

# Guidelines for Advertisers

The acceptability of an ad for publication in APA publications or on the APA Web site is based upon legal, social, professional, and ethical considerations. In addition, an ad must be in keeping with the generally scholarly and professional nature of the publication. The general policy is stated as follows:

“The publications of the APA are published for, and on behalf of, the membership to advance psychology as a science, as a profession, and as a means of promoting human welfare. The association reserves the right to, unilaterally, REJECT, OMIT, or CANCEL advertising which it deems to be not in the best interest of APA, the objectives set forth above, or which by its tone, content, or appearance is not in keeping with the essentially scientific, scholarly, and professional nature of its publications. Conditions, printed or otherwise, which conflict with this policy will not be binding on the publisher.” Elaboration of the above general policy is contained in the following specific statements about the kind and content of ads that are not acceptable for publication in APA periodicals or on the APA Web site.

The statements are intended to establish guidelines for APA personnel responsible for administering the policy and also for advertisers in submitting ads for publication and Web posting.

- ◆ The APA undertakes to comply with the letter and the spirit of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Veterans' Re-employment Rights Act Handicap Bias, the Vietnam-Era Veterans' Readjustment Assistance Act of 1974, and the Americans With Disabilities Act of 1990. As such, the Association endeavors to not discriminate on the basis of age, race, color, religion, gender, sexual orientation, national origin, physical or mental disability, veteran status, marital status, or the numbers and ages of dependent children in its own employment practices and will not knowingly permit its publications and Web site as ad media, to be used by others in support of discriminatory practices.
- ◆ Advertisers will be encouraged to use gender-neutral terms in ad text because the use of certain pronouns, i.e., him or her, in ad text could under certain circumstances be taken to imply discrimination (not necessarily job discrimination) on the basis of gender.
- ◆ Advertising of educational programs in APA publications and on the APA Web site will be restricted to those schools or other institutions fully accredited by regional or other institutional accrediting associations recognized by the U.S. Department of Education. In addition, for those areas of professional psychology where APA or CPA accreditation is currently provided (e.g. clinical, counseling, school, combined) APA will restrict advertising to only APA and CPA accredited programs. Those programs accredited by either the American Psychological Association or the Canadian Psychological Association must state that they are APA or CPA accredited and include contact information for the APA or CPA Accreditation Office.
- ◆ The Association reserves the right to refuse advertising submitted for the purpose of airing either side of controversial social, ethical, or professional issues.
- ◆ Advertising in APA publications and on the APA Web site for the purpose of reselling psychological tests will be declined.
- ◆ Advertising requests for research purposes will not be considered.
- ◆ Advertising requests from credentialing groups or professional boards will be limited to only those organizations with specialties or diplomats recognized by APA.
- ◆ As a general rule, candidates for the office of APA President may not be featured (within text or photographs) in advertisements appearing in APA publications or on the APA Web site during the election period (April through November). Exceptions to this rule include an advertisement for a book authored or edited by a presidential candidate or the inclusion of a candidate's name in a department faculty listing. A final determination of the appropriateness of any mention of an APA presidential candidate within an ad will be made by APA's executive editors and may include consultation with the APA Elections Committee.
- ◆ Pharmaceutical advertisements must conform to all federal regulations and policies of the Food and Drug Administration in every respect. Products intended for human use or consumption that do not come under the jurisdiction of the FDA must be safe and effective in their intended use, and proof of safety and effectiveness must be provided by the advertiser upon request. It should be noted that the regulations of the Food and Drug Administration provide exacting legal controls over the claims that drug advertisers may make for their products and require them to state contraindications, hazards, etc., unless “reminder advertising” makes no product claims. Adherence to legal requirements concerning the content of drug advertising is the manufacturer's responsibility. The disorder or symptom for which a drug or other product is being recommended must be prominently stated within the advertisement, except in reminder advertisements, as provided by the FDA regulations. Advertisements will not be accepted that suggest in any way the use of a medication or other substance for the relief of the tensions or problems of everyday life rather than for the relief of symptoms of illness or disorders. In pharmaceutical advertising copy, the full generic name of each active ingredient shall appear. Pharmaceutical products for which approval of a New Drug Application by the Food and Drug Administration is a prerequisite for marketing will not be eligible for advertising until such approval has been granted. Special purpose food products (e.g., foods for carbohydrate-restricted diets and other therapeutic diets) are eligible when their uses are supported by acceptable data. Regarding vitamin prescriptions, if claims not generally recognized are made for any vitamins, such claims must be substantiated by clinical studies acceptable to the Association.
- ◆ Advertising of insurance programs in APA publications (including division publications) and the APA Web site will be limited to only those programs endorsed or sponsored by the American Psychological Association Insurance Trust (APAIT).
- ◆ APA reserves the right to decline advertisements from companies advertising products and services that could be considered competing with the APA Member Benefits Program. Examples include, but are not limited to, affinity credit cards, telephone long-distance services, financial programs, car rentals, hotels, and magazine services.

