



OFFICE OF THE BOARD OF STUDIES
NEW SOUTH WALES

Sponsorship Policy

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Review date	Initial review: September 2009
Contact officer	Head, Public Affairs and Events
Responsible Branch	Policy and Public Affairs

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1 Objective/Purpose

The Office of the Board of Studies seeks to establish strategic, flexible, and creative relationships with sponsors.

Sponsorship assists the Office in meeting its goals and strategic directions. These include:

- developing curriculum and curriculum support materials for all schools from Kindergarten to Year 12
- developing and conducting examinations leading to the award of the School Certificate and Higher School Certificate
- establishing strong and effective partnerships with key education stakeholders and the broader community
- identifying and applying best-practice standards in service delivery support
- promoting education for further education and training, work and life-long learning.

2 Definition and Principles

Sponsorship is a commercial arrangement in which a sponsor, generally a member of the corporate sector, a private individual or another public sector agency, provides a contribution in money or in kind to support an activity in return for certain specified benefits. Sponsorship does not include the selling of advertising space, joint ventures, consultancies, grants or unconditional gifts, donations, bequests or endowments. A sponsor expects to receive a reciprocal benefit beyond a modest acknowledgement.

- 1. A sponsorship agreement must not impose or imply conditions that would limit, or appear to limit, the Office's ability to carry out its functions fully and impartially.**
- 2. There must be no conflict between the objectives and/or mission of the Office and those of the sponsor.**
- 3. Sponsorship will not be sought from nor accepted from people or organisations which are, or may be, subject to regulation or inspection by the Office during the life of the sponsorship.**
- 4. Sponsorship of the Office or its activities will not involve explicit endorsement of the sponsor or the sponsor's products or services.**
- 5. It is inappropriate for any employee of the Office to receive a personal benefit from a sponsorship.**
- 6. In most circumstances, the public interest is best served by making sponsorship opportunities widely known. To this end sponsorships should be sought and granted by using broadly based, open processes that are not limited solely to invited sponsors.**

- 7. The Office should assess sponsorship proposals against criteria which have been published in advance or which are circulated to organisations that submit an expression of interest.**
- 8. A sponsorship arrangement is a contract and must be described in a written agreement.**
- 9. All sponsorship arrangements must be approved by the General Manager and described in the Annual Report in a form commensurate with the significance of the sponsorship.**

3 Criteria

Sponsorship proposals must meet two primary criteria:

1. The sponsor organisation must provide services or produce goods of direct relevance to the activities of the Office of the Board of Studies.
2. The sponsor organisation must engage in the provision of services or production of goods that serve the public interest. Public sector agencies are seen as meeting this criterion by definition. In the case of non-public sector organisations, at least part of their activities must be seen as serving the public interest.

Other criteria that must be considered in determining sponsorship proposals include:

- Potential sponsors must be reputable individuals or bodies. Parent companies and/or subsidiaries must also be reputable.
- The objectives and products of potential sponsors must not conflict with the values and the objectives of the Office of the Board of Studies.
- The partnership with the sponsor must create a positive public perception of the Office.
- Potential sponsors must have an acceptable sponsorship record with the Office or other agencies.

The Office of the Board of Studies asserts the unreserved right to refuse an application for sponsorship from any party.

4 Management

4.1 Assessment Report

Each sponsorship proposal will be evaluated in relation to the principles and criteria stated in this policy and an assessment report prepared by the Office and forwarded to the General Manager for determination.

4.2 Sponsorship Agreement

A written sponsorship agreement will be prepared for each sponsorship arrangement. The sponsorship agreement outlines the objectives, benefits, terms and conditions of

the sponsorship, as well as the rights of both parties. Detailed information on the types of provisions that may be included in the sponsorship agreement is attached.

4.3 Risk Management

A risk assessment will be undertaken for each potential sponsorship arrangement in order to determine the risks posed and to assess whether these risks are acceptable and can be managed. The risk assessment and associated mitigation strategy will be included in the assessment report on the sponsorship proposal.

4.4 Review

Before the expiry of the sponsorship agreement, a review to determine the Office's interest in renewing the contract will be undertaken. This review could examine other opportunities for sponsorship with the sponsor organisation or with other potential sponsors.

4.5 Reporting

Regular feedback on sponsorship arrangements will be given to the General Manager. Acknowledgement of sponsors will be included in the Board's Annual Report and other publications such as the Board Bulletin as appropriate.

Attachment: Outline of Sponsorship Agreement

The sponsorship agreement could include some or all of the following provisions:

- the objective of the sponsorship arrangement
- a clear description of the event/activity/project/enterprise being sponsored
- names of all parties to the agreement
- the term of the sponsorship and any conditions regarding renewal
- the benefits the Office agrees to provide. These should be discussed and described in detail to minimise argument. For example:
 - list the ways that the sponsor's logo will be used
 - clarify the size, colour and position of the sponsor's logo on any printed material
- whether the sponsor is the sole sponsor
- whether the sponsor is the major sponsor
- the amount, form and delivery of sponsorship payments, noting whether these are paid in instalments or linked to an event
- the obligations, rights and responsibilities of each party. For example, whether:
 - the Office is obliged to clear media releases with the sponsor
 - the Office has the right to control the use of its own name and logo
 - the sponsor has the right to veto the involvement of another sponsor
 - either party has the right to review the financial accounts
- agency statements, for example:
 - that the Office has the right to veto the content of any articles or advertising material developed by the sponsor – to ensure it does not imply endorsement or future bias by the Office
 - that the Office has final control over sponsored activities or events and associated personnel, for example the rules of competitions
 - that the sponsorship is not to be regarded as a general endorsement by the Office of the sponsor's business activities
 - that the sponsorship has no impact on the proper and impartial exercise by the Office of its functions
- a dispute resolution process
- liaison personnel, both in the Office and the sponsor
- financial accountability requirements
- confidentiality terms
- reporting requirements of both parties, including format, frequency and standard of reporting
- whether the sponsor can view the Office strategic plan or other documents
- what information the sponsor can have about current or past sponsors
- the ownership and use of any intellectual property created as a result of the sponsorship; for example, the results of sponsored research
- refund or replacement arrangements if either party is unable to fulfil its obligations

- termination clauses, particularly important in high dollar value arrangements. These should specify the events that could lead to termination, such as:
 - a change in the sponsor's corporate mission
 - if the sponsor becomes subject to the Office's regulation or inspection
 - a merger or other event that causes a conflict of interest
 - any action by the sponsor that results in public criticism or bad publicity and reflects badly on the Office or brings its probity into question
- payment of GST
- evaluation criteria, including audit and finance requirements
- sponsor statements, for example:
 - that the sponsor is not aware of any actual, potential and/or perceived conflict of interest with the Office's objectives
 - that the sponsor is not aware of any actual, potential and/or perceived conflict of interest relating to Office staff involved in the sponsorship arrangement
 - that the sponsor has not made or received any payments or inducements to or from the Office or any of its staff
 - that the sponsor will not provide any personal benefits to any of the Office's employees
- conditions for renewing the sponsorship, including that the sponsorship must be evaluated and meet the evaluation criteria in the agreement before renewal can be considered.