

appendices



Elected Members Briefing Session
4 December 2012

And

Ordinary Meeting of Council
11 December 2012

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14.3 Audit Committee Meeting – 3 December 2012

14.4 Annual Report 2011- 2012

Please note, the Annual Report 2011-2012 and the Minutes of the Audit Committee Meeting will be available for distribution prior to the Elected Member Briefing Session and following the Audit Committee Meeting at which the Annual Financial Report (a core component of the Annual Report) will be considered.

**14.5 Review of Sponsorship by Private Companies on Council Property Policy
FIN8**

FIN8 SPONSORSHIP BY PRIVATE COMPANIES ON COUNCIL PROPERTY INCLUDING EVENTS

POLICY:

The Town may seek sponsorship from business and/or other organisations for the promotion and delivery of community initiatives, events and facilities which contribute to the vibrancy and wellbeing of the Town.

Any sponsorship arrangements shall be made in accordance with the following Procedure.

PROCEDURE:

1. Sponsorship must not;

- 1.1 compromise the Town's reputation, public image, probity, ability to fulfil its functions or influence decisions or actions by the Town
- 1.2 be in conflict with the Town's Plan For The Future strategic objectives and policies.
- 1.3 provide personal benefits to Town staff, elected members or staff of the sponsoring agent
- 1.4 promote for example, political parties, drugs and alcohol, smoking, fast food, pornography

2. Sponsorship arrangements must be;

- 2.1 confirmed in writing and provide the Sponsor and the Town with a clear outline of proposed benefits and responsibilities
- 2.2 communicated to the Communications Manager before acceptance
- 2.3 endorsed by CEO.

3. Sponsorship Delivery Risk Assessment;

- 3.1 risk assessment of the sponsorship proposal must identify potential issues that may arise in managing the sponsorship
- 3.2 control/s implemented to ensure that the relationship with the sponsor is enhanced and strengthened
- 3.3 Appendix 1 Risk Management Assessment completed

4. Formalising the Agreement;

- 4.1 sponsorship that involves a transfer of resources to the Town of the value of \$5,000 or more must have an endorsed partnership/sponsorship agreement by all parties
- 4.2 sponsorship for less than \$5,000 requires an endorsed letter of agreement or Memorandum of Understanding
- 4.3 any invitations or gifts should be noted on Town's Gift Register
- 4.4 complete Letter of Agreement or Appendix 2 Sponsorship Agreement

5. Annual Call for Expressions of Interest;

The annual call for expressions of interest will be advertised in the West Australian, the *summer* edition of Life in the Park and Town's website for one month to allow potential sponsors equal opportunity for involvement.

The advertisement will;

- 5.1 overview The Town's strategic objectives
- 5.2 list events which are open for sponsorship during the next fiscal year
- 5.3 provide the Town's internal contact for responses
- 5.4 ensure information provided is consistent for all organisations

The annual call does not prohibit The Town from directly approaching potential sponsors in accordance with the terms of this Policy.

6. Unsolicited Offers;

6.1 The Town may be approached directly by an organisation with an unsolicited sponsorship offer. The Town may obtain better value for money by accepting the sponsorship than calling a new expression of interest.

6.2 where an unsolicited offer of sponsorship is received and there is a desire to test the market for further interest, the commercially valuable ideas and strategies of the organisation or the individual that proposed the original offer must be protected.

6.3 there may be occasions when it is considered desirable to accept an unsolicited offer or to renew an existing sponsorship agreement without first testing the market for alternative offers.

Such instances could include;

- sole or limited supplier situations
- where a considered assessment establishes that the calling or expressions of interest or tenders will threaten the viability of the existing sponsors and/or lead to a lesser end result
- where there is reason to believe that no other competitor could provide a better offer
- when deadlines prohibit the calling of expressions of interest or tenders.

