

CITYLINK 16 GOVERNMENT PROGRAMMING SPONSORSHIP POLICY, PRINCIPLES, AND GUIDELINES

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CITYLINK 16 GOVERNMENT PROGRAMMING SPONSORSHIP POLICY, PRINCIPLES, AND GUIDELINES

It is the policy of the City of Sioux Falls (“City”) to accept underwriting sponsorships from sponsors to help support the cost of CityLink 16 government programming; provided that, the sponsorships are in conformance with the principles and guidelines set forth herein. These principles and guidelines are based in part upon those requirements applicable to public broadcasters and the applicable provisions of any franchise agreement currently in effect with the City, and are necessary to ensure that CityLink 16 government programming maintains its noncommercial character. The sponsorship policy and its supporting principles and guidelines will be implemented by CityLink 16.

For purposes of these principles and guidelines, a “**sponsor**” is a third party business, partnership, firm, company, corporation, or foundation that has voluntarily contributed cash (or substantial in-kind services) to finance, in whole or in part, the production or acquisition of programming shown on the City of Sioux Falls’ Government Access channel known as “CityLink 16”; and a “**spot**” is any form of sponsorship credit given in conjunction with underwriting provided for a CityLink 16 government production, no more than 15 seconds in duration, produced by CityLink 16 or its designee, acknowledging the program sponsorship, and meeting the requirements described herein. See Appendix A.

Funds received through the sponsorship program will be restricted to funding of television government programming on CityLink 16, in accordance with the principles and guidelines set forth herein. The City will invite and accept sponsorships from private, public, and Internal Revenue Service certified nonprofit entities. When a sponsorship has been approved, CityLink 16 will produce a spot to be cablecast on CityLink 16.

I. SPONSORSHIP PRINCIPLES

CityLink 16 is a municipal government channel providing government programming over its government access cable channel under the terms and conditions of its cable agreement and applicable federal, state, and local laws and regulations. Government programming is noncommercial in nature and is intended to be used as a forum for the government to communicate with and provide information to its citizens, consistent with the policies of the City, and to show government at work. CityLink 16 is therefore responsible for and has full editorial discretion and control over all government programming, including its form and content, and will make government program and content decisions based upon what it determines, in its sole discretion, will serve the best interests of the public.

In order to ensure that government program content maintains its character as government speech, that there is not the appearance that the program material was improperly influenced by consideration, and that there is not the appearance that the City supports a particular individual who may file for public office, the City has implemented the following requirements and restrictions:

- Editorial control of the form and content of CityLink 16 government programming and the spots shall be solely exercised by the City;
- Spots and program funding will not create the perception that editorial control has been exercised by someone other than CityLink 16 or that the program has been inappropriately influenced by its funding sources;
- The noncommercial character of CityLink 16's programming is protected and preserved;
- CityLink 16's programming shall conform to applicable laws, rules, and regulations;
- Sponsorships shall not be accepted from or on behalf of individuals; and
- Sponsorships shall not be accepted for City Council meetings or any other City Board, Commission, or Committee meetings.

The City has established the government programming sponsorship program to generate revenue for programming. The spots provide acknowledgement of the sponsor's support for particular programming and are not intended to promote the views of the sponsor or provide a forum for communication by the sponsor. Thus, spots are programming over which CityLink 16 will maintain full editorial control and discretion. The City has determined that the following content within spots will not be allowed:

A. Political Content. In order to avoid the impermissible use or the appearance of the impermissible use of public resources in the support of a campaign for election of any person to any office or the promotion of or opposition to any ballot proposition, the City will not accept sponsorships from political candidates, political parties, or political ballot committees that contain political content or would have the appearance of containing political content. For purposes of this policy, sponsorships with political content are any messages involving political issues or candidates, including, but not limited to, candidate sponsorship, ballot issue sponsorship, and all types of informational sponsorship related to candidates or political issues at any time, or having the appearance of the same.

B. Religious Content. In order to avoid any appearance of the impermissible use of public resources, the City will not accept sponsorships with religious content. For purposes of this policy, sponsorship with religious content is any sponsorship describing or promoting any religious belief or containing depictions of any religious figures or symbols or having the appearance of the same.

C. Sexual Content. To protect the public, and especially minors, the City will not accept sponsorships that contain sexual content.

D. Tobacco Products. Because the use of tobacco products has a detrimental effect on public health, the City will not accept sponsorships promoting tobacco products.

E. Alcohol Products. Because the abuse of alcohol has a detrimental effect on public health and safety, the City will not accept sponsorship promoting alcohol products.

F. Firearms. The City will not accept sponsorships promoting firearms.

G. Exploitation of Children. To protect the public, and especially children, the City will not accept sponsorships that support, encourage, or depict exploitation of children.

H. Nonconforming Content. The City has a duty to determine what programming will best serve the public interest. Therefore, the City reserves the right to prohibit content or reject any material or sponsorship that does not conform to the policies and views of the City as expressed through the resolutions and ordinances of the governing body of the City or through its policy-making officials, elected or appointed.

