

Director Procedure Number: DH113  
Title: Commercial Advertising  
Section: Property

## **Commercial Advertising**

### **Definitions**

Commercial advertising – Promotion of products, services and other promotional opportunities.

Sponsorship – Any payment of money or other economic benefit to EASTERN in exchange for recognition.

Sponsorship Agreement – An agreement between EASTERN and a private entity to provide private financial support for EASTERN programs and activities in exchange for advertising, signage, announcements and other promotional opportunities at EASTERN activities.

### **Responsibility**

The Director shall advise the Board of any new commercial advertising/sponsorship agreements within thirty (30) days.

Subject to the conditions below, EASTERN may, by express written agreement with the EASTERN Foundation, delegate the marketing of and proceeds from commercial advertising to the EASTERN Foundation.

#### *Required Conditions to be Contained in Sponsorship Agreements*

1. Advertising will not be displayed inside classrooms, in areas where students in class may view the advertisements, or in any other area that may be disruptive to student learning.
2. No Sponsorship Agreements shall require or contemplate that students would be required to listen to, read or be subjected to commercial advertising in the classroom or as part of their curricular instruction.
3. Advertisements shall not be disruptive or jeopardize the safety of students, staff and/or the public by their content or physical properties.
4. No student or staff information (e.g., names, addresses, telephone numbers or e-mail addresses), regardless of whether permitted under federal or state law, shall be made available to sponsors as part of any Sponsorship Agreement for purposes of distribution or dissemination of advertising.
5. All proposed advertisements are subject to any applicable license, consent, condition or similar approval which may be required by any governmental authority as well as all applicable statutes, regulations, ordinances and case law as may be currently or hereafter in effect.
6. No sponsor shall be permitted to use EASTERN's intellectual property (e.g., team names, slogans, logos, or designs constituting trademark or services marks whether or not registered) unless such use is identified in an approved Sponsorship Agreement or approved in writing by EASTERN.
7. Advertising signs should not be construed as an endorsement by EASTERN of the product or service being advertised.
8. EASTERN shall provide no personally identifiable data about a student to the sponsor of a commercial activity. Students shall not be required to complete any survey or questionnaire that is designed to provide marketing information to a vendor or business about their interests and preferences for a particular vendor, business, or product.

9. The sponsor shall represent that its activities and trademarks do not violate the trademark, patent, copyright, trade secret, or any other intellectual property rights of any person or entity, and that the sponsor will defend EASTERN and hold it harmless in any litigation for misappropriation of trade secrets, unfair competition and trademark, patent, copyright infringement, or any other intellectual property claim which may arise out of the sponsor's advertisement.

## **Exclusive Sponsorship Agreements**

Exclusive Sponsorship Agreements are Sponsorship Agreements that limit EASTERN's ability to sell advertisements to businesses that compete with the sponsor which is a party to the Sponsorship Agreement.

The following conditions apply to whether EASTERN will agree to an Exclusive Sponsorship Agreements:

1. There is no other current or expected advertising presence of a competing sponsor.
2. It is the expectation that Exclusivity Rights will be sold on a three year agreement basis, but if requested, the term may be negotiated for a shorter duration.
3. Sponsors who want to renew their Exclusivity Rights agreements will need to provide EASTERN or its agent with its intent to renew 90 days prior to the end of their existing agreement.
4. Restaurants will not be considered for Exclusive Sponsorship Agreements.

## **Prohibited Commercial Activities**

Advertising may:

1. not advocate or campaign for a particular candidate or political party;
2. not promote or encourage hostility toward any ethnic, religious or racial group;
3. not promote or denigrate a particular religion or religious practice in a manner that suggests that EASTERN is endorsing a particular set of religious beliefs;
4. not be derogatory towards or incite discrimination against any group or person based upon race, color, age, creed, religion, gender, ancestry, national origin, sexual orientation or handicap/disability of the group or person;
5. not promote or encourage hostility, disorder, violence, or disregard for violation of legal obligations;
6. not be libelous, or interfere with or advocate interference with the rights of any individual or the operations of EASTERN;
7. not promote the use of tobacco products, smoking accessories, alcoholic beverages, illegal substances or related paraphernalia; provided however, that establishments that serve alcohol may sponsor advertisements if they legally permit children under the age of 21 in their establishment;
8. not promote the use of firearms or other forms of weaponry;
9. not promote obscenity or pornography in the context of being inconsistent with prevailing standards such as adult publications or videos;
10. not use sexual content, sexual overtones, or any material that is otherwise not suitable for children;
11. not advocate either for or against promotion of birth control products or programs, abortion, or any other related services; or
12. not actively promote, as a significant part of its business or other primary functions, other activities which are not in the best interest of the students, staff or schools, in the opinion of EASTERN in concert with established EASTERN policy and in consultation with the Director and Solicitor or other legal counsel.

**Adopted: 9/9/15**