

Advertising Contract & Standards

OSHA Advertising Standards and Additional Contract Conditions

1. OSHA endorses equal employment opportunity practices and accepts only ads that are not discriminatory on the basis of race, color, sex, religion, age, national origin, sexual orientation, or physical handicap.
2. The acceptability of an ad for publication will be based upon legal, social, professional, and ethical considerations.
3. Ads must be in keeping with the professional policies of the Oregon Speech-Language-Hearing Association.
4. OSHA reserves the right to refuse, reject, or cancel any ad for any reason at any time without liability, even though previously acknowledged or accepted.
5. Acceptance of an ad does not imply OSHA's endorsement or guarantee of the product or service advertised. OSHA is not responsible for any claims made in an ad.
6. OSHA practice professionals review all ads for claims and use of person-first language.
7. Statements about and illustrations of all products must meet professional standards. They must not be deceptive or misleading by either statement or omission, must not disparage a competitor's product, and must not make unsupported claims.
8. Advertisers making claims are expected to have research data that substantiates these claims and that is easily assessable via a website and/or made available upon request.
9. Products must be in accordance with all applicable federal and state laws, and they must meet applicable FDA regulations and FTC requirements. Adherence to legal and regulatory requirements concerning the content of advertising is the manufacturer's responsibility.
10. OSHA does not accept ads for job sites.
11. Advertisers and advertising agencies assume responsibility for all contents of advertisements printed, and each represents that it is fully authorized and/or licensed to publish the entire contents and subject matter contained in its advertisements including:
 - the names, portraits, and/or pictures of living persons;
 - any copyrighted material;
 - any testimonials contained in any advertisement submitted to and published by OSHA.
12. Advertiser and agency will also indemnify and save harmless OSHA, as publisher, against all loss, liability, damage, and expense of any nature arising out of the copying, printing, or publishing of its advertisement, including without limitation reasonable attorney's fees resulting from claims or suits for libel, violation of rights or privacy, plagiarism, copyright, and trademark infringement.
13. The fact that an advertisement for a product, service, or company has appeared in an OSHA publication shall not be referred to in collateral advertising.
14. The word Advertisement will be placed with copy that in the publisher's opinion resembles editorial matter.
15. Advertising agency agrees to pay charges for advertising published at its direction.
16. Rates, conditions, editorial calendar, and space units may change without notice.

Adapted from American-Speech-Language-Hearing-Association (ASHA) Advertising Standards and Conditions, 2013.