II. SPONSORSHIP GUIDELINES

The City has developed the following sponsorship guidelines to assist it in the review of all proposed government program funding, sponsorship, and spots for compliance with the sponsorship principles. It will apply these guidelines to determine whether the proposed program funding, sponsorship, and the form and content of the spots comply with such principles and applicable requirements of law. If the proposed program funding, sponsorship, or spot is not in compliance with the sponsorship policies, CityLink 16 will attempt to advise the sponsor and may reject the proposed program funding or edit the spot to bring it into compliance. If the proposed program funding, sponsorship, or spot cannot be brought into compliance with the sponsorship principles, sponsorship fees will be declined and the proposed spot will not be produced or cablecast on CityLink 16. The selection of spokespersons, format, subject matter, duration, and scheduling of the spot is solely within the discretion of the City.

A. Full Disclosure. The City requires full and fair disclosure of the “true identity” of all program sponsors. The purpose served by the spot is to identify the sponsor in the interests of full disclosure, not to promote the sponsor or its products and services. A spot must contain the legal corporate name of the sponsor. Upon sponsoring a program on CityLink 16, sponsors must identify all contributors and the amounts they have provided. Sponsors are required to disclose all written or oral funding arrangements for the program sponsorship. Unless agreed upon under separate contractual terms, CityLink 16 retains exclusive ownership and control of copyright, as well as control of ancillary rights and products related to its productions. Additional guidelines are as follows:

1. Corporate Divisions and Subsidiaries. If program funding derives from a *bona fide* operating division or subsidiary of a corporation, that division or subsidiary may be identified by its logo or name. It is not necessary to identify the parent corporation, but it is permissible to do so (*e.g.*, a credit may be given to Lincoln-Mercury or to the Lincoln-Mercury Division of the Ford Motor Company).

2. Brand Names. In some cases, the name of a corporation and its brand are the same; for example, Coca Cola, Apple, and VISA. But in some cases, brand names are not the same as the corporation's name, nor are they *bona fide* divisions or subsidiaries of the parent company. For example, "Jell-O™" is a brand owned by Kraft; "Crest™" is a brand owned by Procter & Gamble. Brand names that are not corporate entities may still be identified as a sponsor, provided that the corporate owner of the brand name, *i.e.*, the accountable entity, is also fully and clearly disclosed on-air. One way this can be accomplished is by superimposing a lower-third disclosure statement, e.g., "*Jell-O™ is a registered trademark of Kraft.*"

3. Dual Credits. While these guidelines permit *bona fide* corporate divisions, subsidiaries, and brands to be identified as sponsors, this accommodation may not be used as the pretext for providing a single sponsor with two underwriting announcements in a single credit. In the case of multiple grants to the same program from multiple divisions, subsidiaries, or brands of a single corporate parent, CityLink 16 will examine the facts on a case-by-case basis to determine whether the grants were sufficiently separate or coincidental to warrant separate credits. The main concern will be whether the underwriting is indeed being provided by separate and independent entities, and will so be perceived; or whether, taking into account all the circumstances of the financial commitments and the creative elements of the spots, the separate underwriting is, or will be seen as, an attempt to circumvent the guidelines.

B. Advance Approval. Scripting for spots shall be developed in partnership by sponsors and the City. Approval for all spots will be conditioned upon adherence with the sponsorship principles and guidelines. All spots appearing on CityLink 16 shall be produced by, or under the direction of, a CityLink 16 staff member as designated by the City.

C. Identifying Information. Spots may include the following identifying information in addition to the sponsor's name:

- Logos or slogans which identify and do not promote
- Location information and telephone numbers
- Value neutral descriptions of a product line or service
- Brand and trade names and product or service listings

D. Regulatory Compliance. The television depiction or description of some products or services is regulated by the Federal Trade Commission, the Food and Drug Administration, and other federal agencies. Due to the volume and complexity of these regulations, the City must rely on the sponsor and its sponsorship agency to ensure that spots are produced in compliance with applicable regulations. It is therefore the obligation of the sponsor to ensure that the spots depicting products or services comply with all applicable federal, state, and local laws and regulations. In addition, the City reserves the right to require the sponsor to indemnify the City and its member stations against claims or losses arising from alleged or actual noncompliance with such federal, state, and local laws and regulations.

E. Fair Treatment. It is the intent of the City to ensure that sponsors are all treated fairly and consistently with respect to spots, to ensure that all spots are presented in ways that are aesthetically pleasing, to minimize clutter and extraneous

material, and to establish clear standards that can be incorporated in the administration of underwriting policies.

F. Other Restrictions. Spots shall not include preproduced underwriting announcements, audio logos, or musical themes.

G. Business Necessity. The City may reject program funding spots if it determines that accepting such funding will have a negative effect on existing or future sponsorships or will communicate a message that is incompatible with the policies and views of the City.

