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The Community Foundation
of the Bega Valley Region
www.mumbulla.org.au

SPONSORSHIP POLICY

Policy number	MF017POL	Version	1.0
Drafted by	Michael Pryke	Approved by Board on	21/07/2020
Responsible person	Michael Pryke	Scheduled review date	21/07/2022

INTRODUCTION

The Board of Mumbulla Foundation 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 for the creation of productive partnerships between Mumbulla Foundation and the private sector, i.e. sponsorship alliances with corporations, foundations, individuals and other non-government organisations.

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 Mumbulla Foundation while at the same time generate additional revenues to support Mumbulla Foundation's mission and mandate.

POLICY

The fundamental principles that shape Mumbulla Foundation's relationships with sponsors are:

1. Sponsorship of Mumbulla Foundation or of any symposium, project, program or event held by Mumbulla Foundation, will not entitle any sponsor to influence any decision of the organisation.
2. Mumbulla Foundation will not enter into any alliance 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 Mumbulla Foundation or adversely impact upon Mumbulla Foundation's standing and reputation in the community. If a sponsor's products work against Mumbulla Foundation's aims (e.g. unhealthy food for a health or fitness organisation) the sponsorship is prohibited.

3. Mumbulla Foundation will accept sponsorships as an additional source of revenue generation provided that all sponsorship alliances are developed and maintained within the regulations embodied in this sponsorship policy.
4. All sponsorship alliances or partnerships must be consistent with existing Mumbulla Foundation policies.

AUTHORISATION

Chair

Name: **Michael Pryke**

Signature:

A handwritten signature in black ink, appearing to read 'M. A. Pryke', written over a horizontal line.

Date: **21/07/2020**



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SPONSORSHIP PROCEDURES

Procedures number	MF017PRO	Version	1.0
Drafted by	Michael Pryke	Approved by Board on	21/07/2020
Responsible person	Michael Pryke	Scheduled review date	21/07/2022

RESPONSIBILITIES

The Board is responsible for the development and review of this policy.

All Board members, casual, permanent and contract staff and volunteers are responsible for adhering to this policy.

PROCEDURES

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 Mumbulla Foundation must be identified and recorded for information purposes to encourage a donor-centred approach to revenue generation.

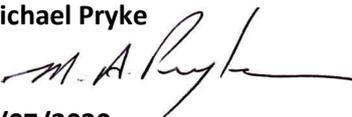
Naming rights associated with any sponsorship must be approved by the Board.

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

AUTHORISATION

Chair

Name: **Michael Pryke**

Signature: 

Date: **21/07/2020**

SPONSORSHIP CONTRACTS/LETTERS OF AGREEMENT GUIDELINES

Sponsorship contracts and letters of agreement involving Mumbulla Foundation 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 Mumbulla Foundation'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 Mumbulla Foundation's word mark, logo or crest must be stipulated in all contracts and agreements.
5. **Exclusivity:** Mumbulla Foundation 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: "*Mumbulla Foundation 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 Mumbulla Foundation reserves the right to cancel the sponsorship should circumstances dictate; for example: "*When circumstances beyond the control of*

Mumbulla Foundation force the cancellation or substitution of a sponsored event or project, Mumbulla Foundation reserves the right to cancel without finding itself financially liable or in breach of contract.” If it is intended that Mumbulla Foundation 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 Mumbulla Foundation reserves the right to cancel the sponsorship if matters occurring or becoming known after the signing of the contract make it likely, in [Name of Organisations]’s reasonable opinion, that the continued association of the sponsor with Mumbulla Foundation may cause Mumbulla Foundation to become subject to criticism or otherwise held in disrepute.