Submission Instructions

1. General Information
   
   A. Submissions are to be sent to the AHNA Headquarters:
      Terri Roberts, JD, RN
      Executive Director
      American Holistic Nurses Association
      100 SE 9th St. Suite 3A
      Topeka, KS 66612

   B. Submissions should be sent in electronic format (For examples, CDs, flash drive or email). For CD or flash drive, please send 2 copies. Submissions should be indexed to the submission’s Table of Contents with hyperlinks to the various sections and to the supporting documentation.

   C. Include, if available, 2 copies of the product or publication under evaluations as currently marketed. Also include draft copies of packaging and labeling with the claims that you propose to use if the product or publication is awarded the AHNA Seal of Distinction. Once the product or publication is accepted, forward final copies of packaging and labeling from the actual marketed product or publication for our records.

   D. Submission fees are a one-time, non-refundable fee and are required before review begins (please refer to the Fee Schedule for the appropriate fee for your submission). This fee should be included with your submission. Maintenance fees are billed to the company in January of every year.

   E. Notification of Council action on a submission will vary depending on whether a submission must be reviewed by the Council at one of its meetings, or by an email ballot. The method of review depends on several factors (e.g. the complexity of the submission, the proposed claims, etc.). Seal of Distinction program staff can advise which method is appropriate for a particular submission. Following are approximate notification times after Council action:
      
      - Council meeting = 2-4 weeks following the Council meeting
      - Email ballot = 4-6 weeks following receipt of a complete submission

   More time may be required if additional information or clarification is needed from the manufacturer.

   F. When a product or publication is classified as “Accepted” (i.e. is awarded the AHNA Seal of Distinction), the Acceptance period is 5 years. Publishers or Authors will be contacted approximately 6 months prior to expiration of the current Acceptance period to complete the requirements for the next 5 year Acceptance period. Since Publishers or Author(s) are required to notify the Council prior to making any changes to an Accepted product or publication or to its labeling at any time during the 5 years Acceptance period, the reacceptance process is usually quick, and requires no additional studies. (One exception would be if an Acceptance Guideline for the product or publication had been revised during the Acceptance period to require new types of studies. In this case, the publisher or author would need to meet the new Guideline criteria for continued Acceptance.)
G. Classification of a product or publication under the Acceptance Program is subject to the conditions stated in the Agreement Governing Use of AHNA Seal of Distinction.

H. For AHNA research purposes, contact Acceptance Program staff to determine the number of copies of the product or publication for researching to include with the submission.

To make the review of submissions to the AHNA Seal of Distinction Program as efficient as possible, the Council provides copies of submitted materials to Council members and consultant reviewers, and also posts submitted materials to an area of the AHNA’s website to access, which is restricted to Council members and staff.

BY MAKING A SUBMISSIONS, YOU ARE REPRESENTING AND WARRANTING TO THE COUNCIL AND THE AHNA THAT YOU HAVE OBTAINED SUFFICIENT PERMISSION(S) FROM THE COPYRIGHT OWNER(S) OF ANY COPYRIGHTED MATERIAL INCLUDED WITH YOUR SUBMISSION TO ALLOW FOR THE PRODUCT OR PUBLICATION AND DISTRIBUTION OF THAT MATERIAL BY THE AHNA DESCRIBED ABOVE, AND AGREE TO INDEMNIFY AND HOLD AHNA HARMLESS FROM ANY AND ALL CLAIMS ARISING FROM SUCH PRODUCT OR PUBLICATION OR DISTRIBUTION.

If you have questions, please contact (800) 278-2462.
AHNA Seal of Distinction Acceptance Criteria

The submission is to be divided into sections and arranged in order as indicated below:

1. **Cover Page**
   a. Name of Publisher or Author(s)
   b. Product or Publication Name

2. **Table of Contents**

3. **Publisher or Author(s) Information**
   a. Name of Publisher or Author(s)
   b. Address
   c. Phone Number
   d. Fax Number
   e. Email address and internet address (if available)
   f. Names of publisher or author(s), owners and other individuals authorized to furnish information to the Council and represent the firm in dealing with the Council, including the main contact person.
   g. Names and qualifications of personnel responsible for formulation and testing of product or publication in its manufacturing process.

