



Stanmore Public School P&C Sponsorship Policy

Policy title	Stanmore Public School P&C Sponsorship Policy
Effective date	<i>November 2017</i>
Review date	<i>November 2019</i>
Approved by	<i>Stanmore P&C Executive and Members 2017</i>

Revision History

Revision Date	Revision Description	Revision made by	Approved at meeting
16/8/18	Remove "Draft 21.11.17". Reformat. Fill in initial table Effective date, Review date, approved by. Addition to Attachment A asterix and note.	Suzy Leslie, Secretary	20/8/18

Purpose

This Policy outlines which agreements for sponsorship are considered appropriate for the Stanmore Public School P&C to consider by the governing body of its Executive Members and other P&C members. The final consideration will be vetted by the principal of Stanmore Public School on behalf of the Education Department. It will clarify how the Stanmore Public School P&C will manage these relationships and the information that must be provided in order for an application to be considered.

The aim of the Policy is to promote the vision and values of the Stanmore Public School by encouraging and enabling the Stanmore Public School P&C in consultation with the principal of Stanmore Public School, to consider and enter into sponsorship arrangements using a fair and transparent process.

All policy and procedural statements contained within this document are to be used as guidelines for volunteer members of Stanmore Public School P&C.

Definitions

Sponsorship is the negotiated provision of funds, goods and/or services in exchange for advertising, publicity or other benefits. Sponsorship may take the form of a financial donation and/or provision of material good/services or other resources, such as labour or facilities, in exchange for agreed acknowledgement.

A **Sponsorship Agreement** is a written document, which may take the form of an exchange of letters, sponsorship agreements or contracts, outlining the negotiated terms for a sponsorship with an individual, a business or an organisation (**Sponsor**).

Stanmore Public School P&C (SPS P&C) is an incorporated body under the Federation of Parents & Citizens Associations Incorporation Act 1976. The Stanmore Public School P&C raises funds to contribute to Stanmore Public School in areas not directly funded by the NSW Department of Education, but where the principal of Stanmore Public School (**SPS Principal**), in consultation with the SPS P&C, feels there is a need for additional support.



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Policy statement

The sponsorship activity must be consistent with the ethos of public education and the values, principles and goals of SPS. All sponsorship monies received by the SPS P&C will be classified as P&C funds and therefore managed in accordance with the Stanmore P&C Constitution and By-Laws..

No member of the SPS P&C Executive Members or the fundraising committee may personally benefit from any sponsorship arrangement excluding those related to events. Sponsorship opportunities for events will be developed separately and made available on an event basis.

The SPS P&C, wherever possible, will seek to promote sponsorship opportunities to all relevant organisations and businesses. The SPS P&C will not endorse a Sponsor's product and/or service.

Any conflicts of interest should be declared and the conflicted party will recuse themselves from the final approval process.

Sponsorship arrangements should be entered into with organisations that:

- have a presence in Stanmore or the local community
- have an affiliation with SPS in some way, and/or
- seek to market themselves to the parents and carers of SPS students, and not directly to students.

Monitoring and reporting responsibilities

The SPS P&C is required to:

- maintain accurate records of all sponsorship agreements
- advise the SPS Principal of all sponsorships at the outset of formal negotiations, and
- ensure details of sponsorship income and expenditure are provided to the SPS Principal to indicate how each sponsorship benefited students.

Authority to negotiate and approve sponsorships

The 'Sponsorship Checklist' (**Attachment A**) should be used as a guide in establishing sponsorship proposals.

Mandatory procedures

The negotiation of sponsorship agreements must proceed according to the following procedures no matter what the size and scope of the sponsorship arrangement:

- Sponsorship must be seen as an opportunity to enhance the education of students.
- Acceptance of a sponsor's product and/or service must not be made a condition for student participation in the sponsored activity or program.
- Any organisation whose name is associated with the manufacture, distribution or sale of tobacco products, pornography or armaments is not regarded as an appropriate sponsor. This would not necessarily preclude involvement with local clubs, supermarkets and other businesses, provided that their name is not linked to inappropriate products.
- When examining the appropriateness of a sponsor, the following should be considered:
 - The type of products or services the organisation markets
 - The marketing methods employed by the organisation
 - The impact that the organisation's products and processing have to the health of consumers, the community and/or on the environment
 - The public image of the sponsoring organisation as an employer, and
 - The capacity of the Sponsor to pay the proposed amount or the promised goods and/or services.
- A Sponsor will not be given exclusive rights to school or student activity, or restrict the activity of the SPS P&C in any way.



