

Burwood Council

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SPONSORSHIP POLICY

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Purpose

The purpose of this document is to establish principles for sponsorship agreements between Burwood Council and other parties, covering both Council seeking sponsorship and Council acting as sponsor.

Scope

This policy applies mainly to the Media, Communications and Events Section and the Library and Community Services Section where sponsorship arrangements are negotiated. Burwood Council Councillors may be involved in the sourcing and negotiating of sponsors.

Definition

Sponsorship - refers to the provision of money, services, products or other resources by one or more parties to another party for a specific purpose, in return for stated benefits to both or all parties. Sponsorship does not include the selling of advertising space, joint ventures, consultancies, and gifts or donations where the reciprocal benefit provided by the Council does not extend beyond some modest acknowledgement.

Policy

Burwood Council invites and seeks sponsorship for selected Council projects, events, services or activities.

Burwood Council may also act as sponsor for projects, events, services or activities which may be organised by another party or parties.

Councillors interested in assisting with sponsorship arrangements should work through the relevant Council Department and not seek to negotiate sponsorship independently on behalf of the Council.

Sponsorship arrangements above the value of \$50,000 are to be reported to Council for determination. Sponsorship arrangements for \$49,999 or less may be determined by the General Manager under delegated authority.

There should not be real or perceived conflict between the objectives and mission of the sponsored agency and those of the sponsor.

The proposed project/sponsorship arrangement must not interfere with Council's ability to carry out its regulatory functions fully, impartially and ethically. Sponsorship arrangement that impose or imply conditions that limit the Council's ability to carry out its regulatory functions fully and impartially will not be agreed to.

Sponsorship must not be sought from or provided to political parties.

Burwood Council will not seek sponsorship from or sponsor any party engaged in current or pending legal proceedings involving the Council or where the proposed project would contravene any section of the Local Government Act or where the proposed project may expose Councillors, the Council or its staff to conflicts of interest.

A sponsorship agreement may be refused or terminated in any case where, during the life of the sponsorship the sponsor or party being sponsored has a current application or matter before Council, or Council is aware of the possibility of an application or matter coming before the Council in the near

future or where the sponsor or party being sponsored is or is likely to be subject to regulation or inspection by the Council which may impose or imply conditions.

It is inappropriate for any Councillor or Council staff member or their relatives or partners to receive personal benefit from sponsorship agreements.

A sponsorship agreement outlining the full terms and conditions of the agreement will be recorded in writing and signed by both parties.

Sponsor benefits or sponsorship do not include implied endorsement by Council of the sponsor's goods or services or use of Council's logo to promote their products.

Guidelines for Seeking Sponsorship

Sponsorship for Burwood Council events is open to organisations across all sectors; Council ensures that it promotes these opportunities widely by calling for expressions of interest through the mayoral column, Council website or by direct letters of invitation to a number of prospective sponsors.

A sponsorship proposal should be developed which clearly outlines the nature of the project, why it is being proposed, the benefits to the proposed sponsor and to Burwood Council, and the level and value of sponsorship sought.

Burwood Council may provide a range of sponsorship benefits and package options.

The Department initiating the sponsorship proposal will be responsible for project managing the sponsorship including developing the proposal, negotiating the terms, preparing documents, fulfilling the terms of the agreement, liaison and reporting to the sponsor and post event evaluation.

The Events Coordinator is available to assist project managers with preparation of promotional material, media releases, and the development of sponsorship proposals and agreements.

The Department seeking sponsorship should ensure that sufficient resources are available to enable the promised sponsor benefits to be delivered and the project implemented.

Sponsorship fees owing to Burwood Council must be paid by the Sponsor prior to the commencement of the project, event, service or activity.

Burwood Council events will run rain, hail or shine unless extreme conditions persist, in which case the event will be cancelled. There will be a weather consult held 72 hours prior to the event, with final decision made by Burwood Council. Burwood Council is unable to refund any sponsorship funds due to adverse weather conditions.

Guidelines for Acting as Sponsor

The proposed project should contribute in some way to Council's corporate goals, values or statement of intent as outlined in Council's current Community Strategic Plan and Delivery Program or demonstrate a community benefit outside these guidelines.

Each department is responsible for establishing an annual sponsorship budget and including those costs in its budget projections.

The proposal submitted to Council should clearly outline the nature of the project, why it is being proposed, the benefits to Burwood Council, the party seeking sponsorship and the type or value of sponsorship sought.

The relevant officer must consider the human, financial or other resources necessary to meet the sponsorship obligations and ensure that these resources are available. The responsible officer should carefully consider the cost of the project against its potential benefits for Council.

The department sponsoring the project will be responsible for project managing the sponsorship including assessing the proposal, negotiating the terms, preparing documents, fulfilling the terms of the agreement and liaison with the sponsored party.

