

INTERNATIONAL LACTATION CONSULTANT ASSOCIATION (ILCA) ADVERTISING POLICY

ILCA's Advertising Policy applies to all media produced by ILCA and to all advertising in any ILCA media, whether provided after financial barter or in-kind consideration. Advertisers must comply with this Advertising Policy.

Examples of ILCA media include the following: the Journal of Human Lactation (JHL), ILCA eGlobe, ILCA website, websites conducting business on behalf of ILCA, social and other electronic media used by ILCA, the ILCA member list, publications produced by ILCA, and materials for any ILCA educational activity (including conferences).

General Advertising Policies

Advertising involving any ILCA media must be consistent with this Policy and with ILCA's Vision and Mission Statements (implemented through the ILCA Strategic Plan), ILCA's By-laws, and the *International Code of Marketing of Breast-milk Substitutes* and all subsequent relevant WHA resolutions.

A. ILCA's Vision and Mission Statements, and Strategic Plan

1. Vision: World health transformed through breastfeeding and skilled lactation care.
2. Mission: To advance the International Board Certified Lactation Consultant (IBCLC) profession worldwide through leadership, advocacy, professional development, and research.
3. ILCA's Strategic Plan contains six goals designed to fulfill the Vision and Mission:

Goal One: Build a global network of affiliates and individual members

Goal Two: Provide access to multi-lingual opportunities for education and professional development

Goal Three: Collaborate with decision-makers on global, national and local policies

Goal Four: Foster evidence-based lactation practice

Goal Five: Achieve financial stability

Goal Six: Ensure organizational excellence

4. ILCA does not invest in, nor accept funding, donations, advertising, or sponsorship from entities whose goals and marketing are inappropriate, contrary to, or inconsistent with ILCA's Vision, Mission and Strategic Plan.

B. ILCA By-laws

1. All ILCA advertising must be consistent with ILCA By-Laws, specifically 2.2.1 and 2.2.2.
 - a. Bylaw 2.2.1. "As an organization, ILCA and its affiliates will not endorse any literature or products, or accept direct funding from industries producing or marketing products that do not comply with the *International Code of Marketing of Breast-milk Substitutes* and subsequent WHA resolutions."
 - b. Bylaw 2.2.2. "Directors of ILCA, its staff and its affiliates will not accept funding from interests producing or marketing products that do not comply with the *International Code of Marketing of Breast-milk Substitutes* and subsequent WHA resolutions."

C. *The International Code of Marketing of Breast-milk Substitutes* and all subsequent relevant WHA resolutions

1. All ILCA media must be in compliance with the *International Code of Marketing of Breast-milk Substitutes* and all subsequent relevant WHA resolutions.
2. ILCA does not invest in, nor accept funding, donations, advertising, or sponsorship from corporate entities that do not meet their obligations under the *International Code of Marketing of Breast-milk Substitutes* and all subsequent relevant WHA resolutions. "Corporate entities" includes all subsidiaries and parent companies of marketers that are not meeting their

obligations under the *International Code of Marketing of Breast-milk Substitutes* and all subsequent relevant WHA resolutions.

- a. ILCA does not police marketing in the global marketplace. ILCA does not monitor global changes in corporate ownership. ILCA does not determine if an entity is, or is not, compliant with the *International Code of Marketing of Breast-milk Substitutes* and all subsequent relevant WHA resolutions.
- b. ILCA may seek advice or an opinion letter from an independent expert on matters of interpretation of the *International Code of Marketing of Breast-milk Substitutes* (such as the International Baby Food Action Network [IBFAN] or the National Alliance for Breastfeeding Advocacy [NABA]).
- c. ILCA may request information from potential advertisers on their compliance status with objectives of the *International Code of Marketing of Breast-milk Substitutes* and all subsequent relevant WHA resolutions.
- d. Advertising contracts negotiated prior to determination of noncompliance with the *International Code of Marketing of Breast-milk Substitutes* may be honored within a reasonable period of time, not to exceed one year.
- e. Advertising contracts must include a cancellation clause based on noncompliance with the *International Code of Marketing of Breast-milk Substitutes* and all subsequent relevant WHA resolutions.

D. Non-Endorsement Policy

1. Advertising involving any ILCA media does not imply endorsement by ILCA of any program, product, or service.
2. Statements will be broadly published (e.g., in each issue of the JHL, on each page of the ILCA website, in conference media) declaring that acceptance and publication of advertisements does not reflect endorsement by ILCA.