H. Programming Restrictions.

1. Children/Youth Programming. Young people are a special audience with fewer critical skills and greater vulnerability with respect to televised messages. Therefore, every effort will be made by the City to avoid even the appearance that children are being exploited by, or through, government programming, including the spots.

2. How-To Programs. The City shall ensure that the editorial integrity and the noncommercial nature of its programs are vigorously maintained. Because how-to programs contain frequent references to consumer products, such as food, gardening, and building items and implements, the spots on how-to programs must not contain any product identifications that would create the perception of a commercial connection between the program and the sponsor or its products or services.

Special rules pertaining to spots for children's and how-to programs are set forth in Sections IV (C) and (D).

III. APPLICATION TO SPONSORSHIP ARRANGEMENTS

This section addresses the process for determining the acceptability of proposed sponsorship arrangements. If the proposed sponsorship arrangement is determined to be acceptable, a separate evaluation of the proposed spot will then take place (see Section IV).

Three "tests" are applied to every proposed sponsorship arrangement in order to determine its compliance with the sponsorship principles:

- Editorial Control Test: Has the sponsor exercised editorial control? Could it?
- Perception Test: Might the public perceive that the sponsor has exercised editorial control?
- Commercialism Test: Might the public conclude the program is on CityLink 16 principally because it promotes the sponsor's products, services, or other business interests?

The following describes these tests and their application in more detail.

A. Editorial Control Test.

CityLink 16 is committed to producing programming in accordance with the highest ethical, journalistic, and professional standards.

So long as the City, through CityLink 16, continues to hold itself out as source of local information, it must guard diligently against abusing the public trust placed in its programming. The audience has a right to feel secure in its assumption that program judgments are being made by professional journalists who are held accountable as trustees of this public resource. To allow program judgments to be controlled by program sponsors would be to breach the public's trust. Therefore, the City will not accept a program if the sponsor has asserted, or has the right to assert, editorial control over a program.

The City's consideration of issues of actual editorial control also includes arrangements with third parties regarding control of program copyright, ancillary rights, and/or the provision of in-kind goods or services made prior to CityLink 16 cablecasting of the program. To the extent that, through such arrangements, a third party exercises or attempts to exercise editorial control over a program's content, the program will not be acceptable for CityLink 16.

The City recognizes that the key to applying this principle is the definition of inappropriate editorial participation or program control by a program sponsor (or other third party) and that the definition of "inappropriate participation or control" may vary depending upon the general nature of the program or the stage at which the participation occurs.

In general, a program sponsor's participation in the development of broad program concepts or proposals it might wish to fund is not considered an aspect of editorial control unless the facts and circumstances warrant a different conclusion. Thus, a program would be acceptable where the potential program sponsor were to make it known that it would be interested in funding;¹ for example, a series on the performing arts or, more narrowly, modern dance.¹

Though program ideas will, in most cases, be generated by program producers, the City does not prevent sponsors that have conceived ideas for new programs from acting as a catalyst to see their ideas realized on television. On the other hand, the City will not accept or produce a program where the potential sponsor has removed control and discretion from the station by specifying in detail what the resulting program or series should be, or by pre-ordaining the conclusion the viewer should draw from the materials presented. What constitutes such control will depend on the circumstances, although the strictest standard will be applied to current affairs programs.

A program sponsor's actual participation (or right to participate) in the program production process, after the initial idea stages are complete and after a producer has been engaged, will be considered to be the assertion (or the right to assert) editorial control over the program or program series, and the proposed program funding will be

¹ This assumes of course that the proposed series has not been created to serve the business or other interests of the funder, which would be unacceptable.

unacceptable for CityLink 16. The right to such control or its actual assertion can take many forms. For example:

- The program sponsor's insistence, by contract or otherwise, on choosing, for example, individual dramas within a drama series, or holding or exercising veto power over a producer's selection of dramas.
- The program sponsor's insistence, by contract or otherwise, on reviewing scripts, outlines, or treatments after the initial funding decision is made, whether or not such review could result in termination of the grant. The same would be true where the sponsor retains the right to bar delivery of the programs to CityLink 16. The ability to withhold or control distribution will be treated in the same manner as the ability to control content.
- The program sponsor's insistence, by contract or otherwise, on being present in the editing room or approving or reviewing rough cuts, fine cuts, or the final program prior to cablecast. The potential for influence is so palpable in these situations that, even if nothing were changed as a result of such participation, the resulting program would not be acceptable.
- The program funder's insistence, by contract or otherwise, on owning or controlling the copyright or other program rights to the production it funds. Ownership of copyright establishes actual editorial control in terms of both program content and the right to control program distribution. Therefore, program funders may not hold or control copyright to a program.
- The deliberate avoidance or alteration of certain material topics within a program or treatment in order that a particular sponsor is deemed acceptable by the City.
- The program sponsor's insistence, by contract or otherwise, to participate in or attempt to control the program scheduling process. Funding arrangements that call for such participation would be unacceptable.
- The program sponsor's insistence, by contract or otherwise, on a "stepped" or contingent funding arrangement that enables the sponsor to become involved with program content.