It is the responsibility of private agencies to insure that they are in compliance with provisions of the state laws which relate to the title and/or practice of psychologists. Further, the use of the term psychologist by private agencies in recruitment ads implies that such psychologists are engaged in the independent practice of psychology and as such are subject to the guidelines stated in the *Ethical Principles of Psychologists*. (Copies are available from APA.)

# Orders and Copy Regulations

## General

1. All advertising is subject to the publisher's approval. The publisher reserves the right to reject advertising which is not in keeping with the Association's standards and objectives.
2. Advertisers are encouraged to describe products and services in an accurate and complete manner. The Association reserves the right to refuse to accept ads which, because of omissions or inaccuracies, provide misleading information.
3. The publication or posting of any advertisement by the American Psychological Association (APA) is neither an endorsement of the advertiser nor of the products or services advertised. APA is not responsible for any claims made in an advertisement. Advertisers may not, without prior consent, incorporate in a subsequent advertisement or promotional piece the fact that a product or service has been advertised in an APA publication or on the APA Web site.
4. Advertiser and advertising agency assume liability for all content (including text representation, illustrations, and photographs) of advertisements printed or posted, and also assume responsibility for any claims arising therefrom made against the publisher.
5. The publisher assumes no liability if for any reason it becomes necessary to omit an advertisement.
6. The publisher's liability for any error will not exceed the charge for the advertisement in question.
7. No conditions, printed or otherwise, appearing on the space order, contract, billing instructions, or copy instructions which conflict with the publisher's stated policies will be binding on the publisher.

## Orders

1. The forwarding of an order is construed as an acceptance of all the conditions under which advertising is at the time sold.
2. A contract period starts from the date of first insertion. Orders are accepted for not more than one year in advance.
3. Individual billing at multiple insertion rate is on contract basis only. Rates may be earned by placing that number of ads of the same size (or larger) within one year from first date of insertion.
4. Space orders, whenever possible, should specify a definite schedule of insertions, issues, and sizes of spaces.
5. The publisher cannot guarantee requests for specified position unless a position premium has been provided for in the contract.
6. The publisher reserves the right to limit the size of space to be occupied by an advertisement.
7. Two or more advertisers are not permitted to use space under the same contract; subsidiaries of parent companies are considered as separate advertisers, unless space is reserved through the same agency.
8. Agency discount—15% of gross billing—is allowed to recognized advertising agencies for print display advertising. For in-house agency recognition, contact an advertising sales manager for qualifying guidelines.
9. No cash discounts are offered by the publisher.

## Order Changes and Cancellations

1. All advertising orders are accepted subject to the terms and provisions of the current rate card. Orders are accepted subject to change in rates upon notice from the publisher. However, orders may be canceled at the time the change in rates becomes effective without incurring a short-rate adjustment.
2. Cancellation of an order by an advertiser or agency for any reason (other than a rate increase by publisher) will result in an adjustment of the rate based on past and subsequent insertions to reflect actual space used.
3. Cancellations or changes in orders may not be made by the advertiser or its agency after the closing date.
4. When change of copy covered by an uncanceled insertion order is not received by the closing date, copy run in the preceding issue will be inserted.
5. If more or fewer insertions are used within one calendar year than specified in the order, charges will be adjusted in accordance with established rates.

## Copy

1. The publisher assumes no responsibility for the condition of original advertising copy submitted for publication.
2. Advertising copy should be supplied according to the material specifications for each publication and the Web as outlined in this advertising rate card.
3. If time permits, advertisers will be provided repro proofs for ads set by the publisher. Unless the advertiser returns corrected proof(s) within the period specified, the publisher assumes no responsibility for errors in the final ad. Also, the publisher reserves the right to charge advertisers for corrections or changes.
4. All production costs for creating ads by the publisher will be charged to the advertiser.

## Terms

1. First-time display advertisers will be required to prepay their first advertising insertion pending credit approval. An application for credit will be forwarded to the advertiser to be completed and returned to APA for processing.
2. A 15% commission on space is allowed to recognized advertising agencies. No cash discount. For in-house agency recognition, contact an advertising sales manager for qualifying guidelines.
3. Payment in full for advertising is due 30 days from date of invoice. Failure by an agency to pay within the time limit will disqualify the agency from the 15% commission. The publisher reserves the right to refuse any new order from delinquent agencies or advertisers.
4. The publisher reserves the right to withhold advertising for any account with an outstanding invoice beyond 60 days.
5. The publisher shall have the right to hold advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to the publisher for advertising ordered and published.
6. All international advertising must be prepaid.