantial benefit return” is when a nonprofit “endorses” a product. An endorsement by a nonprofit may result in taxable income for the charity – or in extreme cases – penalties.

- Sponsors are not permitted to advertise, market, or otherwise promote specific products and services in connection with their sponsorship of Nonprofit-related programs and activities, but products or services may be listed or displayed at Nonprofit’s events as long as no endorsement by Nonprofit is implied.

10. No Contingent Payments: Giving a nonprofit a contribution contingent upon the numbers of people attending an event is NOT appropriate. Sponsors should provide their support for an event no matter how many people attend.

- Nonprofit will not enter into any arrangements with corporate sponsors where the amount of payment by the corporation is contingent upon attendance at an event or any other measures of public exposure.

11. Special Events: Nonprofits need to be in the drivers seat to design programs and special events that meet their needs – not primarily their sponsor’s needs. The nonprofit should maintain control of the program, choice of venue and content of special events.

- Nonprofit will have complete control of the content and speakers at any sponsored activity or event. Corporate sponsors will not control the planning, content, or execution of the activity or attempt to direct or influence the content of Nonprofit programs, except that Nonprofit may ask the sponsor for suggestions to enhance the experience for the sponsor.

12. Reports. It is a good idea for staff or volunteers to report to the board about the progress and results of sponsorships so that improvements can be made if needed. Requiring periodic reports in guidelines on corporate sponsorships is a way to ensure that there is a record of, and appropriate shared communications about corporate sponsorships among board and staff. If a consultant is used to help facilitate a corporate sponsorship, then reports from the consultant should be expected.

- Reports on Nonprofit corporate activities relating to corporate sponsors will be regularly presented to the [insert appropriate committee or the full board].

13. Exclusivity. Having an exclusive relationship as a corporate sponsor is considered to be such a boon to the corporate sponsor that it will be a “substantial return benefit” under IRS regulations, resulting in taxable income to the nonprofit – IF the nonprofit EXCLUDED other sponsors that compete with the chosen exclusive sponsor. If only one sponsor is selected, but others COULD have been added if an appropriate one appeared, then the relationship does not trigger a “substantial benefit return” or taxable income. However, if the nonprofit affirmatively promises not to allow any of the sponsor’s competitors to also be a sponsor, or turns any away in order to preserve the exclusivity, then a substantial return benefit is triggered. On the flip side, a nonprofit may ask that a corporate sponsor refrain from sponsoring a similar event across town that is very similar to its own event. The nonprofit’s guidelines on corporate sponsorships can address these issues as follows:

- Whenever possible and feasible, Nonprofit shall seek funding for programs from a variety of sources. It is understood, however, that occasions may arise when support of a specific event, program, or special event from a single source is appropriate. Nonprofit will exercise special caution so that in circumstances when single support is granted, Nonprofit avoids conflicts of interest and guards against any perception of conflict of interest. Nonprofit will generally ask corporate sponsors to refrain from sponsoring other events, programs, or activities that are substantially similar to the event, programs, or activity conducted by Nonprofit.

14. Indemnification/Insurance. At special events it is always a good idea to know whose insurance will pay the bill if there is an accident or damage. Generally the corporate sponsor will expect that the nonprofit’s insurance will cover these events, but it may be appropriate for the nonprofit to ask the sponsor to agree to hold the nonprofit’s agents harmless from claims arising from the corporate sponsor’s actions. Nonprofits need to be cautious about offering to cover businesses with their insurance, and offering to hold businesses harmless. It is a good idea to seek guidance from the nonprofit’s insurance professional for any special event or program, or whenever a business partner or corporate sponsor asks about or expects the nonprofit’s insurance to extend coverage.

- Where appropriate, Nonprofit will ensure that sponsoring organizations agree to appropriate indemnification and hold harmless provisions to protect Nonprofit and its officers, directors, employees, and agents against any liability that might arise out of the sponsoring organizations’ acts or omissions with respect to a particular arrangement, including but not limited to any acts or omissions relating to the marketing, sale, dissemination, and/or use of a corporate sponsor’s products. Nonprofit may also require corporate sponsors to add the Nonprofit to the sponsors’ liability insurance where appropriate.

