



SPONSORSHIP POLICY

Introduction

The management committee of School Business Managers' Association Qld Inc (SBMAQ) is committed to ensuring that its financial arrangements are carried out in an ethical manner.

Purpose

The purpose of this policy is to establish the framework and guidelines within SBMAQ for the creation of productive affiliations between SBMAQ and the private sector, i.e. sponsorship affiliations with corporations, foundations, individuals, and other non-government organisations.

Principles

The following are the fundamental principles that shape our relationships with sponsors:

1. Sponsorship of SBMAQ or of any conference project, program or event will not entitle any sponsor to influence any decision of SBMAQ or its members who are employees of the Department of Education.
2. SBMAQ will not enter into any affiliation or partnership with any corporation or organisation where the association with the prospective partner or acceptance of the sponsorship would jeopardise the financial, legal or moral integrity of SBMAQ or adversely impact upon SBMAQ's standing and reputation in the community.
3. SBMAQ cannot guarantee any increases in sales or revenue due to the sponsorship affiliations with potential sponsors. Members of the association do not have an obligation to conduct business with sponsors but will carry out normal purchasing arrangements as per Qld Government purchasing policies and Standing Offer Arrangements.
4. SBMAQ will accept sponsorships as an additional source of revenue generation provided that all sponsorship affiliations are developed and maintained within the regulations embodied in this sponsorship policy.
5. All sponsorship affiliations or partnerships must be consistent with existing SBMAQ's policies.



Policy

1. All event and project sponsorships must have significant financial commitment from the sponsor to help offset the costs associated with the activity.
2. All sponsorship affiliations with SBMAQ must be identified and recorded by both parties to ensure openness and transparency.
3. Naming rights associated with any sponsorship must be approved by the Executive of SBMAQ.
4. Sponsorship over \$500 will be embodied in written contractual agreements between SBMAQ and the sponsorship partner (See Appendix A).
5. Any sponsors who have entered into an agreement with SBMAQ, must not offer SBMAQ members or attendees to any SBMAQ events, personal incentives, gifts, or benefits which is outside of the signed agreement. If SBMAQ is made aware of any breaches to this policy, SBMAQ has the right to terminate the agreement with the sponsor.

Responsibility

The management committee is responsible for the implementation and review of this policy.

All members of the SBMAQ management committee and SBMAQ branch executive are responsible for adhering to this policy.



APPENDIX A - SPONSORSHIP CONTRACTS/LETTERS OF AGREEMENT GUIDELINES

Sponsorship contracts and letters of agreement must include the following clauses:

- 1. Description of the Sponsorship Alliance:** The contract will contain a comprehensive description of the item, project, or event around which the sponsorship alliance is constructed, including a list of obligations for both parties. Obligations of the parties in market research or sponsorship analysis will be explicitly itemised in the contract.
- 2. Terms of Agreement:** The dates for commencement and conclusion of sponsorship affiliations must be included in the contract.
- 3. Key Personnel:** The contract will include the names of the individuals from both parties primarily responsible for the sponsorship, and to whom issues regarding the contract are to be referred.
- 4. Limitations on and Approval of the Use of the SBMAQ's Name:** The following clause limits the use of our name by the sponsor in its own internal and external promotion and advertising as per the negotiated arrangements: "*Neither party, in any situation, whether within or outside the parameters of the sponsorship, shall be deemed to be the spokesperson for, or the representative, of the other party.*" The use of the SBMAQ's word mark, logo or crest must be stipulated in all contracts and agreements.
- 5. Exclusivity:** SBMAQ does not offer outright or industry exclusivity to any sponsor regardless of sponsorship package obtained.
- 6. Financial Terms and Schedule of Payments:** The total value and the payment schedule of the sponsorship agreement between the parties will be clearly identified in the contract.
- 7. Obligations of the Parties to Each Other:** The obligations of the parties are dependent upon the form of the alliance and will be determined on an individual basis. Responsibility for any market research or program or evaluation duties, reporting, and approvals will be specified in the contract, along with specific criteria and methodologies for the evaluation of the sponsorship.
- 8. Breach of Contract:** Prior to initiating formal notification of breach of contract, the parties will undertake all appropriate and reasonable efforts to resolve the matter. Should these efforts not prove successful, either party may notify the other of breach of contract in writing, sent by email, mail or courier, return receipt requested. Such notification will



request a written response by a specific date. Non-compliance will constitute cause for dissolution of the contract.

9. **Right to Discontinue the Sponsored Program or Event:** When circumstances beyond the control of SBMAQ force the cancellation or substitution of a sponsored event or project, SBMAQ reserves the right to cancel without finding itself financially liable or in breach of contract.

Cancellation of Agreement:

Notice must be received in writing to cancel an event listed in this agreement. The following cancellation fees will be applicable:

91+ days prior to the event date

- Where notice is received in writing 91 days prior to the event; no cancellation fees will be applicable.

Between 90 and 61 days prior to the event date

- Where notice is received in writing between 90 and 61 days prior to the event date, a cancellation fee in the amount of 50% of the total anticipated revenue for that event must be forfeited to SBMAQ.

Between 60 and 31 days prior to the event date

- Where notice is received in writing between 60 and 31 days prior to the event date, a cancellation fee in the amount of 75% of the total anticipated revenue for that event must be forfeited to SBMAQ.

Between 30 days and the actual event date

- Where notice is received in writing between 30 days prior to the catered event date to the actual event date, a cancellation fee in the amount of 100% of the total anticipated revenue for that event must be forfeited to SBMAQ.
- Cancelling a Business Partnership during the agreed dates will result in a cancellation fee in the amount of 100% and a cancellation fee will be forfeited to SBMAQ.

Right to Discontinue the Sponsored Program or Event: When circumstances beyond the control of SBMAQ force the cancellation or substitution of a sponsored event or project, SBMAQ reserves the right to cancel without finding itself financially liable or in breach of agreement.