

**NEBRASKA STATE BAR ASSOCIATION  
HOUSE OF DELEGATES  
POLICY STATEMENT  
CONCERNING ENDORSEMENTS**

**BACKGROUND STATEMENT**

The House of Delegates realizes that there is both value and responsibility that must be acknowledged and exercised when the endorsement of the NEBRASKA STATE BAR ASSOCIATION (“Association”) is granted to a specific product, service or entity. The endorsement of the Association should serve as assurance to the members of the Association that the endorsed product, service or entity has been subjected to a thorough examination, appropriate to the nature of the endorsement, by the Association. Furthermore, such endorsement should reflect that the endorsed product, service or entity is worthy of patronage by the members of the Association. An endorsement by the Association is solely within the discretion of the Association. The Association has no obligation to endorse any product, service or company. Before granting an endorsement, the Association should make reasonable efforts to evaluate by established criteria, appropriate to the scope of the endorsement being requested, the product, service or entity, including considering alternative products, services or entities. The granting of any endorsement by the Association should be based on such established criteria, rather than solely on the opportunity for financial gain by the Association.

**SCOPE OF POLICY**

An endorsement is any form of recommendation or arrangement whereby a person or entity may represent, or it is implied, that the Association has approved or recommended the product, service or entity to its members in any manner. This policy statement applies to any arrangement whereby the name, logo or goodwill of the Association is sought to be used, for any reasons, by person or entity requesting the endorsement. Such arrangements include, but are not limited to, the use of mailing lists, advertisements in the Association publications, inserts for any mailing made to the members, the sponsoring of events and seminars and the sale or promotion of specific products, services or entities. Generally, the Association will allow the opportunity through open announcement or request for proposals to alternative providers of products and/or services before making its endorsement decision. The terms and conditions of this policy statement concerning endorsements are as follows:

**SECTION 1. PROCEDURE FOR REQUESTING AN ENDORSEMENT**

The Associate Executive Director shall be responsible for coordinating any request for an endorsement. The Associate Executive Director shall initially review any request for an endorsement and then shall submit the request to the Membership Services Committee for its review and recommendation. The Membership Services Committee shall be responsible for reviewing the endorsement request for compliance with this policy statement, for establishing appropriate criteria and procedures to be used to approve any request for an endorsement and for undertaking any necessary or appropriate due diligence with respect to the request for an endorsement. Upon completion of its review, the Membership Services Committee shall submit its recommendation to the Executive Council for final approval of the endorsement by the Association. The Executive Director, with the approval of the Executive Council, may establish procedures allowing the staff of the Association to handle certain requests for endorsements which do not generally involve significant issues (e.g. routine requests for use of mailing lists).

## **SECTION 2. REQUIREMENTS FOR AN ENDORSEMENT**

In order to request an endorsement from the Association, the person or entity requesting the endorsement must assure the Association, to its satisfaction, that, to the extent appropriate to the type of endorsement requested:

- a. The product, service or entity to be endorsed will be advertised or marketed in an honest and accurate manner.
- b. The quality and value of the product, service or entity to be endorsed is equal to, or greater than, the value of similar products, services or entities.
- c. The financial responsibility of the person or entity requesting an endorsement is reasonably satisfactory.
- d. The person or entity requesting an endorsement has provided full access to all information concerning the product, service or entity in order to allow the Association to exercise appropriate due diligence review of the product, service or entity. Such due diligence is designed to ascertain the pertinent facts which can confirm the quality of the product, service or entity.

## **SECTION 3. CONDITIONS FOR AN ENDORSEMENT**

Any endorsement by the Association, in any form, must be in writing. The type of the written agreement should be appropriate to the kind of endorsement being requested. The Association shall develop, with the approval of the Executive Council, certain standard endorsement agreements which should serve as the model for any specific endorsement. With respect to significant requests for an endorsement, the Association shall negotiate a specific agreement for such endorsement. Any such individually negotiated agreement must be approved by the Executive Council, in its sole discretion. Such individually negotiated agreement should contain such terms and conditions pertinent to the proposed endorsement and should contain, at a minimum, the following terms (unless clearly not appropriate for such endorsement):

- a. The right to withdraw or cancel the endorsement if the requirements of this policy statement are not being complied with by the person or entity receiving the endorsement. Such right should provide the person or entity receiving the endorsement sufficient notice and allowance for correction of any deficiency unless the noncompliance relates to false or misleading advertising or marketing.
- b. The right to approve in advance all materials which will bear the name or logo of the Association and to impose reasonable limitations on any direct mailing to the members of the Association.
- c. A limitation on the right of the person or entity receiving the endorsement from using such endorsement other than marketing to the members of the Association without the prior consent of the Association.
- d. The requirement for the person or entity receiving the endorsement to monitor, in an appropriate manner, the satisfaction level of the members of the Association who are using, or have used, the endorsed product, service or entity.