15. Termination. If a worse case scenario occurs, such as if the corporate sponsor is indicted for fraud, the nonprofit needs to have the flexibility to wiggle out of the relationship. Being good risk managers, prudent nonprofits will think about the possibility of ending the relationship up front, and address this possibility in their guidelines about partnering with businesses:

- Nonprofit reserves the right to terminate any corporate sponsorship if the sponsor or its representatives or agents engage in any conduct that would lead Nonprofit to reasonably determine that its continued participation in the arrangement with a particular company would adversely affect the goodwill and reputation of the Nonprofit or its (clients) (volunteers) (affiliates). In the event of any such termination, Nonprofit will relinquish the sponsor’s contribution and return all unused funds. In such cases, corporate sponsors may not use Nonprofit’s name without the written approval of Nonprofit.

16. Oversight. As with any partnerships, there are risks and rewards. Either the full board or an authorized designee should be responsible for establishing the principles that will guide the relationships and providing oversight for the outcomes. Nonprofits entering into corporate sponsorships should designate one person or a small team as the primary liaison with the corporate sponsor and to provide oversight and accountability for the relationship and the outcomes.

- Nonprofit's [insert here appropriate staff member's title or oversight body: e.g., Board of Director/Executive Committee] is responsible for establishing the principles and guidelines governing Nonprofit's relationships with corporations. The Nonprofit (insert appropriate title) is responsible for day-to-day oversight of all corporate sponsorship arrangements.

Acknowledgement: This document is provided for educational purposes only and does not constitute legal advice. The National Council of Nonprofits wishes to acknowledge the law firm Powers, Pyles, Sutter Verville, in Washington, D.C. for providing guidance for the development of this document.

Policy on Vendor Participation in PLA-sponsored Programs

Speakers/Panelists

PLA unit program planners may ask vendors to serve as speakers and/or panelists in PLA programs under the following conditions:

1. The vendors have information to give to the program participants that is not available to nonvendor.
2. The vendors are aware that they can discuss their products generally, but not sell their products during the program as an opportunity for sales talk.
3. The program planner is fair and impartial when selecting vendor participants and makes a reasonable effort to involve representatives from a variety of companies.

Display/Exhibits

Some PLA program planners wish to arrange for special product displays or exhibits in PLA Annual Conference programs. Such displays or exhibits can be requested under the following conditions:

1. The program planner submits a written request to have a display/exhibit arranged in the program on a proposal form to the appropriate committee (Annual Conference: Conference Planning Committee; National Conference: Coordinating Committee; Spring Conference: Program Committee; Spring Conference: Office). The request should include:
 1. The reason for the exhibit/display.
 2. A list of vendors to be invited to participate in the exhibit or display, including all appropriate vendors for the most recent ALA exhibitors lists and the exhibitors lists, as well as any other vendors identified by the program planner.
2. The program planner cannot invite vendors to participate in the display/exhibit until permission has been given by the appropriate committee and the PLA Board of Directors.
3. When permission has been received, the program planner will be responsible for making all arrangements with the participating vendors. However, copies of all correspondence between the program planner and vendors must be approved by PLA staff before being sent.

Sponsors

PLA has a limited amount of money available for programming. Occasionally a program planner decides to go outside of PLA to arrange for vendor sponsorship for a program. The following procedures apply:

1. The program planner submits a written plan for raising the needed money along with the proposal form to the appropriate committee (Annual Conference: Conference Program Coordinating Committee; National Conference: Program Committee; Spring Symposium: PLA Office). The request should include:
 1. An itemized budget.
 2. The proposed vendor(s) from whom the money will be requested and the reason those vendors were selected.
2. The program planner cannot invite vendors to donate money for the program until formal approval has been given by the appropriate committee and the PLA Board of Directors.
3. When permission has been received, PLA staff will work with the program planner to determine who will be responsible for making all arrangements with the participating vendors. All such requests will be referred to the PLA Partners Committee for review.

Vendor-initiated programs

1. Vendors who wish to initiate planning a program in conjunction with PLA, or a unit of PLA, should be members of ALA and PLA. To initiate planning, vendors should contact the PLA office. Such programming should conform to the policies detailed above.

Definition

1. A vendor, under this policy, is any person or company selling goods or services to libraries.

Adopted by the PLA Board of Directors, June, 1991.