4. **AHNA Seal of Distinction Acceptance Criteria**
   *(Comprehensive summary of all information on criteria pertaining to AHNA’s acceptance criteria guidelines)*
   - Aligned with AHNA's mission, vision and Holistic Nursing: Scope and Standards of Practice, Second Edition
     - **AHNA Mission**: is to advance holistic nursing through community building, advocacy, research, and education.
     - **AHNA Vision**: is a world in which nursing nurtures wholeness and inspires peace and healing.
   - Of interest to holistic nurses and of significant value to the nursing profession
   - Provided knowledge that advances holistic nursing
   - Is timely and relevant
   - Consistent with relevant historical publications
   - Scientifically and technically accurate
   - Authored by individuals with demonstrated expertise in the field of work submitted

5. **Product or Publication Information**
   a. Name of product or publication (to be used in listing)
   b. Evidence of consistency with relevant historical publications and scientifically accurate
   c. Product description
i. Author
ii. Publisher
iii. Title
d. Promotional materials

6. Copies of most recent product or publication
Participation Guidelines

Guidelines for Participation in AHNA Seal of Distinction Program
The guidelines for participation in AHNA’s Seal of Distinction Program are provided for informational purposes only and may be modified at any time. These guidelines provide general overview of the AHNA Seal of Distinction criteria; they do not govern a one’s rights to use the AHNA Seal. The AHNA Seal of Distinction is a registered certification mark of the American Holistic Nurses Association. All rights to use the AHNA Seal are governed solely by a separate license agreement between the AHNA and the publisher or author(s) of an accepted product or publication. The actual AHNA Seal itself may not be used on or in connection with a product or publication until after it has been granted the Seal of Distinction by the AHNA and only after a license agreement has been signed. Upon termination or expiration of the AHNA license agreement, regardless of cause, all rights of a publisher or author(s) to use the AHNA Seal immediately cease.

Product or Publication Submission and Acceptance
Product or publications are evaluated upon the request of a publisher or author(s), or upon the initiative of AHNA. Any author or publisher may submit appropriate products or publications to AHNA for consideration of acceptance. Products or publications that meet the AHNA Seal of Distinction Program’s Acceptance Criteria will be granted the AHNA Seal of Distinction. Notification of a product or publication’s acceptance into the Seal of Distinction program is made in writing by AHNA. A publisher or author(s) may not begin use of the AHNA Seal of Distinction unless and until they have executed AHNA’s standard AHNA Seal license agreement and complied with AHNA’s advertising requirements. AHNA may require them to use an authorized statement in conjunction with use of the AHNA Seal. Acceptance is renewable and may be reconsidered at any time. If there is a change in the publisher or author of product or publication, the Seal of Distinction is withdrawn automatically and the license agreement expires simultaneously.
Rules for Use of the Seal of Distinction and Seal Statements for Accepted Product or Publications

Use of the American Holistic Nurses Association’s (AHNA) Seal of Distinction and Seal statement are governed by the following rules and approved by the AHNA:

1. The Seal statement shall not be used until after a product or publication has been accepted by AHNA; the publisher or author(s) and AHNA have both executed the AHNA Seal of Distinction License Agreement; and the publisher or author(s) have been notified in writing that the product or publication is accepted.

2. The Seal and Seal statement may be used on packaging/labeling and in advertising/promotional materials for the accepted product or publication.

3. All packaging/labeling must be reviewed and approved by AHNA prior to use, regardless of whether the Seal and Seal statement are used and all claims must be adequately supported. AHNA also reviews claims used in advertising and promotional materials prior to use. It’s the publisher or authors’ responsibility to ensure that advertising/promotional materials for accepted product or publications comply with AHNA advertising guidelines.

4. The Seal statement sets forth the basis for acceptance by AHNA and must be used in conjunction with the Seal or when referring to the AHNA acceptance of a product or publication, unless otherwise authorized by AHNA.

5. The Seal shall not appear in conjunction with the Seal of any other investigative group, or with any symbol likely to confuse the purchasing public by instilling a belief that it constitutes a Seal, symbol of quality or quality certification, unless prior written approval for such display has been obtained from AHNA.

6. The Seal and Seal statement must be legible and must not be altered in any manner.

7. In the event a product is no longer accepted by AHNA, the AHNA Seal of Distinction License Agreement for that publication will also be terminated and all use of the Seal and Seal statement in connection with the product or publication must be discontinued within six months of the date that AHNA notifies the author(s). AHNA reserves the right to require a shorter time for removal of the Seal and Seal statement from existing products or publications, if deemed necessary. This shorter time may also apply if the reason for termination is the publisher or author(s) misuse of the Seal or Seal statement.

