

Healthy Weight, Healthy Lives Campaign:

Terms of Engagement for National Commercial Partner Involvement

This document lays out the responsibilities of partners (each a “Partner”) participating in the Change4Life campaign and the Terms of Engagement by which all National Commercial Partners agree to abide.

Partner Responsibility

In the spirit of working in Partnership, each Partner agrees to:

- Develop genuinely new and incremental activity to support the Change4Life Healthy Weight, Healthy Lives Campaign (the “Campaign”) and its objectives, in addition to incorporating into appropriate existing activity
- Endeavour to assist and co-operate with the Department of Health (“DH”) in evaluating and assessing Partners’ involvement in the Campaign
- Avoid bringing the Campaign into disrepute
- Observe and abide by their own relevant rules, regulations, directions, codes of practice or guidelines which are applicable to their industry when carrying out marketing and PR activity in relation to the Campaign; notwithstanding the detailed guidelines for use of the Campaign branding and messaging must be followed at all times
- Not disclose to any third party (other than its professional advisers or other authorised agents) information of a sensitive or confidential nature that is communicated or becomes known to them whilst partnered with the Campaign unless such information is or subsequently comes into the public domain

- Accept that being part of this Campaign does not entitle them to claim that the Department endorses their product or services in any way

Terms of Engagement

To facilitate these changes and deliver our Campaign we need to engage Partners from across industry and the media to:

- amplify and extend awareness of our Campaign
- find new and effective channels for disseminating Campaign messages on diet and activity
- contribute their unique expertise to the development and delivery of the Campaign
- support our goal of encouraging desired changes in behaviour as regards both diet and activity levels

Our Terms of Engagement with these Partners will be as follows:

1. Campaign membership will entitle Partners to carry the brand logo and campaign messaging. Detailed guidelines for use of the Campaign branding and key messages are available and must be followed. Some restrictions apply to the use of the logo, especially on-pack, which are clearly outlined in the Campaign brand guidelines. Dependent upon the nature of the Partner relationship there may be additional opportunities for Partners to communicate their support for the campaign (e.g. co-branding on Campaign events, advertisements etc)

2. Partners must be prepared to actively promote publicly the behaviour change goals of the Campaign, specifically: attempt to persuade at-risk citizens to adopt a healthier diet and to engage in regular physical activity
3. Campaign Partners will have freedom to develop Campaign activity/messaging which suits their mode/style of business provided
 - i. activity/messaging supports Campaign goals
 - ii. Campaign logo/messaging is in line with the Campaign brand guidelines

DH will endeavour to review Campaign activity/messaging developed by Partners within 10 working days. If DH decides the activity/messaging is unsuitable, Partners agree that it will not be used.

4. Partners accept that the Campaign communications plan may carry messages communicating the negative consequences of unhealthy diets/sedentary activity. While we will not expect all Partners to carry these messages, they must accept that the overall brand will be used to communicate both positive and negative messages as regards both diet and activity
5. To maintain integrity of the brand, Partners must be prepared to carry balanced messaging to encourage both healthier eating and more physical activity Campaign goals. The Campaign brand guidelines provide full details on how this can be achieved. Partners must take care not to use the brand or their association with the Campaign in any way that could imply or promote false or unsubstantiated health benefits of their own products or services
6. To support the Campaign, Partners should demonstrate substantive and quantifiable support for the Campaign in at least one of the following ways:
 - i. provision of media/advertising coverage to raise awareness of the Campaign/disseminate its key messages

- ii. provision of promotional activities to encourage consumers to make healthier diet choices/engage in physical activity
- iii. dissemination of information regarding the Campaign to target consumers
- iv. other non-specific financial/other support for campaign programmes

7. Government, through DH, will create, own and retain all rights to a Campaign idea, brand and set of creative assets, including key Campaign messages

8. Should disputes arise concerning compliance with the Terms of Engagement, the brand guidelines, appropriate use of brand/messaging or an individual Partner's association with the Campaign these will be adjudicated by the HWHL Board, jointly chaired by the Director General of Communications and the Director of Health and Wellbeing. These two persons will have final jurisdiction

9. If DH requires any Partner to cease partnering the Campaign, it shall have immediate effect and the Partner shall cease using the campaign logo as soon as reasonably possible, taking into account call off times such as run off periods and print runs. DH shall not be liable for any losses incurred by a Partner

10. Partners agree to support the Campaign evaluation by making available, in confidence and at the Partner's discretion, to DH key data relevant to the Partner's Campaign activity, e.g. sales information, rate of response, customer research etc. Any such data that is provided by the Partner shall be considered sensitive and confidential and shall only be used in non-attributed, aggregated form, only in furtherance of the Campaign and not for any other purpose whatsoever. DH may ask Partners to participate in an independent audit of their activity relating to the Campaign

The Terms of Engagement will remain in effect for the duration of the Campaign unless terminated in writing by either party

Confirmation of Agreement to the Terms

Please confirm your acceptance of the terms of this agreement by signing both copies of this document and returning one signed copy of the same to

FAO: Jane Asscher
Healthy Weight, Healthy Lives Team
Department of Health
Skipton House
80 London Road, 2nd Fl
London
SE1 6LH

Yours sincerely

For and on behalf of Department of Health
Sian Jarvis, Director General of Communications
7 October 2008

Agreed and accepted

We acknowledge receipt and agreement with the terms of which this is a duplicate.

For and on behalf of [Partner]

[Date]