

## Emergency Nurses Association Policy and Procedure

<b>POLICY NAME</b>	<b>ENA ADVERTISING</b>
<b>DATE OF ORIGIN</b>	October 2002
<b>PURPOSE</b>	For use with the following ENA Publications: <ul style="list-style-type: none"><li>▪ ENA <i>Connection</i> newsletter</li><li>▪ ENA Scientific Assembly and Leadership Challenge On-site Programs</li><li>▪ Sponsor-developed promotional materials for educational offerings</li><li>▪ ENA Daily Paper (at ENA Scientific Assembly)</li></ul>

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- 1.0 POLICY**
- 1.1 All advertising is subject to approval by ENA. Publisher reserves the right to refuse any advertising at any time.
- 2.0 STANDARDS/CRITERIA**
- 2.1 Recruitment Advertisements  
All recruitment advertising must be nondiscriminatory and comply with all applicable laws and regulations.
- 2.2 Products  
Products, programs, and services must be germane to emergency nursing or related to the health care industry.
- Advertising for a new product will not be considered by ENA until a license has been obtained from the USDA (United States Department of Agriculture) for biological products, or an FDA (Food and Drug Administration) New Drug Application has become effective. Advertisements must comply with FDA regulations regarding advertising and promotion and conform to labeling that has been cleared by the FDA.
- The product and advertiser must be identified within the advertisement. For drugs, the full generic or chemical name of the principal active ingredients must be shown in 6 pt. or larger type.
- Advertisements shall not be misleading or deceptive. Advertising copy containing statements or inferences that the advertiser cannot substantiate will be rejected.
- Product comparisons using trade names will not be accepted without the statement, "Substantiating data based on research is available upon reader request."
- Quotations or excerpts from a published paper submitted as a statement of evaluation of the product cannot be

used by the advertiser or the agency without permission of the author and the publication. Evidence of permissions must accompany copy.

The word "Advertisement" will be printed at the top of any advertisements that, in the Publisher's opinion, might be confused with editorial pages.

### 2.3 Placement of Advertising

Placement of advertising adjacent to editorial content on the same topic is prohibited.

Commercial advertising is not acceptable within the first four (4) pages of *ENA Connection*, including cover 2.

Requested positions are not guaranteed unless stated as a paid position and accepted by the Publisher.

### 2.4 Publisher's Liability

Publisher shall not be liable for any failure to print, publish, or circulate all or any portion of any issue in which an advertisement accepted by Publisher is contained if such failure is due to natural disasters, strikes, war, accidents, acts of terrorism, or other circumstances beyond Publisher's control.

### 2.5 Indemnification of Publisher

In consideration of publication of an advertisement, the advertiser and the agency, jointly and separately, will indemnify, defend, and hold harmless the publication, its officers, agents, and employees against expenses (including legal fees) and losses resulting from the publication of the contents of the advertisement, including without limitation, claims or suits for libel, violation, or right of privacy, copyright infringements, or plagiarism.

### 2.6 Advertiser's Liability

Advertisers and advertising agencies assume liability for all content of advertisements printed, and also assume responsibility for any resulting claims made against the Publisher.

### 2.7 Cancellations and Changes

Cancellations are not accepted and copy corrections not guaranteed after the closing date(s). On contract or schedule insertions, previous copy will be repeated if changes are not received by the closing date(s).

### 2.8 Disposition of Materials

Materials provided will be destroyed by the Publisher if disposition instructions are not provided within one year from the date of last insertion.

### 2.9 Payment

Advertisers and advertising agencies are jointly and

severally responsible for payment of all insertions. Advertisers will receive two tearsheets of their ad with the invoice. Billing to the advertising agency is based on acceptance by the advertiser of "dual responsibility" for payment if the agency does not remit within 90 days. The Publisher will not be bound by any conditions – printed or otherwise – appearing on any insertion order or contract when they conflict with the terms and agreements stated in the ENA Advertising Policy.

#### 2.10 Rate Card

Advertiser agrees to comply with the Mechanical Specifications and Dimensions requirements, the Deadlines, the Rates, and all other requirements outlined in the Rate Card for the publication in which Advertiser is placing advertisement(s). An agency discount of 15 percent will be given to recognized agencies on space, color, and position charges. Any production and/or mechanical charges are not commissionable.