The Events Coordinator is available to assist project managers with preparation of promotional material, media releases and the development of sponsorship agreements.

The organisation or individual seeking sponsorship must demonstrate its ability to deliver the promised sponsor benefits and carry through the implementation of the project.

Burwood Council will request acknowledgement of sponsor or supporter status in all publicity regarding the project including media, advertising, banners, posters, social media or other publicity. Burwood Council may also negotiate other benefits on a case by case basis.

Burwood Council may provide money, services, products, or other resources as part of its sponsorship commitment, which is to be clearly identified in the sponsorship agreement.

If Burwood Council is contributing money to an organisation or individual, Burwood Council must receive an invoice clearly stating payment amount, bank account details and GST component.

The organisation or individual must seek approval by Burwood Council of any artwork or promotional material which includes the Burwood Council logo prior to printing or publishing.

Sponsorship of projects, events and activities are not to be considered as ongoing. Requests for sponsorship need to be made each year, unless specified otherwise in the sponsorship agreement.

All sponsorship agreements are to be submitted to the General Manager for signature and approval, prior to being sent to the sponsoring or sponsored organisation.

A Briefing Memorandum must accompany the Sponsorship Proposal or Agreement and it must follow the general approval process for each division, for example:

1. Signature of the authorised officer
2. Approval by direct manager
3. Signature by divisional Deputy General Manager
4. Signature by the Events Coordinator – *to assess structure and consistency*
5. Approval by the General Manager

Sponsorship Agreement

Any sponsorship agreement must be recorded in writing and signed by both parties. This should include:

- The term or purpose of the sponsorship and any conditions regarding renewal

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- Specific services, products or funds to be provided by Burwood Council and the reciprocal benefits (*If Burwood Council is sponsoring an external organisation*)
 - Specific services, products or funds to be provided by the sponsoring organisation and the reciprocal benefits (*If a third party is sponsoring a Council project, event, service or activity*)
 - The form or forms of sponsorship acknowledgement which will be available
 - Any limitations to the sponsorship such as restrictions on seeking additional sponsors (exclusivity agreements)
 - The amount, form and delivery of sponsorship payments, noting whether these are paid in instalments or paid in full prior to an event
 - The responsibilities and expectations of each party for the project
 - Any guidelines for the use of corporate logos or limitations on advertising, media, social media and other publicity
 - A statement to the effect that any attempted influence of Council's regulatory functions will result in an automatic review and/or termination of the sponsorship agreement. (*Suggested wording: This agreement does not affect the implementation of Council's regulatory functions. Any attempted influence on Council's regulatory functions will result in an automatic review and possible termination of the sponsorship agreement.*)
 - Any special conditions which may apply.

Copies of proposals, agreements and other documents should be saved in Trim and the link forwarded to the Events Coordinator prior to approval to facilitate consistency and coordination of sponsorships throughout the organisation.

All sponsorship agreements are to be submitted to the General Manager for signature and approval, prior to being sent to the sponsoring or sponsored organisation.

Examples of Money, Products, Services and Other Resources Available as Sponsorships Provided by Burwood Council

Use of Council Parks

Value of the in-kind sponsorship depends on the number of people using the park, the appropriate value should include:

- waiving hiring fee
- provision of garbage bins and the collection and disposal of garbage
- any staff required to supervise the use of the park, wear and tear on the park and facilitate post function clean up

Use of Council Community Buildings

For approximate value, refer to Council's Schedule of Fees and Charges.

Use of Council meeting rooms

For approximate value, refer to Council's Schedule of Fees and Charges.

Examples of Benefits Available to Potential Sponsors

Acknowledgement of sponsor status in publicity material associated with the project:

- Distribution of materials promoting sponsor's products or services in conjunction with an event
- Presence of the sponsor at an event and access to participants

- Exposure through Signage
- Sponsor's logo on flags and banners
- Access to a wider community through online promotions

Examples of Benefits Available to Burwood Council as a Sponsor

Acknowledgement of sponsor status in publicity material associated with the project:

- Council logo used in promotional material, both print and online
- Exposure through Signage
- Invitation extended to the Mayor of Burwood to attend any events sponsored by Council
- Time slot allocated to the Mayor of Burwood to address the attendees at any events sponsored by Council
- Acknowledgment as a key sponsor

Other Relevant Documentation

- ICAC Sponsorship in the Public Sector – A guide to developing policies and procedures for both receiving and granting sponsorship May 2006
- Council's Code of Conduct
- Statement of Business Ethics

Review

This Policy will be reviewed every four years.