B. Perception Test.

The City provides programming services resulting from good faith professional judgments free from sponsor restraints or controls. This commitment is necessary to hold the trust and respect of its viewers. Therefore, the City must guard against the public perception that editorial control might have been exercised by program sponsors.

One of the City's objectives is to earn public trust and to sustain that acceptance through the quality and integrity of its programming. Therefore, even if CityLink 16 professionals know that programs have not been inappropriately influenced by program

sponsors and therefore would be acceptable under the editorial control principles set forth above, steps must also be taken to avoid the public perception that program sponsors have influenced professional judgments.

In general, the perception test will be applied most vigorously to current affairs programs and programs that address controversial issues. In these cases, when there appears to be a clear and direct connection between the interests or products or services of a proposed sponsor and the subject matter of the program, the proposed funding will be deemed unacceptable regardless of the sponsor's actual compliance with the editorial control provisions of this policy.

In some cases, the joining of a problematic sponsor with one or more neutral sponsors may make the problematic sponsor acceptable, as any perception that it may have exercised content control would be mitigated by the presence of the other sponsors.² In such cases, the problematic sponsor should be a minority rather than a majority sponsor, and should be credited as such. Caution should be exercised to ensure that the mitigating effect of multiple funding arrangements is not offset by sponsorship or promotion by the producer or sponsor that would tend to suggest sole or primary funding by the problematic sponsor.

Perhaps the most difficult aspect in administering these guidelines is the question of the possible public perception of editorial involvement and the direct and immediate interests of the sponsor in the subject matter. Each situation is unique and requires careful, thorough analysis.

The most important factor to be considered is the character and directness of the perceived connection between the program sponsor and the subject matter of the program. For the purpose of this analysis, the subject of a program will be considered to be those subjects and issues which a program might reasonably be expected to cover—not simply those subjects that are actually covered or proposed to be covered. In assessing the potential impact on the public of a perceived connection, various other factors will be considered as well. For example, the reputation of a continuing program series; the type and number of sponsors; the actual funding arrangements; the existence, character, and role of any independent panel of experts; any on-air disclaimer; whether or not the program was produced before the funding relationship was established; and any other factors that may appear to be relevant to the circumstance.

The City's consideration of perceived editorial control also includes arrangements for ancillary rights made prior to CityLink 16 distribution. Prebroadcast sales of ancillary rights to *bona fide* program distributors (or other entities, such as publishers) with an established business interest in the exploitation of ancillary rights is not ordinarily a matter for concern. However, ancillary rights arrangements with entities that are not normally in the distribution business can create the perception that the rights purchaser may have an editorial interest in the content of the program, and may therefore have inappropriately influenced the content of that program. If the purchaser of such rights has, or could be perceived to have, the kind of direct or immediate interest in the

² It should be noted, however, that some funders will be too problematic under any circumstance to be deemed acceptable—even as one of multiple funders.

content of the program that would be unacceptable if the purchaser were seeking to sponsor the program, then the program will not be accepted for distribution.

Similarly, the perception of inappropriate editorial influence can also be created by the provision of in-kind goods and services to a production by a party that has, or could be perceived to have, the sort of direct or immediate interest in the content of a program that would be unacceptable if the party were seeking to underwrite the program.

Thus, upon offering a program to the City, in addition to providing information about the sponsors of the program, it is the responsibility of the program producer/presenter to disclose to the City any arrangements for ancillary rights or in-kind goods and services, made either orally or in writing, with any entity that has, or could be perceived to have, any direct or immediate interest in the content of the program.

The perception of editorial control can also occur when sponsors seek to fund only selected programs within a series. Therefore, in general, programs within a current affairs or controversial issues series must be treated as a single unit, funding must be sought for the series as a whole rather than for individual episodes, and sponsors must be credited for the run of the series and must not vary from program to program. This is to avoid situations where a sponsor seeks, or would appear to seek, to fund only that part of a series in which it has a particular interest, or may offer to fund one part of a series in order to ensure production of some other part for which such funding would be unacceptable due to a direct interest of the sponsor in the subject matter. As a general rule, a sponsor that would not be acceptable for any single program in a series would not be acceptable to fund any other part of the same series.

There can be exceptions to this rule: For example, an anthology series might incorporate diverse acquisitions, each funded independently of the umbrella anthology and with each crediting its own set of sponsors (but with all episodes crediting the sponsor of the umbrella series). In another case, additional funds may be received after a series begins and the sponsor may be credited on only the remaining programs in the series. However, the City must approve in advance any such exceptions.³

The following examples are offered to further illustrate the application of the perception test:

- A long-standing series of debates, accepted by the public as having an unassailable reputation, could be funded by a corporation that might have a stake in one or more of the individual subjects debated. Here, the credibility of the series has been established and the debate format is less susceptible to manipulation than other formats.