8. The Seal of Distinction is owned by the American Holistic Nurses Association and is a federally registered trademark.

9. Use of Seal is also governed by the terms of individual contracts between the American Holistic Nurses Association and publisher or author(s). These rules are incorporated into and form part of those contracts.
AHNA Advertising Standards

The AHNA welcomes advertising in its publications as an important means of keeping the nurse informed of new and better products and publications for the holistic nursing practice. Such advertising must be factual, dignified, tasteful and intended to provide useful product and service information. These standards apply to all product specific promotional material submitted to AHNA programs. The publication of an advertisement is not to be construed as an endorsement or approval by the AHNA or any of its subsidiaries, councils, commissions or agencies of the product or service being offered in the advertisement unless the advertisement specifically includes an authorized statement that such approval or endorsement has been granted. The fact that an advertisement for a product or publication, service or company has appeared in an AHNA publication will not be referred to in collateral advertising.

The AHNA reserves the right to accept or reject advertising as its sole discretion for any product, publication or service submitted for publication.

GENERAL REQUIREMENTS

1. All advertisements submitted for display in an AHNA publication are subject to review.
2. Products or publications that are in an AHNA Seal program must also satisfy all requirements of the Council on Scientific Affairs, in addition to these standards governing eligibility for advertising in AHNA publications. Further information on the evaluation programs of the Council is available by contacting the council office at 800-278-2462.
3. Advertisements must not be deceptive or misleading. All claims of fact must be fully supported and meaningful in terms of performance or any other benefit. The Association reserves the right to request additional information as needed.
4. By submitting advertising copy, advertisers certify that such copy and the advertised publication(s) are in accord with applicable government laws and regulations such as equal opportunity laws and regulations. Acceptance of advertising in AHNA publications is not to be construed as a guarantee that the manufacturer has complied with such laws and regulations.
5. Complete scientific and technical data, whether published or unpublished will be required.
6. The advertisement may cite, in footnotes, references from scientific literature, etc., provided the reference is truthful and is a fair and accurate representation of the body of literature supporting the claim made.
7. Comparative advertising claims for competing publications must be substantiated adequately. The publisher or Author(s) wanting to make comparative claims must comply with the AHNA Criteria for Substantiation of Comparative Claims (see next page). Unwarranted disparagements or unfair comparisons of a competitor’s products or publications will not be allowed.
8. Display advertising, with respect to employment, purchase of practice, participation or any other contractual relationship with any nursing publication or system may be accepted for publication. Such opportunities may also be advertised in the classified section of AHNA publications without any illustrations or graphics.
9. The advertiser and the product or publication being offered should be clearly identified in the advertisement.

10. Advertising that simulates editorial content must be clearly identified as advertising. The word “advertisement” must be displayed prominently.

11. Advertisements must not quote the names, statements or writings of any individual, public official, government agency or other organization without their express written consent.

For questions regarding AHNA Advertising Standards, please contact Terri Roberts at (800) 278-2462 or director@ahna.org.
American Holistic Nurses Association
AHNA Seal of Distinction License Agreement
For Consumer Products or Publications

Directions: Three copies of this License Agreement must be completed and signed by an authorized representative of the product or publication’s distributor. The distributor must complete only the shaded portions of the License Agreement. Only one product or publication may be listed on each License Agreement. List the exact and complete name of product or publication, including author, title and publisher. If the product or publication is a private-label product, the distributor also must complete the shaded portions of the Addendum for Private-Label Products or publications.

This license agreement is made in Topeka, Kansas, by and between the American Holistic Nurses Association (AHNA) and:

(Publisher or Author). This License Agreement shall be of no force and effect unless and until it is signed by Author and AHNA.

WHEREAS, AHNA is the owner of all right in and to a registered certification mark (Reg. No. 1,656,252) relating to AHNA’s acceptance program (AHNA Seal of Distinction);

WHEREAS, AHNA also approves certain statements about Accepted products or publications to use in conjunction with the AHNA Seal or alone (hereafter, “AHNA Seal” shall refer both to such statements, where applicable, and/or the AHNA Seal itself, where applicable) except as otherwise explained;

WHEREAS, Publisher or Author(s) have submitted the product or publication known as:

(“Author”) for scientific review by AHNA’s Council; Publisher or Author(s) have represented that the materials submitted are true, accurate, current and complete; and Council has granted book the product or publication Seal;

WHEREAS, Publisher or Author(s) desires to use the AHNA Seal, as specifically authorized by AHNA, in connection with product or publication and AHNA is willing to permit such use subject to all the time and conditions of this License Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Term. The term of this License Agreement begins on: ______________________________________ (“Effective Date”). [Note to Publisher or Author(s): Please leave the Effective Date blank. The effective date is determined by AHNA, and AHNA will fill in the Effective Date when it executes the License Agreement].

