

ANNEX 2

Business and Industry Guidelines International Diabetes Federation

Applicable to agreements with IDF and IDF Regional Subsidiaries

1. Introduction

The International Diabetes Federation (IDF) is a worldwide alliance of over 230 diabetes associations in more than 170 countries that have come together to enhance the lives of people with diabetes everywhere. For over 50 years, IDF has been at the vanguard of global diabetes advocacy. The Federation is committed to raising global awareness of diabetes, promoting appropriate diabetes care and prevention, and supporting the search for a cure for the various types of diabetes.

IDF's working bodies bring together the most important stakeholders from the global diabetes community in a collaborative effort to set common goals and co-ordinate activities towards achieving these objectives. The stakeholders include: people with diabetes and their families; those involved in diabetes care and related fields; diabetes-representative organisations, and partners from commercial organisations with concerns which align with our mission. IDF is registered as an organisation in official relations with the World Health Organization (WHO).

IDF is not a scientific organisation. It does not provide medical diagnoses, treatment or advice; nor does it advertise, endorse or recommend therapies or prescribe medication.

2. Strategic goals and values

The vision of IDF is 'Living in a world without diabetes'. Its mission is to promote diabetes care, prevention and a cure worldwide.

3. Purpose of the IDF Business and Industry Guidelines

IDF, like most not-for-profit organisations, collaborates with other organisations to achieve its mission in line with its values and strategic priorities. All funding received from these organisations is channeled by IDF into managing and developing programmes and activities, in line with the IDF strategic priorities and annual plan of work.

Unrestricted grants, donations and fees paid by IDF Members are used to support core activities and build professional capacity. These funds are applied at IDF's discretion, with no influence or involvement from funding partners, unless previously agreed.

a. IDF's fundraising initiatives seek to leverage the resources, expertise and skills of funding partners to:

1. help meet the its mission and objectives;
2. build a strong organisation by strengthening professional capacity and skills;
3. increase awareness and visibility of IDF and its fight against diabetes.

b. The purpose of the IDF Business and Industry Guidelines is to:

1. Help IDF staff and Board of Directors interact appropriately with other organization in order to achieve positives outcomes for diabetes;
2. help funding partners understand and adhere to the Federation's values and Policies;
3. establish clear precepts and processes (both internal and external) to guide working relationships and for the acceptance of contributions from existing and potential funding partners;
4. establish transparent and robust frameworks for effective collaboration and protect the interests of both parties;

5. protect IDF image and reputation;
6. ensure accountability and transparency in activities undertaken in alliance with the business community and other sectors;

4. Principles of collaboration

4.1 Definitions

A collaboration is a joint working arrangement created by contract, by which the partners co-operate to achieve a common goal. It is a relationship of good faith and mutual trust. A collaboration lasts whatever length of time suits the partners and their undertaking.

A funding partner is a commercial enterprise that is intended to make a profit for its owners and shareholders, or other institutions including State-run enterprises, associations representing commercial enterprises, not-for-profit organisations, academic institutions, trusts, foundations, non-governmental organisations, and individuals, that give contributions to support IDF in the fight against diabetes.

Contributions are defined in as cash, value-in-kind or knowledge/expertise.

4.2 Applicability

The concepts and terms outlined in this text apply to all relationships IDF has with third parties, whether the relationship is for the benefit of IDF at global or at regional level. The terms apply to contracts entered into by IDF on directly or IDF with one of its regional subsidiaries. All contracts entered into by an IDF Regional subsidiary must be shared with IDF Director. In some cases formal co-signature will be required, depending on the established signing rights of the Regional manager.

4.2 Key precepts for collaboration

In order to enter into collaboration or continue working in collaboration with IDF, the following key precepts must be understood and respected:

1. All collaborations should be based on integrity, openness, transparency, independence, accountability, mutual respect and benefit for all concerned.
2. All collaborations should be governed by clearly stated and unanimously agreed principles. A mutual agenda must be understood and agreed.
3. All activities undertaken in collaboration between IDF and a funding partner ('joint activities') should be consistent with IDF's mission, Policies and Strategic Plan.
4. All joint activities should avoid compromising, or appearing to compromise, the integrity and independence of the partners.

Collaboration with IDF does not:

1. imply IDF's endorsement of the funding partner's products and services, nor does it imply any preference for, or promotion of, the funding partner's products and services in the marketplace;
2. grant exclusivity to any funding partner;
3. provide the right to the funding partner to influence IDF's decision-making processes.