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- The SPS P&C must review the Sponsor's promotional material before the distribution of such promotional material.
- Communication to the school community about sponsorships will come from the SPS P&C, not from the school or the Sponsor and should be presented as such.

Contracts and written agreements

Each sponsorship agreement shall be made for a specific period and purpose. Sponsorship agreements may be re-negotiated by either party. Each sponsorship agreement shall contain a clause which allows for the cancellation of an agreement without penalty, where information questioning the appropriateness of the Sponsor comes to light after an agreement has been signed. The SPS P&C shall ensure all acknowledgement arrangements are detailed in the agreement to avoid any future dispute over the nature of their obligations.

Acknowledgement

The extent of the acknowledgement or advertising of the Sponsor, both verbally or in writing, will be at the discretion of the SPS P&C Executive Members and documented in the Sponsorship Checklist.

Endorsement

Although sponsorship agreements may provide exposure of the Sponsor's corporate logo and name, the written agreement must not endorse or recommend any product and/or service.

Decision-making Sponsorship proposals should be measured against (attachment) with final authority over any agreement being with the SPS Principal. The SPS Principal on behalf of the Education Department retains the right and the responsibility to revisit a decision if it is deemed inappropriate.

Significant or unique arrangements

Arrangements that are considered significant or unique by the SPS P&C Executive Members will be reviewed on a case by case basis and, subject to this Policy, may be approved by the SPS P&C Fundraising Committee after consultation with the SPS P&C Executive Members and the SPS Principal.



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ATTACHMENT A

Sponsorship Checklist

Sponsor:

Contact name:

Contact phone number:

Email:

If answering NO to any of the following questions, please ask for more information and refer to the SPS P&C Executive Members and SPS Principal.		
		Comments
Is there an educational or tangible benefit for the SPS P&C and/or the school?	Y / N	
Is the sponsor an ethical, reputable person/company?	Y / N	
Is this a one-off donation?	Y / N	
Is a verbal acknowledgement, an acknowledgement in the newsletter and/or a letter of thanks sufficient?	Y / N	
Is the sponsor's logo of appropriate size and appearance if being displayed?	Y / N	
Is the sponsor's logo to be displayed short- term (eg for the duration of an event)?	Y / N	
If answering YES to any of the following questions please complete a Sponsorship Agreement and refer decision to SPS P&C Executive Members and SPS Principal.		
Is the value of the sponsorship below \$5,000?		
Is the value of the sponsorship between the range of \$5,000 and \$20,000?	Y / N	
Does the benefit to the SPS P&C and the school overwhelmingly exceed the cost of the donation (eg the donation of a major asset of high value, such as a building,	Y / N	

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for modest endorsement of sponsor)?		
Is the proposal for a significant or long-term sponsorship?	Y / N	
Is the sponsorship for more than a one-off event?	Y / N	
Will the students or staff be expected to enter into any financial arrangements with the sponsor?	Y / N	
Does the sponsor require access to the students or student details?	Y / N	
Does the sponsor require representations (eg photos, names or logos) of the SPS P&C, the school or its students or staff?	Y / N	

Amount	Negotiation	Approval	Agreement type
Less than \$500	Members of the SPS P&C Fundraising Committee*	Members of the SPS P&C Fundraising Committee*	Email confirmation
\$500 to \$999 Members of the SPS	P&C Fundraising Committee*	Members of the SPS P&C Fundraising Committee*	Exchange of letters
\$1,000 to \$4,999	Members of the SPS P&C Fundraising Committee*	Members of the SPS P&C Fundraising Committee*	Exchange of letters
\$5,000 to \$19,999	Members of the SPS P&C Fundraising Committee*	In consultation with the SPS P&C Executive Members and SPS Principal.	Sponsorship Agreement
Greater than \$20,000	Members of the SPS P&C Fundraising Committee*	In consultation with the SPS P&C Executive Members and SPS Principal.	Sponsorship Contract

** If there is no current SPS P&C Fundraising Committee, then the relevant negotiation and approval will fall to the SPS P&C Executive*



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ATTACHMENT B

SAMPLE AGREEMENT FOR SPONSORSHIPS VALUED BELOW \$20,000

Sponsorship Agreement

Name of sponsor (Sponsor)

Address

.....

(Address of registered office, if applicable)

ABN (if applicable)

Details of sponsorship

(Please insert details of goods, services and/or money provided by the Sponsor)

.....
.....
.....