Subject to the other terms and conditions of this License Agreement, Publisher or Author(s) hereby is authorized to use the AHNA Seal solely on product or publication marketed, sold and distributed within the United States, for a term of FIVE (5) YEARS beginning on the Effective Date hereof, for the
purpose of designating Publisher or Author(s) Acceptance. A Provisionally Accepted product or publication is accepted only for a period of one year.

2. Publisher or Author(s) shall use only the AHNA Seal and shall not alter the AHNA Seal in any way or make any representations about the AHNA Seal, except as authorized in writing by the AHNA. Publisher or Author(s) acknowledges that Council may issue a statement about the product or publication’s acceptance and may require Publisher or Author(s) to use such statement in connection with the AHNA Seal. Publisher or Author(s) acknowledges and agrees that the provisions of this License Agreement also apply to any such statement. Publisher or Author(s) agrees that AHNA’s name, abbreviation, trademarks, service marks, logos or symbols, or any other form or reference which may be interpreted to mean or identify American Holistic Nurses Association shall not be used on or in connection with product or publication or its container, packaging, package inserts or promotional or other materials, except as authorized in writing by the AHNA.

3. Publisher or Author(s) acknowledges that AHNA retains all right, interest and title in and to the AHNA Seal, including without limitation, all registrations, applications, common law and the goodwill associated with the AHNA Seal. Publisher or Author(s) agrees that it will not contest ownership or validity of the AHNA Seal.

4. Publisher or Author(s) assumes full and complete responsibility for its use of the AHNA Seal and agrees that, through proper inspection or otherwise (“review program”), determines that product or publication complies with the requirements of AHNA. Publisher or Author(s) agrees that its use of the AHNA Seal constitutes its representation and warranty that (a) Product or Publication has been reviews by AHNA, (b) the product or publication with which the Seal is used does not differ in any material respect from the product or publication that has been reviewed and accepted by AHNA, (c) the review program required by this paragraph has been instituted by the Publisher or Author(s), and (d) the product or publication complies with the requirements of AHNA.

5. It shall be a material breach of this Agreement if: (a) the product or publication, or its container, packaging, package inserts of promotional or other material does not comply with all requirements for the product or publication, including without limitations the advertising standards of AHNA; (b) the AHNA Seal is used by Publisher or Author(s) or any of its parent, subsidiary or affiliated companies in connection with any product or publication that have not been granted the AHNA Seal; or (c) the AHNA Seal is used I any way other than as expressly provided herein. Publisher or Author(s) acknowledges and agrees that monetary damages may not be an adequate remedy in the event of its violation of any of the terms and conditions of this License Agreement, and that AHNA shall be entitled to seek equitable relief, including a temporary restraining order, a preliminary or permanent injunction or specific performance, as a remedy for any such violation or threatened violation. Publisher or Author(s) agrees that in the event such equitable relief is granted by a court of competent jurisdiction with the AHNA shall not be required to post a bond in connection therewith. Publisher or Author(s) further agrees that the remedies listed herein shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity.

6. Publisher or Author(s) agrees that they will cooperate with and assist AHNA in ascertaining the facts if it is reported that the product or publication is not in compliance with AHNA requirements, including sharing such information as Publisher or Author(s) acquires regarding the reported noncompliance, and
to take and report to AHNA on such corrective action as is necessary to correct any misinformation or other noncompliance that is found to exist.

7. Notwithstanding any other provisions to the contrary in this License Agreement, AHNA may, upon notice in writing to Publisher or Author(s), withdraw the AHNA Seal from the product or publication or revise AHNA’s requirements for the product or publication at any time and at AHNA’s sole discretion.

8. If Publisher or Author(s) defaults in any of its obligations under this License Agreement, AHNA, in its sole discretion, may immediately terminate this License Agreement or suspend in whole or in part the rights or authority conferred by this License Agreement without prejudice at any other right which AHNA may have. Publisher or Author(s) understands that AHNA may notify vendors, authorities, potential users, and other of any improper or unauthorized use of the AHNA Seal, or any other improper or unauthorized references to AHNA, when in the judgement of AHNA such notification is necessary in the interest of public safety or the holistic nursing profession, or for AHNA’s protection. Publisher or Author(s) agrees to give AHNA a list of its vendors, at AHNA’s request, which may only be used by AHNA for the purpose of such notification.