³ When the additional contribution is received after the series begins and is small relative to the entire program budget, a producer may be permitted to credit the new funder on only a fixed block of episodes, even though the series may be repeated at a future date. This may also be permitted where there is little risk that viewers would perceive that unacceptable control had been exercised by the additional funder.

- A series of documentaries, interviews, and commentary on the subject of drug abuse would not be accepted if funded by a special purpose nonprofit corporation whose principal mission is to foster the understanding of drug-related community programs, even if the series proposal suggests that it will not deal with the more controversial aspects of drug abuse and its proposed solutions. A reasonable segment of the informed public might readily conclude that the series was funded in order to foster the views and objectives of the program sponsor.
- Similarly, a nonprofit organization whose mission is to eradicate heart disease or to raise money for leukemia research could not fund a program designed to educate the public about these respective illnesses. Again, even though the program may not contain controversial subject matter, and even though there might be few who would criticize the goals of these organizations, a reasonable segment of the public might readily conclude that the program was created solely to promote the interests of the sponsor.
- A Jewish social welfare organization could not fund a documentary on a prominent Nazi figure. The inherently controversial nature of the program, along with the organization's presumed direct interest and stake in the subject matter, combine to make this underwriting arrangement unacceptable. Again, the public might readily conclude that the program was created to foster the views and objectives of the sponsor.
- Conversely, a major oil company could be the sole sponsor of a three-part documentary examining the American presidency from early times to the present. Here, the format of the program does not lend itself to any perception of manipulation by the sponsor, the program has a strong historical focus, and although an oil company does have an interest or stake in administration policy, any reference to or coverage of energy issues would be minor and incidental to an examination of the office of the presidency.

C. Commercialism Test.

The City attempts to closely follow public broadcasting rules for noncommercial use and further is generally prohibited under its cable agreements from commercial use of its government access cable channels; therefore, the City will vigorously protect the noncommercial character of its programming.

A commercialism test will also be applied to determine whether certain proposed sponsorship arrangements are acceptable to the City. In applying this test, the City will carefully analyze the relationship of the sponsor and its business interests to the subject matter of the program.

The interest to be protected here is both the fact and the public perception that the City's selection of programs and the content of those programs is responsive solely to the perceived needs of the public which it serves—not to the commercial interests of corporations or other entities who may fund CityLink 16 programs. The concern is less that the connection might bring about actual sponsor control of the program content,

although this danger may indeed be present. Instead, the concern is the damage to CityLink 16's reputation that could result from a funding arrangement that is so self-serving or self-congratulatory that a reasonable public could conclude that the program is on CityLink 16 solely or principally because it promotes the sponsor's products, services, or other business interests. Further, the City must ensure that it complies with its obligations under the cable agreements not to use the government access channel(s) for commercial purposes.

Thus, the policy is intended to prohibit any funding arrangement where the primary emphasis of the program is on products or services that are identical or similar to those of the sponsor. If, however, the product or service depicted is merely incidental or of secondary importance to the program, the funding would be allowed.

The following examples illustrate how the commercialism principle is applied:

- A manufacturer of photography equipment would be permitted to underwrite a general how-to series on photography composition and film developing, but could not fund a program which prominently featured the company's products or which compared products or services similar to those offered by the sponsor.
- A pharmaceutical company could fund a 13-part series examining the working and functions of the human body. The commercial tie between the sponsor's products and interests and the subject matter of the series is too attenuated to prohibit this funding arrangement, since the series deals with the human anatomy, not health care.
- An oil-producing company could fund a program concerning an art exhibit it has sponsored, provided that the company has not exercised control over the exhibit itself.
- A company could sponsor a program focusing on the life and career of a famous architect who designed the building which houses that company, even though the program might include a brief or coincidental reference to the architect's connection to the sponsor's building. This situation would not be acceptable, however, if the program focused entirely or primarily on the building in question.

Finally, producers are cautioned to scrupulously avoid "product placement" arrangements; i.e., the deliberate or gratuitous appearance in the program of an underwriter's product or service in a way that draws attention to or features that product or service in any way whatsoever. Producers need not substitute a competitor's products for those of an underwriter, but must use care to ensure that any appearance of an underwriter's product is purely incidental and could not be misconstrued as a product placement.

IV. GUIDELINES FOR SPOTS

Once a sponsorship arrangement has been approved, the next step is to review and approve the proposed spot that will identify the sponsor(s). This section sets forth the guidelines applying to credit content, duration, and placement.

A. Overall Appearance and Effect of Credits. The on-air appearance and overall effect of each spot and sequence must be in keeping with the noncommercial nature of CityLink 16.

1. Sponsor Name or Logo. All sponsors must be identified in video by their name and/or logo. If a logo by itself does not adequately disclose the identity of a sponsor, then the sponsor's name must be stated in audio or video. A sponsor may not be anonymous.