- e. The right to contact any user of the endorsed product, service or entity to verify satisfaction and other aspects of compliance with the terms of the endorsement by the Association.
- e. The Association's right of ownership of the customer list derived from the endorsement.
- g. Access to customer lists, marketing material or other data necessary for the evaluation of the performance of the person or entity receiving the endorsement. Such right shall be consistent with any confidentiality of proprietary information of the person or entity receiving the endorsement.
- h. Indemnification against all liabilities arising from, or related to, the endorsed product, service or entity.
- i. Arbitration of disputes which may arise from any allegations of breach of the terms of the endorsement.
- j. The right to require the person or entity receiving the endorsement to advertise in an Association publication or to sponsor another activity or event of the Association.
- k. The right to renew or terminate the endorsement after a specific period of time, which should generally be no longer than 2 years.

The actual terms of any agreement must be negotiated prior to the approval of the endorsement. Such agreement should contain the provisions which are necessary to protect the interest of the Association as reflected in this policy statement.

#### **SECTION 4. LIMITATION ON USE OF NAME AND LOGO**

To the extent appropriate, the person or entity receiving the endorsement under this policy statement shall be entitled to use the "official" letterhead and logo of the Association in any direct written communication to the members of the Association, any printed advertisements and marketing material and on any external cover materials. The use of the letterhead and logo of the Association shall be subject to any limitations contained in the written agreement with such person or entity. Furthermore, the person or entity receiving the endorsement shall be subject to the following terms and conditions with respect to such use:

- a. The name and/or logo of the person or entity receiving the endorsement shall be displayed on the material in an equal size and/or more prominent position than the name and/or logo of the Association.
- b. With respect to any external cover materials, they shall clearly state that the contents are marketing materials.
- c. The words "endorsed product or service information enclosed" or "important Association endorsement material", etc. must be used to identify clearly the nature of the material.

- d. Without prior written consent of the Association, the name and/or logo of the Association may not be used for purposes other than marketing to the members of the Association.

#### **SECTION 5. USE OF ENDORSEMENT STATEMENTS**

Any statements which proclaim the merits of an endorsed product, service or entity must be truthful and honest. Examples of statements which may be used by a person or entity receiving an endorsement include, but are not limited, to:

- a. Statements that indicate exclusive recommendations, such as: *“The only [product, service or entity] endorsed and recommended by the Association”*.
- b. Statements that indicate the criteria used to evaluate the endorsed product, service or entity such as: *“The [product, service or entity] meets the Association’s expectation for quality”*.
- c. Statements that indicate the value of the endorsement, such as: *“This [product,*

#### **SECTION 6. COMPENSATION FOR AN ENDORSEMENT**

Since the name, logo and goodwill of the Association are valuable assets of the Association, it is expected that the Association shall be compensated for its endorsement of any commercial product, service or entity. The Executive Council may establish, from time to time, appropriate fee schedules for routine endorsements (i.e., use of mailing lists). With respect to any significant endorsement, the appropriate royalty or endorsement fee shall be negotiated with the person or entity receiving the endorsement based on the value to be received by such person or entity from the endorsement of the Association. The Executive Council must approve any compensation arrangement, provided that the Executive Council may delegate such approval to the Membership Services Committee or the Executive Director.

The Association shall not expect compensation for the endorsement of any product, service or entity that is operated or which conducts business for the principal purpose of enhancing the rights and quality of life of citizens in the Nebraska area, provided that such entity is operated as a nonprofit corporation or foundation or otherwise as a philanthropic entity.

#### **ADOPTION**

This Policy Statement Concerning Endorsements has been adopted by the House of Delegates of the Nebraska State Bar Association on October 14, 1998. The Executive Council shall periodically review this policy statement. This policy statement, as amended from time to time, by the Executive Council shall remain the established policy of the Association regarding any endorsements until subsequently repealed by the Executive Council.