9. Upon the occurrence of any of the following events or conditions, AHNA, in its sole discretion, may, terminate this License Agreement upon not less than thirty (30) days written notice to Publisher or Author(s); (a) the filing of any voluntary or involuntary petition in bankruptcy by or with respect to Publisher or Author(s), (b) the making of an arrangement or composition with creditors of Publisher or Author(s), (c) appointment of a receiver of the business of Publisher or Author(s), or (d) the voluntary or involuntary liquidation of the business of Publisher or Author(s).

10. Any notices given under the License Agreement shall be in writing and, if such notices are for termination of this License Agreement, shall specify the Termination Date. The notice shall be deemed to have been given or made: (i) if delivered in person, immediately upon delivery; (ii) if by facsimile, immediately upon transmission; (iii) if by nationally recognized courier service, upon the specified delivery date; or (iv) if by certified mail, return receipt requested, five (5) days after mailing.

11. At the termination date, whether termination shall be with or without cause, AHNA’s representative shall have the right to acquire possession of any unused materials bearing the AHNA Seal, unless, prior to the Termination Date, Publisher or Author(s) notifies AHNA that Publisher or Author(s) will re-label or repackage the product or publication so that the AHNA Seal is not used. Publisher or Author(s), from and after Termination Date, shall discontinue all used of the ADA Seal on or in connection with product or publication, and shall discontinue any and all references to AHNA and/or the AHNA Seal in connection with promotion, marketing or advertising product or publications, or otherwise. The foregoing does not, in any way, limit the actions that AHNA may take in the event of the termination of any rights or authority conferred by this License Agreement.

12. Publisher or Author(s) may not assign any rights or delegate any duties under this License Agreement without the prior written consent of AHNA and any such assignment made in violation of this provision shall be void.

13. Violation of any of the terms of this License Agreement shall be grounds for government regulations relating to the manufacture, packaging and distribution of product or publication.
14. In the event of any dispute between the parties arising from or relating to this License Agreement or the breach thereof, all disputes, claims, questions, or differences shall be resolved by binding arbitration. Arbitration proceedings shall be administered by the American Arbitration Association in accordance with the provisions of its then current Commercial Arbitration Rules. The place of arbitration shall be Topeka, Kansas. Judgment upon the award rendered in any such arbitration may be entered in any state or federal court sitting in Topeka, Kansas. Notwithstanding the foregoing, AHNA may seek injunctive relief in a court of competent jurisdiction, where appropriate, to protect its intellectual property including reasonable attorney’s fees.

15. In the event of any dispute between the parties arising from or relating to this License Agreement or the breach thereof, the prevailing party shall be entitled to recover its reasonable costs and expenses incurred in connection therewith, including reasonable attorney’s fees.

16. The waiver by either party of any breach of any provision of this License Agreement shall not operate to be construed as a waiver of any subsequent breach of the same or any other provision, and failure to exercise any right arising from any default or breach hereunder shall not be deemed a waiver of such right, which may be exercised at any subsequent time. No waiver of any provision of this License Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced.

17. The parties understand and agree this License Agreement constitutes a final, complete and exclusive expression of their agreements with respect to the matters set forth herein, and this License Agreement superseded any prior or contemporaneous agreements, commitments, discussions and understandings, whether oral or written, with respect thereto. The parties expressly understand and agree that evidence of course of dealing, usage of trade and course of performance shall not be used in interpreting this License Agreement.

18. This License Agreement is for the sole and exclusive benefit of Publisher or Author(s) and AHNA. No third party may rely upon any provision of this License Agreement of any purpose.

19. The following paragraphs shall survive termination or expiration of this License Agreement, regardless of cause:

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this License Agreement as of the Effective Date.

COMPANY

________________________________________
Exact Legal Name of product or publication

________________________________________
Address of Publisher or Author(s)

American Holistic Nurses Association

Terri Roberts, JD, RN
Executive Director
American Holistic Nurses Association
100 SE 9th St. Suite 3A
Topeka, KS 66612

AHNA Seal of Distinction Application Documents Draft 1
Name of Authorized Agent

______________________________

Title of Authorized Agent

______________________________

Terri Roberts, JD, RN
Executive Director

Signature of Authorized Agent

______________________________

Date

AHNA Seal of Distinction
Participation Fees

<table>
<thead>
<tr>
<th></th>
<th>AHNA Member</th>
<th>Non-Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Approval</td>
<td>$1,300</td>
<td>$2,000</td>
</tr>
<tr>
<td>Annual Renewal</td>
<td>$350</td>
<td>$700</td>
</tr>
</tbody>
</table>

Fees for retesting of failed product or publication: $900, $1300 for member and non-member companies.

Private Label Charges
Annual fee of $50 to list each private label name.

Seal program example for reference: