

## **ACC Accreditation/Certification Marketing Policy**

Any facility or hospital that has applied for and been approved for Accreditation or Certification through the American College of Cardiology (ACC) agrees to abide by the ACC's Accreditation/Certification Marketing Policy.

### **1. Compliance with American College of Cardiology Accreditation Standards in Marketing and Advertising**

You agree that any earned ACC Accreditation or Certification can only be marketed or advertised as an Accredited or Certified facility/hospital during the duration of your accreditation or certification. Further, marketing statements regarding your accreditation or certification should only reference the actual designation earned (e.g. Chest Pain Center with PCI) without reference to the unique version number of your earned accreditation or certification. You agree that you will notify ACC if you merge, rename your facility/hospital, discontinue operations, get acquired or consolidate with another facility/hospital, and you acknowledge that any resulting new facility/hospital must abide by ACC's Accreditation/Certification Marketing Policy.

### **2. Authorization to Use ACC Accreditation Services Seals/Marks**

- a. General Authorization.** During the term of your accreditation/certification, ACC grants you a nonexclusive, non-assignable and nontransferable right to market and advertise your ACC Accreditation/Certification. Marketing, promotion, and advertising of your Accreditation/Certification is intended to aid the general public and your organization's understanding and awareness of your facility's/hospital's adherence to guidelines and best practices for cardiovascular patient populations. Use of any language that infers that your facility or hospital accreditation/certification is more unique or valuable than another facility's/hospital's accreditation or certification may be inaccurate and misleading. Questions about accuracy in marketing statements or advertising (especially claims associated with a geographic market - at a city, county, state, or regional level - e.g. the only Chest Pain Center with PCI in the southwest region) should be forwarded to ACC Accreditation Services Marketing Department for verification and/or validation.
- b. Use and Display of Accreditation/Certification Certificates and Seals/Marks.** Once an Accreditation or Certification has been granted by ACC, ACC will provide your facility/hospital with a certificate that may be displayed at your facility. In addition, ACC will provide the appropriate accreditation/certification seal(s)/mark(s) in various electronic formats. You may display the Accreditation/Certification seals (graphics) on promotional materials created for your facility/hospital and on signage at your facility/hospital and at trade shows. You agree that ACC seals/marks will not be altered in any manner.
- c. Advertising ACC Accreditation/Certification.** You are encouraged to include the appropriate ACC accreditation seal (s)/mark(s) in your facility's/hospital's advertising programs. The most current version of the ACC Accreditation/Certification Marketing Policy will be posted at [accreditation.acc.org/brand](https://www.acc.org/brand). You must make every attempt to follow the most current version of this policy and immediately correct any materials or advertising that deviate from the policy.
- d. Scope of Permission.**
  - I. Offline Advertising Media.** You may display the earned Accreditation/Certification seal in the following media: newspapers, periodicals, billboards, posters, direct mail, flyers, yellow pages or other directory advertising, telephone, TV or radio spots, business cards, stationery, invoices, facsimile cover sheets and other business documents. Your advertising rights are restricted to the specific ACC Accreditations/Certifications earned by your facility/hospital. You may advertise your ACC Accreditations/Certifications wherever you are permitted to display the seal in offline advertising media except that you may not advertise your earned ACC Accreditations/Certifications in any printed material that cannot be immediately revised if your ACC Accreditation has expired and you are not currently seeking re-accreditation/re-certification.

**II. Online Advertising.** You may display the earned ACC Accreditation/Certification seal on your website and on websites where you advertise as long as the advertising can be immediately revised if your ACC Accreditation/Certification expires and you are not currently seeking re-accreditation/re-certification.

**III. Email Signatures.** You may display the ACC accreditation seal/mark as part of your signature block in business emails.

### **3. Termination/Suspension**

ACC may alter or terminate this Policy at any time. If you violate the terms of this policy, you agree to immediately cease using any ACC seal(s). If your ACC Accreditation/Certification expires, you agree to immediately:

- Stop using ACC Accreditation/Certification seals/marks in all media
- Destroy any materials bearing ACC Accreditation/Certification seals/marks
- Remove ACC certificates from display
- Remove all online identification or affiliation with ACC for those accreditation(s)/certification(s) that have expired

### **4. Term**

Terms of this policy are to be adhered to as long as you are a current ACC Accredited/Certified facility/hospital.

### **5. Indemnification**

You agree to indemnify and hold ACC and their employees/officers/directors harmless against any loss, damage or expense (whether direct, indirect or consequential), including reasonable attorney's fees, arising out of any misuse of ACC trademarks or of any violation of the terms and conditions of this policy. You also agree to indemnify and hold ACC harmless against any loss, damage or expense, including reasonable attorney's fees, with respect to all third-party claims of any kind, including product liability, arising in connection with your product(s) and/or service(s).

### **6. Limitation of Liability**

You agree you will not sue for monetary damages on any matter concerning this policy. ACC makes no representations, warranties or covenants of any kind, either expressed or implied, regarding title to or ownership of any rights in any marks, validity of any marks, the right to license any marks or non-infringement of the rights of others in any marks.

### **7. Relationship of Parties**

- a. You are not and will not represent yourself as an agent, representative, partner, subsidiary, joint venture or employee of ACC, nor can you represent that you have any authority to bind or obligate ACC in any manner or in anything. You shall not challenge the rights of ACC in and to its trademarks, or take any action inconsistent with such rights.
- b. Your use of these ACC Accreditation/Certification seals/marks is intended only to convey ACC Accreditation/Certification and a commitment to abide by the practices associated with ACC Accreditation/Certification.

For more information about ACC Accreditation Services, please contact [accreditationinfo@acc.org](mailto:accreditationinfo@acc.org).