

PROCEDURES – Sponsorship and Partnerships

Procedure Title	CEF Sponsorship and Partnerships Procedures
Procedure Number	Governance 2.002
Version Number	1
Date Approved	20 November 2018
Review Date	November 2021
Policy Officer	Operations Manager
Responsible Person/s	Chief Executive Officer
Scope	CEF Board, staff and volunteers
Purpose	<p>The purpose of this policy is to establish the framework and guidelines for the creation of productive partnerships between CEF and the private sector, i.e. sponsorship alliances with corporations, foundations, individuals and other non-government organisations.</p> <p>A sponsorship is about relationship building and can be a powerful way to build and strengthen partnerships. It is recognised that such alliances can provide important financial and marketing support to potential partners of CEF while at the same time generating additional revenues to support CEF's mission and mandate.</p>
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All event and project sponsorships must have significant financial commitment from the sponsor to help offset the costs associated with the activity.

All sponsorship relationships involving CEF must be identified and recorded for information purposes to encourage a donor-centered approach to revenue generation.

Naming rights associated with any sponsorship must be approved by the CEO.

Sponsorship over \$500 will be embodied in written contractual agreements between CEF and the sponsorship partner (See Appendix A).

Appendix A

Sponsorship contracts/letters of agreement guidelines

Sponsorship contracts and letters of agreement involving CEF 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. (See also item 7 below.)
2. **Terms of Agreement:** the dates for commencement and conclusion of sponsorship alliances 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 CEF'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 accepted use of the CEF's logo must be stipulated in all contracts and agreements.
5. **Exclusivity:** CEF may wish to offer outright or industry exclusivity to a sponsor, or the sponsor may request such exclusivity within the sponsorship alliance. Where relevant, the following statement regarding exclusivity will be included in the contract: "CEF agrees that [Name of Sponsor] shall be the sole and exclusive sponsor of [Name of Initiative] for the term of this agreement."
6. **Financial Terms and Schedule of Payments:** The total value and 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:** The contract should stipulate what shall occur in the case of a breach of contract; for example: "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 within a reasonable time, either party may notify the other of breach of contract in writing. Such notification will require rectification within 14 days. If the breach is not rectified within that time, then the non-breaching party may terminate the contract by written notice."
9. **Right to Discontinue the Sponsored Program or Event:** The contract shall ensure CEF reserves the right to cancel the sponsorship should circumstances dictate; for example: "When circumstances beyond the control of CEF force the cancellation or substitution of a sponsored event or project, CEF reserves the right to cancel without finding itself financially liable or in breach of contract." If it is intended that CEF be entitled to retain any sponsorship funds already paid then this should be specified in the contract.
10. **Right to Cancel Sponsorship for Reputational Reasons:** The contract shall ensure CEF reserves the right to cancel the sponsorship if matters occurring or becoming known after the signing of the contract make it likely, in CEF's reasonable opinion, that the continued association of the sponsor with CEF may cause CEF to become subject to criticism or otherwise held in disrepute.

Policies can be established and amended only by the Board. Procedures can be amended by the CEO

Record of Amendments