4.3 Criteria for entering into collaboration

1. IDF seeks to enter in collaboration with socially responsible partners that make a positive contribution to society, have a positive public image, and employ responsible social and environmental practices;
2. have a publicly stated mission, values and objectives, and are governed by a code of ethics;
3. do not apply pressure or try to influence in any way IDF's mission or activities;
4. do not seek to use the IDF name and/or trademarks or claim to be associated with IDF without its approval.

All funding partners should meet full-cost recovery:

1. Cash donations for a specific project should be budgeted to cover all associated costs.

2. Value-in-kind donations must include sufficient cash or acceptable services to cover full operational and support costs.

IDF will not accept support from organisations that:

1. manufacture or distribute products widely recognized as harmful to public health, and to people with diabetes in particular, or against public morals – such as tobacco, arms and munitions;
2. abuse human rights;
3. use systematic and sustained forced or compulsory labour or child labour;
4. are involved in corrupt or environmentally damaging practices.

IDF will undertake a due diligence on any new potential funding partners before deciding to enter into collaboration.

The above principles of collaboration apply to all constituents of IDF, such as amongst other regional subsidiaries.

5. Use of IDF's name and logo or trademarks

IDF's name, logo and trademarks are recognised symbols of integrity and of assurance to the public.

No funding partner shall be authorised to use IDF's name and/or trademarks for the promotion, advertisement or marketing of its products or services.

Use of IDF's name and/or trademarks must in all circumstances be cleared with IDF Director and be in accordance with *IDF Trademarks Reproduction Guidelines* (see Appendix), in particular when IDF's name and/or trademarks are used in conjunction with other names and trademarks to indicate a joint activity.

6. Claim of alliance with IDF

A claim of alliance with IDF by a funding partner can only be made with the IDF's prior agreement. The activity or programme will need to be officially supported by IDF and be governed by a written agreement. Full disclosure of the activity objectives must be provided in writing, and duly signed-off by both IDF and the funding partner.

Requests to indicate IDF's support in *any* communications, including press releases, publications, oral presentations, etc., is subject to prior written approval by the IDF Executive Office.

Participation of IDF Officers at events (as speakers or in any official capacity) or in activities and/or studies undertaken or organised by funding partners does not imply that the event, activity and/or study is endorsed by IDF, unless otherwise stated in the partnership agreement.

7. Modalities

7.1 Donation process

Before accepting any donations, IDF will review them in order to:

1. Ensure their suitability and consistency with IDF's objectives
2. Avoid conflicts of interest with existing and potential commercial or funding partner relationships.

Any donations or agreements to fund programmes and activities of IDF will have to be approved by the IDF

Executive Office. IDF may decline contributions from funding partners if it is deemed that they are not in the best interest of IDF.

The IDF Regional Subsidiaries will inform and consult the IDF Executive Office on any regional donations or agreements. The Regional Subsidiaries will hold responsibility for the agreements in line with the above principles of collaboration. IDF Executive Office co-signature will be required on any contractual agreements between a funding partner and the Regional Subsidiary.

All relationships with funding partners must be governed by a signed agreement between IDF and the funding partner. Depending on the scope of the project, the agreement may include the following:

- a. Scope and objectives of project/activity;
- b. Level of funding and how it is to be used;
- c. Lines of responsibility and accountability;
- d. Ownership, control and reporting;
- e. Editorial approval process, including use of IDF logo and trademarks;
- f. Conditions for reproduction and translation of deliverables;
- g. Promotion, dissemination, public relations and media activities;
- h. Acknowledgement;
- i. Disclosure;
- j. Termination;
- k. Closing report.

7.2 Payments

All payments for partners-funded activities have to be processed through the IDF Executive Office Finance Department, and will be re-directed when required. In the event that payments are made by error to another organisation, IDF holds the right to reclaim the money or request clear financial reporting.

7.3 Reporting and disclosure

IDF is committed to maintaining accountability and transparency in the manner funds are collected, accounted for and reported. To do so, IDF will:

1. be transparent about agreed activities and funds received from funding partners;
2. process and utilise donations in a manner that is auditable;
3. provide accurate and complete information to funding partners;
4. provide information about all funding and revenues in its annual financial statements and responds to inquiries on an ad-hoc basis.

7.4 Termination

IDF reserves the right to terminate or withdraw from any programmes or activities at any time if a funding partner does not act ethically, is disrespectful of IDF's Policies or engages in activities which abuse human rights or may be harmful to public health and to people with diabetes in particular.