2. Additional Identifying Information in a Credit. In addition to the foregoing, a spot may contain additional information in audio, video, or both to help identify a sponsor. Any language that in the City's judgment is gratuitously or blatantly promotional is not acceptable. In addition, information that would appear to be self-congratulatory or that could be construed as an advocacy position on a particular issue or subject will not be acceptable.

The City will avoid the use of certain types of language, phrases, and visuals, such as the following, which it deems promotional. Spots, therefore, will not include:

- a. A call to action to use a product or service, or inducement to buy, sell, rent, lease, or visit (e.g., "come in today and take a test drive" or "six months free service when you buy," or "guaranteed for life");
- b. Qualitative or superlative description of a company, its products, or service (e.g., "the most intelligent car ever built");
- c. Pricing information or indication of associated savings or value (e.g., "only \$160 down and \$160 per month," or "7.7% interest rate available now," "affordable," "discount," or "free");
- d. Logograms or slogans that contain comparative or qualitative descriptions or are promotional in nature;
- e. More than three trade names, products, or service listings in a single announcement;
- f. Any form of misrepresentation;
- g. Direct comparison with other companies or with other companies' products or services;
- h. Endorsements (e.g., "recommended by 4 out of 5 doctors for headache pain"); or
- i. Demonstrations of consumer satisfaction.

Some of the words and phrases that the City may find to be unacceptably promotional include:

efficient	economical	dependable
dedicated	prompt	fair price
reliable	excellent	leading
luxury	quick and clear	accommodating
honest	quality	number one

The context in which the word or phrase appears must always be taken into account and a separate judgment must be made for each spot. The line separating permissible from impermissible, in wording and visuals, is not always a bright one. Accordingly, the City retains the discretion to interpret language and other elements for purposes of compliance with the sponsorship policies.

The following types of additional identifying information are generally acceptable:

- Value-neutral descriptions of a product line or service
- Brand and trade names and product or service listings
- Visual depictions of specific products
- Location information, including telephone numbers and Web addresses
- Logograms or slogans which identify and do not promote⁴

B. Other Factors to be Considered. The City cannot anticipate and thus include in these guidelines every use or possible combination of creative elements that constitutes an underwriting credit or sequence of credits. Therefore, in evaluating a proposed underwriting message, the City will consider analogous FCC decisions as well as elements of the creative content which can affect the overall tone and character of an underwriting announcement, such as:

- Music
- Number and speed of video cuts
- Voice quality and inflections
- Verbosity
- Dwelling on product features
- Primary emphasis⁵

In general, a corporate, institutional, or “image” spot may be more easily adaptable than other types of spots for a City underwriting message. Messages that seek primarily to promote CityLink 16, generally, or align with the City’s policy and principles as stated herein are encouraged. In any event, in reviewing proposed underwriting messages, the City may suggest appropriate revisions and shall have final judgment regarding acceptability.

⁴ Slogans or corporate positioning statements are evaluated in the same way as any other additional identifying information. The degree to which a slogan is an established part of a sponsor’s identity will also be taken into account.

⁵ In some cases, the sequence of certain visual or audio elements may impermissibly tip a message in a promotional direction, and CityLink 16 may suggest reordering certain elements for a more appropriate result.

C. Children's Programs. Children are a special audience with fewer critical skills and greater vulnerability with respect to televised messages. Therefore, every effort will be made to avoid even the possibility that children are being exploited, including the spots.

These special rules are intended to provide guidance on spots that are directed to children and that involve brands and products that may be especially appealing to young viewers (such as foods, beverages, and toys). These are the kinds of spots and content that will most often raise concerns about the commercial exploitation of young viewers.

These rules are not meant to prohibit conventional spots on children's programs where the message is clearly targeted to an adult audience and the product or service is of little interest to the young viewer. Each case will be evaluated on its individual merits.

Spots designed and intended to be appealing to audiences under twelve (12) years of age must comply with the following rules. These rules may also apply to special versions of children's programs distributed by CityLink 16 in other dayparts.

1. As in all cases, the spot must identify the sponsor in the manner described in this Article IV. The spot may also include a brief, generic, value-neutral description of the sponsor's product or service. For example, "This program is underwritten by . . .

Chuck E. CheeseTM restaurants"
FritosTM corn chips"
MicrosoftTM electronic learning systems"

2. The credit may use the sponsor's logo in video and may also, for further identification, include a brief depiction of the sponsor's mascot or spokes character to accompany the sponsor name or logo. To avoid encouraging children to use or consume a sponsor's products, product depictions are not allowed; further, a sponsor's name or logo may not be shown on a product package.

3. The remainder of the spot should be either (1) a message of support for CityLink 16 and government television, or (2) a message that promotes learning and education. Examples:

- XX corporation supports "The Magic School Bus" and other programs that further learning, exploration, and discovery."
- "Exercise your head. Read! is brought to you in part by the xx corporation."
- XX program is made possible in part by a grant from xx corporation, who reminds you to take time each day for reading."