3. No current or former Director of ILCA may use her/his office with ILCA to endorse any literature or product, but is free to do so as a private individual.
- E. Any Advertiser accepted by ILCA must confirm (by print or electronic means) that
1. it has obtained and will maintain adequate product liability insurance coverage relative to all products advertised,
 2. it is authorized to publish the entire contents of the advertisement,
 3. it has carefully reviewed the contents of the advertisement,
 4. the advertisement is truthful and not misleading,
 5. the advertisement does not infringe upon any intellectual property law right held by a third party.
- F. ILCA reserves the right to decline or prohibit any advertisement which in its judgment is inappropriate, contrary to, or inconsistent with its purposes or this policy. This reservation is all-inclusive as to persons, things, written matter, products, and conduct.
- G. In consideration of ILCA's acceptance of any advertisement, the agency and/or advertiser shall agree to indemnify and hold ILCA harmless, without limitation, from any loss or expense resulting from claims arising from the contents or subject matter of such advertisement.
- H. Use of ILCA Member List
1. ILCA's membership list can be rented for a one-time distribution of promotional, educational, or research-related literature that complies with the ILCA Advertising Policy, if the purpose may serve the membership's interests and does not conflict with ILCA's By-laws or policies. This can include:
 - a. Promotion of lactation-related educational offerings

- b. Promotion of lactation-related products or services deemed by the Board of Directors to be of interest or use to ILCA members and their clients
 - c. Research that will benefit the lactation consulting profession and practice
2. The membership list includes ILCA members who have agreed to receive materials from third parties, and will be provided only to those who comply with ILCA's Advertising Policy.
3. Those who wish to use the ILCA membership list must provide copies of all materials that will be disseminated, and must disclose any and all affiliations prior to approval. Mailing labels are available for one-time use only. Electronic distribution will also occur one time only. Failure to comply with this requirement will result in automatic rejection of future requests.
4. Those who use the ILCA membership list may not copy or retain the names or other contact information contained on the list.

Conference Advertising Policies

- A. ILCA's annual conference or any other conference offerings may include use of advertisements and exhibit hall displays provided that materials are consistent with this Advertising Policy. ILCA's conference-related advertising applies to all promotional activities and materials produced by any person or entity in connection with any ILCA conference or workshop. This includes exhibits, displays, program inserts, program advertising, conference packets or samples, and commercial mailings.
- B. ILCA will endeavor to assist potential advertisers to comply with its Advertising Policy. This includes educational information about ILCA's Vision, Mission, Strategic Plan, and the *International Code of Marketing of Breast-milk Substitutes* and all subsequent relevant WHA resolutions.
- C. The decision to contract with an exhibitor rests with the ILCA Board of Directors and Executive Director, after consideration of all factors designed to promote this policy and to protect ILCA's interests.

- D. All exhibit hall displays will be reviewed for violations of ILCA's Advertising Policy prior to the opening of the hall. Time will be allotted for exhibitors to make necessary corrections. Exhibitors must have their exhibit completed by the time specified, and exhibits must be staffed during the time designated for review.
- E. Concerns about compliance with the ILCA Advertising Policy at the conference site should immediately be brought to the attention of the ILCA Executive Director or the ILCA Director of Conferences.
- F. The Exhibitor Prospectus provided to potential exhibitors will include the following:
 - 1. An explanation that any advertising at any ILCA conference or workshop must comply with the ILCA Advertising Policy
 - 2. A copy of the ILCA Advertising Policy
 - 3. A summary of ILCA's Vision, Mission and Strategic Plan, and the *International Code of Marketing of Breast-milk Substitutes* and all subsequent relevant WHA resolutions
- G. All contracts with exhibitors, vendors, advertisers and sponsors will include the full text of ILCA's Advertising Policy.
- H. If an index to exhibitors, vendors, advertisers and sponsors is included in written materials, each will be listed alphabetically by company name.
- I. All exhibitors, vendors and advertisers will be provided an equal opportunity during the conference to sponsor approved events and to make donations in accordance with ILCA policies.
- J. Sponsorships will be acknowledged as described in the sponsorship agreement for the current year.
- K. If an exhibitor, vendor, advertiser or sponsor violates ILCA's Advertising Policy, the violator may be asked to comply with any or all of the following:
 - 1. Remove or correct the products or media in violation of the ILCA Advertising Policy
 - 2. Immediately close the exhibit

3. Remain responsible for all unpaid fees, costs, and expenses incurred in connection with its ILCA-related promotional activity
4. Forfeit all claims to fees paid to any party in connection with its promotional activities