Period of sponsorship

From to

The Stanmore Public School P&C (SPS P&C) obligations <<insert details of any obligations and/or acknowledgments, undertakings and activities which must be provided for the Sponsor>>

.....
.....
.....

Conditions of sponsorship

The SPS P&C may, at any time, cancel this sponsorship agreement, entered into with the Sponsor, with immediate effect including, but not limited to, the following circumstances:

- the Sponsor is, or has been, directly involved in the production, manufacture or promotion of any product or service that could damage the physical health or mental wellbeing of the members of the public
- the Sponsor has made or received any payment or other inducement to or from the
- SPS P&C in connection with entry into this agreement
- the Sponsor becomes subject to any form of insolvency administration or a receiver, official manager or administrator is appointed over any part of the property of the Sponsor
- at the sole discretion of the SPS P&C, termination is warranted in the public interest.

The Sponsor reserves its right to terminate this agreement, by providing at least two (2) months written notice to the Stanmore Public School P&C.



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The Sponsor acknowledges that by accepting this sponsorship, Stanmore Public School and the SPS P&C is not endorsing the Sponsor's products, services and/or business activities.

Special conditions

(Please insert any special conditions here)

.....

.....

.....

Declaration

On behalf of the above named Sponsor, I agree to provide the sponsorship described above and agree to comply with the conditions of sponsorship and special conditions, if any, listed above.

Signature

Date

Name (Please print)

Title or position

(Please complete only if ABN provided above. For example, Director or Marketing Manager)



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ATTACHMENT C

SAMPLE CONTRACT FOR SPONSORSHIPS VALUED AT \$20,000 AND OVER

Sponsorship Contract

THIS AGREEMENT is made from the <date> (Commencement Date)

BETWEEN

The Stanmore Public School P&C of 100 Cambridge Street STANMORE NSW 2048, (hereinafter referred to as 'SPS P&C')

AND

<<Sponsor>>, of <<address (include ABN and address of registered office, if applicable)>>, (hereinafter referred to as 'Sponsor').

The SPS P&C agrees with the Sponsor to enter into an agreement to be a beneficiary of the following activities:

- A. <<insert details>>
- B. <<insert details>>

The Sponsor will provide <<update with specific details>>:

- Monetary donations via <<insert method>> on <<insert timeframes>>
- Proceeds from planned campaign/event
- Pro bono support of <<insert details>>

THE BENEFITS OR OUTCOMES TO THE SPS P&C AS A RESULT OF THE SPONSOR WILL BE AS FOLLOWS:

1. Term of agreement

This Agreement will commence on the Commencement Date and will continue in effect until <<insert date>> or until otherwise terminated, whichever is the earlier date.

2. Option term

The SPS P&C reserves the right to offer the Sponsor an option to renew the sponsorship agreement annually for an additional period at terms and conditions to be agreed upon between the parties at the time of the offer and based upon the SPS P&C's satisfaction with the terms, conduct and outcome of this Agreement.

3. Contract price

The Sponsor shall pay to the SPS P&C <<insert details>>.

OPERATIVE PART

4. Obligation of the Sponsor

The Sponsor agrees that it will:

- do all things necessary to the satisfaction of the SPS P&C in accordance with this Agreement
- ensure all advertising and promotional material is consistent with the terms of use as agreed to in this Agreement including, in particular, the use of the name, logo or other intellectual property of the SPS P&C or a related body or organisation, and
- regularly consult with and take into account any suggestions which the SPS P&C may make, from time to time, in relation to the Sponsor arrangement under this Agreement.

5. Obligation of the SPS P&C

The SPS P&C agrees that it will:

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- comply with the terms of the agreement as outlined above, and
- regularly consult with and take into account any suggestions which the Sponsor may make from time to time in relation to this Agreement.

6. Intellectual property rights

The Sponsor acknowledges that the SPS P&C's name and logo (or those of related bodies or organisations) is the intellectual property of the SPS P&C (or those of related bodies or organisations). The Sponsor will obtain prior approval from the SPS P&C prior to any use of the SPS P&C (or related bodies or organisation) name and logo.

The Sponsor acknowledges that by entering into this Agreement, the SPS P&C is not endorsing any product or service of the Sponsor and neither party should imply such endorsement.

7. Representations and warranties

The Sponsor represents and warrants to the SPS P&C:

- that it does not manufacture, provide or promote any products or services that could damage the physical health or mental wellbeing of members of the public
- the accuracy of all representations and statements made by the Sponsor, or on its behalf, in connection with negotiations held with the SPS P&C prior to entry into this Agreement
- that it has not made or received any payment or other inducement to, or from, the SPS P&C or its members in connection with entry into this Agreement, and
- pursuant to this Agreement, that the use by the SPS P&C pursuant of any logos or that material provided by the Sponsor for promotional purposes will not infringe the intellectual property rights of any person.