Sponsor messages that are unrelated to the City, CityLink 16, government television, or program content are strongly discouraged and are unlikely to be accepted.

D. How-To Programs. The City must always exercise care to ensure that the editorial integrity and the noncommercial nature of its programs are vigorously maintained. Because how-to programs frequently contain references to consumer products (such as food items, gardening, and building products and implements, etc.), the spots on how-to programs must not contain any product identification that would create the perception of a commercial connection between the program content and the sponsor's products or services.

Producers are also cautioned to scrupulously avoid "product placement" arrangements, or the appearance thereof; *i.e.*, the deliberate or gratuitous appearance in the program of a sponsor's product or service in a way that draws attention to or features that product or service in any way whatsoever. Producers need not substitute a competitor's products for those of a sponsor, but must use care to ensure that any appearance of a sponsor's product is purely incidental and could not be misconstrued as a product placement.

E. Text of Credits for Production Funding. Subject to the following guidelines, the introductory text of a spot shall be generally left to the discretion of CityLink 16. Texts will differ depending, generally, on whether the funds were used to produce or to acquire the program.

1. Opening Credits.

Alternative 1: "This program is made possible (in part) by a grant from. . . ."⁶

Alternative 2: "This program is made possible (in part) by. . . ."

Alternative 3: "(National) funding for this program was provided (in part) by. . . ."

Alternative 4: "This program is underwritten (in part) by. . . ."

Alternative 5: "Major funding for this program was provided by. . . . Additional funding was provided by. . . ." [To be used when there is a significant difference in the amounts of underwriting from two or more sponsors.]

Alternative 6: "This program is brought to you (in part) by. . . ." [This phrase may not be used when there is a close commercial connection between the sponsor's products or services and the content or focus of the program. The use of the phrase "brought to you by" must be specifically approved by the City.]

Note also that the name of the sponsor may be preceded by the phrase "the people of" or "the people at." However, phrases such as "your friends at" or "the experts at" are not acceptable.

The words "in part" should be used when production costs are only partially funded by sponsors and the balance is assumed by the producer of the program. This is intended to avoid any misimpression that the program was funded in its entirety by the sponsor when that is not the case. (Program producers are never

⁶ If desired, producers may use the name of the program or series title in place of "This program." This option is applicable to Alternatives 1–6.

credited as sponsors, even though they may have contributed to the cost of the production.)

The alternatives above are suggestions. Subject to the City's approval in advance, other language may be used⁷ so long as phrases do not closely imply a commercial interest or editorial participation by the sponsor. For this reason, "presents" may not be used. "Sponsored by," because of its extensive use in commercial television, is discouraged; however, variations of that phrase, such as, "Corporate sponsorship provided by," may be acceptable in limited cases, for major corporate contributions.

2. Closing Credits, Noncontroversial Issue Programs. The alternatives for the wording of closing credits are the same as those listed above for opening credits, although the past tense may be used (e.g., "was made possible by").

3. Closing Credits, Controversial Issue Programs. If the program treats a controversial issue, the closing funding credit should also include the following statement. It should be a part of the funding announcement, but should precede the identification of any sponsors:

"This program was produced by WXXX-TV, which is solely responsible for its content."

Following this statement, any of the alternatives listed above may be used.

F. Text of Credits for Acquisition Funding. When a program or series is acquired by the City and the acquisition costs are provided by a sponsor, the following language should be used to indicate that the funding credit given in the spot is solely for acquisition costs and not for production costs:

1. Opening Credits. "Presentation/acquisition of this program (or "title") is made possible (in part, in major part) by (a grant from). . . ."

2. Closing Credits, Noncontroversial Issue Programs. Same as above; may change tense.

3. Closing Credits, Controversial Issue Programs. "This program was produced by (producer), which is solely responsible for its content. Presentation of this program (or "title") was made possible (in part, in major part) by (a grant from) . . . (and by (an) additional grant(s) from . . .)."

G. Frequency of Credits.

1. Noncontroversial Issue Programs. Sponsors may be given a spot at the beginning of a program and must be given a spot at the end of the program. (Although not required, it is the City's practice to permit spots to appear at the beginning and end of programs.)

⁷ E.g., in place of the introduction, a clear support message ("We're proud to support Great Performances on CityLink 16") may be woven into the body of the credit.

2. Controversial Issue Programs. The sponsor(s) of programs involving a discussion of controversial issues of public importance must be identified at both the open and close of the program.

H. Placement of Spots.

1. Opening Credits. The underwriting credit pod at the beginning of any program must begin no later than three minutes into the program. The funding credits must be presented in such a way as to maintain a clear separation from program content.

2. Closing Credits. Closing funding credits must appear either immediately before or immediately after the final production credits. CityLink 16 encourages producers to insert funding credits before production credits in order to separate and differentiate them from similar credits that may appear in the subsequent station break.

