EFORT

Maximizing Education in Europe and Beyond

1 Purpose

1.1 EFORT is the leader for unbiased science with regards to the continuous medical education and continuous professional development of health care professionals in the fields of orthopaedics and traumatology. EFORT believes that partnership with the business community and other third party commercial providers can have a beneficial impact on European and ultimately global health promotion with respect to reducing the burden of illness and complications arising from orthopaedic and trauma related incidents. It also recognizes the significant resources that the private sector and others can bring to EFORT to support achievements of the EFORT mission and thus contribute towards the welfare of the European orthopaedic and traumatology community.

1.2 The aim of this policy document (hereinafter "Sponsorship and Collaboration Policy") is to ensure maximum potential benefits to EFORT, its member organizations that make up the federation and the public while minimising potential conflicts of interests and risks associated with entering into relationships with the private sector and other partners by providing guidelines to be followed by EFORT when considering and entering into sponsorship or collaboration arrangements.

2 Definitions

2.1 All capitalized terms not defined in this Sponsorship and Collaboration Policy shall have the meaning as ascribed to them in either the Statutes or the Organisational Regulations of EFORT.

2.2 EFORT may enter into mutually beneficial agreements with EFORT member organizations, corporations, organizations, foundations and other appropriate third parties as well as individuals who wish to support EFORT’s fight against the burden of Musculoskeletal Disorders (hereinafter "MSDs") by sponsoring EFORT activities, projects, conferences, publications, courses, and meetings in their entirety or in part. Such sponsors are referred to hereinafter as "Sponsors".

2.3 Sponsorship or collaboration is the provision of funds, goods or services for EFORT activities or projects in the likely exchange for Sponsor(s) visibility and recognition or similar (hereinafter "Sponsorship"). Such Sponsorship may take the form of financial or in-kind contributions or services.

2.4 A sponsorship agreement (or equally a grant or collaboration agreement) is a document outlining the agreed terms for a Sponsorship (hereinafter "Sponsorship Agreement"). EFORT may enter into such Sponsorship Agreements with a single or multiple sponsoring entities.
3 Criteria

In order to safeguard EFORT’s integrity and status as an independent, non-governmental, non-political, non-sectarian organization, the following Sponsorship criteria apply:

3.1 Each project or activity to be sponsored has to be consistent with EFORT’s mission and strategic plan.
3.2 EFORT is only associated with Sponsor(s) that generate positive impact for EFORT and not result in EFORT and its activities becoming dependant on any single Sponsor. Sponsor maintenance and servicing is in all cases reasonably proportionate to the support received.
3.3 EFORT does not accept funds from corporations or other entities whose public positioning promotes non-healthy behaviour or irresponsible actions that could lead to increased risks of MSDs or any organization involved in illegal activities. In particular, Sponsorships are not accepted from entities that are known to have activities relating to anti-health sectors such as armaments, tobacco or alcohol, their consumption or promotion. These exclusion criteria also apply to the activities of the affiliates of the corporations or other entities seeking to enter into a Sponsorship Agreement with EFORT.
3.4 Whenever EFORT is supported in its endeavours by a Sponsor, this is made transparent to the beneficiaries of the respective project or activity. In addition, EFORT will disclose all relevant affiliations of EFORT board members and appointed volunteers.
3.5 Every decision to enter into a Sponsorship Agreement is evaluated individually, so as to serve the best interest of EFORT, its members and the orthopaedic and traumatology community.

4 Recognition of Sponsors

Recognition of Sponsors by EFORT is appropriate and proportional to the level of support received. Specific recognition may include for example the following:

- Acknowledgement in project specific promotional material/information/newsletters, printed and online on the EFORT website and communication platforms;
- Acknowledgement via EFORT’s annual reports, website and other EFORT communication channels;
- Acknowledgement in the foreword or accompanying flyer of sponsored publications;
- Acknowledgement in programmes of sponsored conferences, courses, workshops or meetings;
- Recognition during selected sponsored events;
- Possibility to communicate the EFORT Sponsorship through the Sponsor’s communication channels;
o Inclusion of Sponsor(s) name(s) in product or activity titles or parts thereof, such as fellowships.

5 Use of Logos

EFORT retains at all times all rights and the sole discretion as to the use of its name and logo. Any use of EFORT’s name and logo granted is specific and related to the duration and/or purpose agreed upon. The complete logo guidelines are available upon request.

6 Donations

6.1 Donations may be received in the form of financial support, goods or services without restriction to its use and without the expectation of any or at best with the expectation of limited direct exposure or benefit to the donor (hereinafter “Donations”).

6.2 No written contract is required for Donations though there may be an agreement on the terms of acknowledgement. Notwithstanding the foregoing, Donations by members of the European Diagnostic Manufacturers’ Association or members of MedTech Europe will only be accepted if a written agreement has been entered into between such member and EFORT.

6.3 EFORT does not accept Donations from corporations or other entities whose public positioning promotes non-healthy behaviour or irresponsible actions that could lead to increased risks of MSDs or any organization involved in illegal activities. In particular, Donations are not accepted from entities that are known to have activities relating to anti-health sectors such as armaments, tobacco or alcohol, their consumption or promotion. These exclusion criteria also apply to the activities of the affiliates of the corporations or other entities seeking to make Donations to EFORT.

6.4 The use of the association with EFORT for any donor publicity purposes (including the use of the EFORT logo) requires prior written approval from EFORT.

7 Endorsements

7.1 An endorsement means the EFORT name or logo is closely associated with a company’s or organization’s name, activity, product or service, indicating approval by EFORT of the associated entity, activity, product or service (hereinafter “Endorsement”). Such Endorsements are restricted to exceptional cases where there is a clear health benefit for the orthopaedic and traumatology community. Accordingly, an engagement of EFORT with Sponsor(s) generally cannot result in any
tacit or explicit Endorsement by EFORT of any of the Sponsor's activities, products or services. EFORT only agrees to such Endorsement under aforementioned exceptional circumstances.

7.2 All agreements for Endorsements detail the benefits to EFORT and any obligation entered into by or expected of EFORT in return, including full details of the use of EFORT’s name and logo. Any such agreement is limited to a predefined time frame.

7.3 In general, EFORT will not endorse products or brands owned by commercial organizations. In cases where EFORT may consider allowing its logo to be associated with a product, service or activity, the decision taken by EFORT will be based on the public health benefit.

8 Decision Making and Monitoring

8.1 Final responsibility for engaging with Sponsor(s), concluding Sponsorship Agreements or accepting Donations ultimately rests with the Chief Executive Officer as head of the Head Office (hereinafter "CEO"). The CEO will consult with the President and Secretary General of the EFORT Board as legal representatives of the EFORT Federation and/or the EFORT Sponsorship Review Group (ESRG).

8.2 Each Sponsorship and donation opportunity is assessed and approved on a case by case basis. The CEO acts in the best interests of the orthopaedic and traumatology community after having considered all the advantages and disadvantages of the potential risks and benefits.

8.3 All Sponsorship Agreements are at least signed by the CEO.

8.4 Managing the implementation, financial aspects and monitoring of Sponsorship Agreements is the CEO’s responsibility in connection with the assigned staff and in accordance with the internal procedures of EFORT.

8.5 Endorsements by EFORT are approved jointly by the President, the Secretary General of the EFORT Board and the CEO and reported to the EFORT Board.

8.6 The Finance Committee (a standing committee) will review at least annually all Sponsorships and Endorsements which are in force as well as any Donations received on behalf of the EFORT Board.