Contact

Events Co-ordinator on 9911 9935

Appendix 1: SPONSORSHIP PROPOSAL TEMPLATE



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Suite 1, Level 2, 1-17 Elsie Street,
 BURWOOD NSW 2134
 PO Box 240, BURWOOD NSW 1805
 Phone: 9911 9911 - Fax: 9911 9900
 Email: council@burwood.nsw.gov.au
 Website: www.burwood.nsw.gov.au

BACKGROUND AND SCOPE OF EVENT:

This section should demonstrate a clear indication of the event/project outline, key objectives and target audience, including:

- Name of the Event
- Date of Event
- Time of Event
- Activities taking place
- Who will attend the event/ target market (families, youth)
- Approximate number of attendees

The Event background should include details on the main purpose and history of the event.

The events objectives should highlight what the event needs to achieve to be successful and what are the goals of the current year.

SPONSORSHIP PACKAGES:

This section should clearly outline the packages available to the sponsoring organisation. This must indicate the costs/ in-kind contribution and detail what the sponsors will receive in return for their involvement.

A clear indication should be given on the detail of the various levels of sponsorship and the respective marketing / promotional benefits for each level and the sponsorship fees associated.

Example of a potential sponsorship package:

GOLD SPONSORSHIP PACKAGE

This package is designed for sponsors investing **\$10,000 + GST**. Sponsors will enjoy recognition as a Gold Sponsor of *-Name of Event-*. This level of sponsorship is highly regarded, and will include maximum exposure at the event and during the promotional and marketing phases. This includes:

- Acknowledgement as a Gold Sponsor
- Stall and site provided at *-Name of Event-* on *-Date-*, in a prominent position for sponsor's benefit, for example, merchandise sales or giveaways and advertising
- Sponsor's logo will be included in all marketing and promotional material related to *-Name of Event-*, including advertisements, *-Name of Event-* site banners, stage banners and *-Name of Event-* guide that is distributed to 120,000 households in the Inner West
- Social media mentions and inclusion on the Burwood Council website that receives more than 100,000 unique hits per quarter

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- Acknowledgement as Gold Sponsor in all media releases
 - Possibility to display banners in Burwood Park on the day of the event (sponsor must provide own banners)
 - MC acknowledgement on the main stage throughout the day
 - Acknowledgement certificate
 - CD of photography from the event

SILVER SPONSORSHIP PACKAGE

This package is designed for sponsors investing **\$5,000 + GST**. Sponsors will enjoy recognition as a Silver Sponsor of *-Name of Event-*. This level of sponsorship is highly regarded, and will include maximum exposure at the event and during the promotional and marketing phases. This includes:

- Acknowledgement as a Silver Sponsor
- Stall and site provided at Burwood Festival on *-Date-*, in a prominent position for sponsor's benefit, for example, merchandise sales or giveaways and advertising
- Sponsor's logo will be included in all marketing and promotional material related to *-Name of Event-*, including advertisements, *-Name of Event-* site banners, stage banners and *-Name of Event-* guide that is distributed to 120,000 households in the Inner West
- Social media mentions and inclusion on the Burwood Council website that receives more than 100,000 unique hits per quarter
- Acknowledgement as Silver Sponsor in all media releases
- MC acknowledgement on the main stage throughout the day
- Acknowledgement certificate
- CD of photography from the event

BRONZE SPONSORSHIP PACKAGE

This package is designed for sponsors investing **\$3,000 + GST**. Sponsors will enjoy recognition as a Bronze Sponsor of *-Name of Event-*. This level of sponsorship is highly regarded, and will include maximum exposure at the event and during the promotional and marketing phases. This includes:

- Acknowledgement as a Bronze Sponsor
- Sponsor's logo will be included in all marketing and promotional material related to *-Name of Event-*, including advertisements, *-Name of Event-* site banners, stage banners and *-Name of Event-* guide that is distributed to 120,000 households in the Inner West.
- Social media mentions and inclusion on the Burwood Council website that receives more than 100,000 unique hits per quarter
- Acknowledgement as Bronze Sponsor in all media releases
- MC acknowledgement on the main stage throughout the day
- Acknowledgement certificate
- CD of photography from the event

IN-KIND SPONSORSHIP PACKAGE

Please note that there are options available for in-kind sponsorship depending on the level and quantity of sponsorship provided. Please do not hesitate to contact us should you wish to discuss these options.

IMPORTANT POINTS:

This should outline the important conditions relevant to the event being held and the potential sponsorship arrangements.

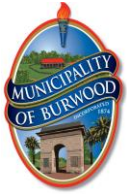
Some key important points to include in the proposal are as follows:

- The event will run rain, hail or shine unless extreme conditions persist, in which case the event will be cancelled. There will be a weather consult held 72 hours prior to the event, with final decision made by Burwood Council
- Burwood Council will not seek sponsorship from or sponsor any party engaged in current or pending legal proceedings involving the Council or where the proposed project would contravene any section of the *Local Government Act 1993* or where the proposed project may expose Councillors, the Council or its staff to conflicts of interest
- A sponsorship agreement with Burwood Council will not preclude Council from carrying out its regulatory functions and duties
- A sponsorship agreement may be refused or terminated in any case where, during the life of the sponsorship the sponsor has a current application or matter before Council, or Council is aware of the possibility of an application or matter coming before the Council in the near future or where the sponsor or party being sponsored is or is likely to be subject to regulation or inspection by the Council which may impose or imply conditions

CONTACT DETAILS:

In this section you should include contact details for the key Council Officer who developed the sponsorship proposal and will be able to answer any questions and facilitate a sponsorship agreement between Council and the sponsoring organisation.