I. Order of Spots. When there is more than one sponsor for a program, sponsors should be credited in descending order of the amount of their sponsorship. Therefore, the sponsor that has made the largest sponsorship should appear first, and each additional sponsor should appear in descending order based on the amount of its sponsorship. When two or more sponsors provide grants of identical (or nearly identical) amounts, the order of their names may vary at the will of the producer.

It may be appropriate, under certain circumstances, to vary the order of the sponsors in a credit. In those cases, producers should take steps to ensure appropriate identification and avoid any confusion between major and minor sponsors. Note that the terms “major” and “minor” are imprecise and subject to interpretation.

J. Duration of Spots. Each time they appear, all sponsor credits shall appear together. The maximum allowable credit for any one sponsor is 15 seconds. The aggregate time for a credit sequence must not exceed 30 seconds.

Up to two 15-second Platinum, Gold, or Bronze Sponsorship credits will be permitted per underwriting credit pod.

Given the overall time constraints, there may be times when it is necessary for a 15-second spot to incorporate either a “preamble” introducing the sponsor (e.g., “This program is made possible in part by”), or otherwise weave a clear support statement into the body of the credit (e.g., “We’re proud to support the following Special Presentation on CityLink 16”).

Producers are strongly urged to parse credit time carefully and in a manner that is consistent with the relative level of each sponsor’s contribution, so as to treat all sponsors in a fair and consistent manner.

K. In-Kind Goods and Services. A production assistance credit may be given for in-kind goods and services that have been provided to the producer at no or nominal

cost. Production assistance credits may identify the actual product or service provided. The text of the credit will generally incorporate one of the following phrases:

- “Production assistance provided by . . .”
- “(Item/service) provided by . . .”
- “Special thanks to . . .”

Examples: “Scenes from Citizen Kane were provided by Turner Entertainment,” “Special thanks to the Bettman Archives,” “Production assistance provided by the National Geographic Society,” and “Air transportation provided by American Airlines.”

L. Credits for Program Distributors. Programs are sometimes acquired from program distributors and questions have arisen about whether and how distributors should be credited. Distributor credits are strongly discouraged in order to minimize clutter. Subject, however, to obtaining the City’s approval in advance, the City’s practices with respect to distributor credits are as follows:

- Distributor credits are permitted only for *bona fide* program distributors that are generally recognized as being primarily in the business of television program distribution.
- If a program is acquired from a *bona fide* program distributor and funding has been provided from a different source, the distributor credit must be placed at the end of the program. Since the distributor is not a sponsor, the content of the credit is negotiable.
- Alternatively, if a distributor furnishes a program free of charge, it has the option of a receiving a distributor credit or an underwriting credit, but not both. If the distributor chooses an underwriting credit, the credit must conform to these rules.
- If a program is furnished free of charge from a third party that is not a *bona fide* program distributor, the program provider will be treated as a sponsor.

V. **Decision Making, Oversight, Complaints Review.** The Director of Central Services, or designee, is responsible for the production, acquisition, scheduling, and cablecasting of programs on the channel and for operating the channel facilities. The Director of Central Services shall have final authority relating to appeals made concerning sponsorship decisions.

All sponsorships shall be nonexclusive.

Appendix A

The Spots have four levels of sponsorship:

Platinum level: \$1,500/12 months (or in-kind donation)

- Your company's name and logo appear on screen with voiceover identification and tag line immediately preceding and following special program.
- Competitive companies within the same field of business would not be run within shared sponsorship shows. Selection of programs to be sponsored is determined on a first-come, first-served basis.
- 160 viewings per month for one year (credit given at beginning and end of program counts as two viewings).
- Up to 15 seconds of credit time for each sponsor.
- No more than two sponsors per show.

Gold level: \$900/6 months (or in-kind donation)

- Your company's name and logo appear on screen with voiceover identification and tag line immediately preceding and following special program.
- Competitive companies within the same field of business would not be run within shared sponsorship shows. Selection of programs to be sponsored is determined on a first-come, first-served basis.
- 160 viewings per month for six months (credit given at beginning and end of program counts as two viewings).
- Up to 15 seconds of credit time for each sponsor.
- No more than two sponsors per show.

Silver level: \$150 per month (or in-kind donation)

- Supporting sponsor (multiple sponsors).
- Your logo is displayed with a voiceover message naming your company in the show's credits as one of the funders whose support helps make our program possible.
- Not available in shows with a Platinum, Gold, or Bronze sponsor.
- 160 viewings per month (credit given at beginning and end of program counts as two viewings).
- Up to 15 seconds credit time for all sponsors combined.
- Multiple sponsors.

Bronze level: Cost to be determined based upon production costs of program being sponsored

- Your company's name and logo appear on screen with voiceover identification and tag line immediately preceding and following special program.
- Competitive companies within the same field of business would not be run within shared sponsorship shows. Selection of programs to be sponsored is determined on a first-come, first-served basis.
- At least 20 viewings per month (credit given at beginning and end of program counts as two viewings).
- Up to 15 seconds of credit time for each sponsor.
- No more than two sponsors per show.