7. Engagement and Management of existing Sponsors and Prospective Sponsors;

7.1 These engagement activities include but are not limited to;

- Life in the Park. (4 x editions with personal note as per Engagement Policy)
- Christmas Card / New Year's note as per Engagement Policy
- Minimum of 2 x one on one meetings per year
- Thank you/debrief of event
- Annual update regarding current sponsors marketing drivers
- Invitations to Town events

- Acceptance of invitations issued by sponsors to the Town
- Email updates

8. Sponsorship Review;

- 8.1 Post event meeting/thank you with each sponsor to gain feedback and check any changed sponsor drivers/marketing segment objectives
- 8.2 appropriate transitioning of key sponsorship relationships (both Town staff and sponsor personnel changes)
- 8.3 review of attendance numbers to ensure the subject of the sponsorship retains appeal

9. Evaluation;

- 9.1 total value of sponsorship to event: cash and in kind
- 9.2 value add for each sponsorship (stalls, punter appeal and reach)
- 9.3 number of long term sponsorship partnerships managed

RELATED POLICES:

None

DELEGATION:

None, except the Aqualife Centre and Leisurelife Centre where Council has delegated this policy to the CEO (delegation No. 408)

Sub-delegation YES (Executive Manager Healthy Life)

AUTHORITY:

Council meeting

REVIEW:

APPENDIX 1: Risk Management of the Sponsorship Relationship and Delivery

Risk Register

Project/Activity:				Prepared by:				Date:			
Date of review :				Reviewed by:				Date:			
Ref	Risk Issue (what can happen and how)	Existing controls	Effectiveness	Analysis			Risk Priority				
				Consequence	Likelihood	Risk Rating					
1	Costs to the Town if the sponsorship agreement is breached and/or cancelled										
2	Suitability of proposed partner-Sponsor's objectives and drivers consistent with the objectives in Town's Plan for the Future										
3	Sponsorship resource costs do not outweigh benefits to the Town										
4	Sponsor delegated authority identified to endorse agreement										
5	Sponsorship terms and conditions evidenced in writing										
6											

Risk Assessment Matrix

Consequence Likelihood				
	MINOR	MODERATE	SIGNIFICANT	MAJOR
Almost Certain	High	High	Extreme	Extreme
Likely	Moderate	High	High	Extreme
Possible	Low	Moderate	High	Extreme
Unlikely	Low	Low	Moderate	High

Risk Treatment Plan

Project/Activity:		Prepared by:		Date:	
Date of review :		Reviewed by:		Date:	
Risk (In priority order from risk register)	Possible treatment options	Preferred options	Person responsible	Timeframe	Monitoring (How will treatment & risk be monitored)

Appendix 2: Sponsorship Agreement

1. This Sponsorship Agreement (**Agreement**) is between:
 - (a) the Town of Victoria Park, 99 Shepperton Road Victoria Park WA 6100 (**Town**); and
 - (b) the party named as the Sponsor in Schedule 1 (**Sponsor**).
2. The parties agree to be bound by the terms and conditions of this Agreement which includes this document and Schedule 1 and Schedule 2.
3. This Agreement commences and then ends on the dates specified in Schedule 1.
4. The contact persons of each party for the purposes of this Agreement are set out in Schedule 1. All notices in relation to this Agreement must be directed to the contact person.
5. The Sponsor agrees to sponsor the Town and the Town agrees to accept a sponsorship from the Sponsor:
 - (a) having the title, for the purpose and with the scope specified in Schedule 1; and
 - (b) otherwise on the terms and conditions of this Agreement.
6. The Town agrees to comply with its obligations as specified in Schedule 2 and may exercise its independent discretion as to the manner in which it complies with any obligations in Schedule 2.
7. The Sponsor agrees to pay or provide to the Town the cash and/or in kind support specified in Schedule 1 (**Support**) by the date or dates specified in Schedule 1. The Town must use or apply the Support as specified in Schedule 2.
8. The consideration provided for a supply under this Agreement is inclusive or exclusive of GST as specified in Schedule 1. The parties acknowledge that GST is payable in respect of each taxable supply under this Agreement.
9. If GST is imposed on a supply under this Agreement:
 - (a) the party making a taxable supply must issue a tax invoice to the recipient for that taxable supply; and
 - (b) the recipient of the supply must pay to the supplier, on receipt of a tax invoice, an additional amount equal to the GST imposed on the supply.