Appendix 2: SPONSORSHIP AGREEMENT



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Suite 1, Level 2, 1-17 Elsie Street,
 BURWOOD NSW 2134
 PO Box 240, BURWOOD NSW 1805
 Phone: 9911 9911 - Fax: 9911 9900
 Email: council@burwood.nsw.gov.au
 Website: www.burwood.nsw.gov.au

BACKGROUND AND SCOPE OF EVENT:

This section should provide a clear indication of the event/ project outline, key objectives and target audience, as well as a brief history of the event.

There should be a clear outline on the general event details including:

- Name of the Event
- Date of Event
- Time of Event
- Activities taking place
- Who will attend the event/ target market (families, youth)
- Approximate number of attendees

The events objectives should highlight what the event needs to achieve to be successful and what are the goals of the current year.

SPONSORSHIP PACKAGE:

This section should clearly outline the package chosen by the sponsor. This must outline the sponsorship fees and detail what the sponsor will receive in return for their involvement.

This should include any changes made from the original packages outlined in the sponsorship proposal as agreed to by both parties.

Example of the chosen sponsorship package:

GOLD SPONSORSHIP PACKAGE

Thank you for choosing to be a Gold Sponsor at *-Name of Event- and Date*.

This level of sponsorship is highly regarded and as a Gold Sponsor of *-Name of Event- and Date* you will receive maximum exposure at the event and during the promotional and marketing phases. The key benefits of this Gold Sponsorship Package include:

- Acknowledgement as a gold sponsor
- Stall and site provided at *-Name of Event- and Date*, in a prominent position for sponsors benefit, for example, merchandise sales or giveaways and advertising

- Sponsor's logo will be included in all marketing and promotional material related to *-Name of Event-*, including advertisements, *-Name of Event-* site banners, stage banners and *-Name of Event-* guide that is distributed to 120,000 households in the Inner West.
- Social media mentions and inclusion on the Burwood Council website that receives more than 100,000 unique hits per quarter
- Acknowledgement as Gold Sponsor in all media releases
- Possibility to display banners in Burwood Park on the day of the event (sponsor must provide own banners)
- MC acknowledgement on the main stage throughout the day
- Acknowledgement certificate
- CD of photography from the event

CONFIRMATION OF AGREEMENT:

This document forms a legally binding contract between the organisation running the event and the sponsoring organisation.

This section should outline the two organisations involved in this contract, example are follows:

*This is a sponsorship agreement between **Company Name** Company ABN, Company Address, hereinafter called "Company Name" and **Burwood Council** ABN 84 362 114 428, Suite 1, Level 2, 1 - 17 Elsie Street, Burwood NSW 2134 hereinafter called 'Burwood Council'. This agreement covers the *-Name of Event-* event being staged by the Council in the principality of Burwood NSW on *-Date-*.*

Following this statement there should be a summary of the agreed terms and a breakdown of what each organisation will be providing, eg logo, sponsorship fees, stall space etc.

IMPORTANT POINTS:

The key important points should be included in the agreement as per the sponsorship proposal, they are as follows:

- The event will run rain, hail or shine unless extreme conditions persist, in which case the event will be cancelled. There will be a weather consult held 72 hours prior to the event, with final decision made by Burwood Council
- Burwood Council will not seek sponsorship from or sponsor any party engaged in current or pending legal proceedings involving the Council or where the proposed project would contravene any section of the Local Government Act or where the proposed project may expose Councillors, the Council or its staff to conflicts of interest
- A sponsorship agreement with Burwood Council will not preclude Council from carrying out its regulatory functions and duties
- A sponsorship agreement may be refused or terminated in any case where, during the life of the sponsorship, the sponsor has a current application or matter before Council, or Council is aware of the possibility of an application or matter coming before the Council in the near future or where the sponsor or party being sponsored is or is likely to be subject to regulation or inspection by the Council which may impose or imply conditions

OFFICIAL SIGNATURES:

Both organisations are required to sign and date the agreement. This should include the organisation's name, representative's name, position and signature and date.

Burwood Council requires all sponsorship agreements to be sent to the General Manager, accompanied with a Briefing Memorandum for approval and signature.

CONTACT DETAILS:

Include contact details for the key Council Officer whom the signed agreement should be returned to.