

Responsible Directorate	Community Development
Responsible Business Unit/s	Customer and Communications
Responsible Officer	Manager Customer and Communications
Affected Business Unit/s	All

Objective

This policy provides clear direction for City officers, potential sponsors, organisations and community groups on financial and in-kind partnerships and sponsorship arrangements with the City.

Scope

This policy applies to sponsorship agreements between the City and the corporate sector, not for profit organisations, community groups or individuals with an ABN, to the mutual benefit of the relevant parties.

Policy

Aim

Every Sponsorship agreement will be described in a written agreement, which clearly outlines:

- The parties subject to the sponsorship agreement (legal entity and trading names)
- The scope of the sponsorship agreement.
- The benefits to the City, organisation and community.
- Any personal benefits available to staff of either party and his or her relatives.
- Consequences of changes which may occur over time, e.g. a shift in the relationship, new policies, new corporate missions or objectives.
- Financial accountability requirements.
- Provisions for termination or suspension of the agreement.
- Appropriate indemnity clauses.
- Any special conditions which apply.

Ethical Issues

The following limitations apply to the seeking or provision of sponsorship:

- Agreements shall not be entered into which could limit the City's ability to carry out its functions fully and impartially.
- Agreements should be avoided where there is clearly a conflict between the objectives and mission of the City and its respective activities and those of the organisation, community group or individual.
- Sponsorship of City activities will not involve explicit endorsement of the sponsor or the sponsor's products.
- Where sponsorship takes the form of provision of a sponsor's product, the City will evaluate the product for its fitness for the purpose against the objective operational criteria which are relevant to the City's needs.

- The City's aims, objectives, reputation, probity and functions will not be compromised in any way.
- All wording for signage and other communications to be approved by both parties.
- Any benefits received from a sponsor/sponsorship by elected members and employees of the City must be in accordance with the City's Gifts, Benefits or Hospitality Policy.

Seeking or Providing Sponsorship

The Customer and Communications Business Unit shall oversee all sponsorship submissions and agreements as follows;

- Submissions up to \$5,000 shall be reviewed and approved by the relevant Business Unit Manager;
- Submissions between \$5,000 and \$10,000 shall be reviewed and approved by the Manager Customer and Communications;
- Submissions between \$10,000 and \$20,000 shall be reviewed and approved by the Director Community Development;
- Submissions over \$20,000 shall be reviewed and approved by the Chief Executive Officer.

Depending on the complexity of the sponsorship project, consideration will need to be given by the recommending officer as to the form of agreement that should be used.

Communication

Ongoing and open communication shall be maintained between both parties during the life of the agreement.

Sponsors and sponsorship recipients shall receive timely feedback on the results of their sponsorship proposals or submissions, and as soon as possible following the end of a sponsorship project, as appropriate.

Practically, this can be in writing and/or verbal briefing.

Acknowledgements and Other Benefits

Can include but are not limited to one or more of the following:

- Public acknowledgement through print and/or digital promotional materials, and at appropriate events/functions.
- Sign/s and/or brand presence at the event or activity.
- Formal letter acknowledging the valuable contribution.

Assessing Outcomes

Agreements shall be fully evaluated upon completion, assessing the outcomes of the project, including benefits for both the City and organisation, community group or individual.

Risk Management

Both parties shall permanently indemnify the other party and their employees; except where a claim arises out of their sole negligence or in accordance with legislative requirements. The organisation, community group or individual shall provide and maintain the required insurance during the term of the Sponsorship Agreement.

Definitions

Sponsorship means a contribution in money or in-kind by the corporate sector, not for profit organisations, community groups or individuals with an ABN, in support of a Council activity or by the City of Stirling in support of a corporate event/activity with the right to associate the sponsor's name, products and services with the event/activity in return for negotiated benefits.

Relevant management practices/documents

Cultural Development Fund Policy
Gifts, Benefits or Hospitality Policy

Legislation/local law requirements

Local Government Act 1995

City of Stirling Local Government Property Local Law 2009

Office use only

Relevant delegations	Not applicable		
Initial Council adoption	Date 9 April 2013	Resolution #	0413/021
Last reviewed	Date 26 May 2020	Resolution #	0520/027
Next review due	Date 2021		