8. Termination

The SPS P&C's functions will continue to be carried out fully and impartially, notwithstanding the existence of this Agreement. Any attempt by the Sponsor to influence the SPS P&C's functions will result in an automatic review or termination of this Agreement.

Without limiting any other right or remedy of the SPS P&C, this Agreement may be terminated by notice in writing to the other party if:

- the Sponsor is or has been, directly involved in the production, manufacture or promotion of any product or service that could damage the physical health or mental wellbeing of the members of the public
- the Sponsor has made or received any payment or other inducement to or from the
- SPS P&C in connection with entry into this Agreement
- the Sponsor becomes subject to any form of insolvency administration or a receiver, official manager or administrator is appointed over any part of the property of the Sponsor, and/or
- at the sole discretion of the SPS P&C, termination is warranted in the public interest.

The Sponsor reserves its right to terminate this Agreement, by providing at least two (2) months written notice to SPS P&C.

9. Monitoring

The Sponsor and the SPS P&C will agree on a mutually satisfactory monitoring process for the life of this Agreement.

10. Reporting

The Sponsor must report to the SPS P&C any such information as the SPS P&C may reasonably require from time to time. The Sponsor must immediately notify the SPS P&C of any change in circumstances or other factors which would or might cause there to be an actual or potential conflict between the Sponsor's objectives and the SPS P&C's mission, objectives or interests.

11. Accountability

The Sponsor and the SPS P&C will agree on an appropriate accountability measure to ensure information about the origin, nature and extent of the project is available to the public.



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12. Evaluation

The Sponsor and the SPS P&C agree that either or both parties will conduct an evaluation of the project outcome.

13. Force majeure

Neither party will be held liable for any failure to observe obligations under this Agreement where such failure is wholly or substantially due to force majeure. The party seeking to rely upon the benefit of this clause must use its best endeavours to put itself in a position where it is able to meet its obligations under this Agreement as quickly as possible.

14. Dispute resolution

The parties agree to use reasonable efforts to resolve any dispute, which may arise between them under this Agreement by mediation or any other recognised methods or alternative dispute resolution before commencing court proceedings to resolve this dispute.

15. Confidentiality

This Agreement is confidential to the SPS P&C and neither its terms nor any particulars relating to it may be published or disclosed to any person by the Sponsor (except as required by law or to the extent necessary for the purposes of this Agreement) without the SPS P&C's written consent.

16. Assignment

The Sponsor must not assign or subcontract any part of this Agreement without prior written consent of the SPS P&C. Consent given by the SPS P&C in accordance with this clause does not relieve the Sponsor from its obligations under this Agreement.

17. Relationships between parties

Except as specifically provided in this Agreement, nothing in it is to constitute or be deemed to constitute a partnership between the parties or any party for any other purpose. No party shall have authority to bind the other or contract in the name of the other in any way or for any purpose.

18. Applicable law

This Agreement will be governed by and construed in accordance with the law of the State of NSW and the parties agree to submit to the jurisdiction of the courts and tribunals of the State of NSW.

19. Contact officers

All communications between the Sponsor and the SPS P&C shall be directed to:

SPS P&C Representative

Name:

Address:

Phone:

Email:

Sponsor Representative

Name:

Address:

Phone:

Email:



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EXECUTED for and on behalf of the Stanmore Public School P&C but not so as to incur personal liability, by:

.....
(Signature)

.....
(Name and position)

.....
(Signature of witness)

.....
(Print name of witness)

EXECUTED by and on behalf of **<insert Sponsor name>**

.....
(Signature of individual or authorised representative)

.....
(Name individual or authorised representative)

.....
(Signature of witness)

.....
(Print name of witness)



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ATTACHMENT D

ASSETS

Item	Value
SNIP article	
P&C website	
SPS website	
Brochure distribution	
Event major sponsor	
Goodwill	Unlimited
Facebook page	
Certificate	
Email to ask for additions to distribution list	



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ATTACHMENT F

FUNDRAISING OPPORTUNITIES

Activity name	Date	Cost	Requirements
Mother's Day			
Father's Day			
Big Night Out			
K - 2 Disco			
3 - 6 Halloween Disco			
Welcome Movie Night			
End of year / Christmas activity			
Kindy tea towels			
Easter goodies			
Christmas goodies			