10. The parties agree to issue tax invoice/s in respect of the Support on or before the dates specified in Schedule 1.
11. The Sponsor authorises the Town to use the Sponsor's name, logo or other identifying mark to promote the Sponsor's association with the Town and agrees to provide the Town with an electronic copy of this. The Town is not required to reissue or change any promotional material if the Sponsor subsequently changes its logo.
12. The Sponsor is not entitled to use the Town's name, logo or other identifying mark without the Town's express authority.
13. Unless otherwise specified in Schedule 2:
 - (a) the Town remains the owner of all intellectual property rights owned by the Town prior to commencement of this Agreement; and
 - (b) all intellectual property rights created in connection with this Agreement shall be vested in and will be the sole property of the Town as and when created.
14. Each party agrees:
 - (a) not to take any action in connection with this Agreement which may damage the value or reputation of the other party's name, business, products, logo or other identifying mark; and
 - (b) not to make any misleading statements to any third party in relation to any matter in connection with this Agreement or the other party.
15. The Town's maximum liability to the Sponsor out of or related to any claim in connection with this Agreement shall not exceed the total value of the Support provided under this Agreement.
16. In no circumstances is the Town liable for, and the Sponsor releases the Town from any, consequential, incidental, indirect, or special damages, including lost profits, lost revenue or other commercial or economic loss of any kind relating to, in connection with or arising out of this Agreement.
17. The parties must attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between senior executives of the parties, who have authority to settle the dispute.
18. Nothing in this Agreement creates any relationship of employment, agency or partnership between the parties.
19. Each party will bear its own costs in relation to the preparation and execution of this Agreement.

20. Unless otherwise agreed between the parties, the Sponsor must bear its own costs relating to:
 - (a) Sponsor requested evaluation over and above evaluation provided in Schedule 2; and
 - (b) signage, advertising and/or promotion.
21. The Town is permitted to disclose details of this Agreement to the public in accordance with its obligations under the *Freedom of Information Act 1992* (WA) and otherwise as required by law.
22. Any changes to this Agreement must be agreed between the parties in writing.
23. Neither party may assign this Agreement without the prior written agreement of the other party.
24. The Town may terminate this Agreement:
 - (a) immediately on notice to the Sponsor in the event of a material breach of this Agreement by the Sponsor; and
 - (b) otherwise on 14 days written notice to the Sponsor.
25. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, proposals, undertakings and agreements, whether written or oral, relating to the subject matter of this Agreement.

Executed by the parties as an agreement

<p>Town:</p> <p>Signed for and on behalf of the Town by its authorised signatory:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p>

<p>Sponsor:</p> <p>Signed for and on behalf of the Sponsor by its authorised signatory:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p>

Schedule 1 – Sponsorship Details

Item	Particulars
Sponsor	Name: Address: ABN:
Commencement Date	
End Date	
Contact Persons	Town: Name: Address: Position: Mobile: Direct: Sponsor: Name: Address: Position: Mobile: Direct:
Sponsorship Title	
Sponsorship Purpose	

Sponsorship Scope	
Support	Cash: Due date: In kind: Due date:
GST Inclusive / Exclusive	
Tax Invoice Due Date/s Note that the identity of the recipient of the taxable supply depends on whether it is cash or in kind support.	Cash: In kind:

Schedule 2 – Sponsorship Deliverables

Item	Particulars
Targeted Attendees	
Measureable Objectives	
Terms and conditions of the proposed management arrangements including: <ul style="list-style-type: none"> • roles; • responsibilities; and • deliverables of each party to the agreement 	
Project Team names / contacts including Sponsor contact nominee	
Critical Path including: <ul style="list-style-type: none"> • action plan; • ownership of actions and 	

timeframes; <ul style="list-style-type: none"> • the reporting cycle; and • reporting responsibilities 	
Media requirements and responsibilities	
Agreed evaluation of project	
Details of exclusivity if appropriate	
Benefits to the Town and the proposed Sponsor	
Sponsor approval of promotional materials	<input type="checkbox"/> Approval Required <input type="checkbox"/> Approval Not Required
Ownership of any intellectual property generated	
Acquittal arrangements	