



SPONSORSHIP POLICY ERJ 2.5.1

INTRODUCTION

The Board of Edmund Rice Justice Aotearoa New Zealand Trust 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 Edmund Rice Justice Aotearoa New Zealand Trust 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 Edmund Rice Justice Aotearoa New Zealand Trust while at the same time generate additional revenues to support Edmund Rice Justice Aotearoa New Zealand Trust 's mission and mandate.

POLICY

The fundamental principles that shape Edmund Rice Justice Aotearoa New Zealand Trust's relationships with sponsors are:

1. Sponsorship of Edmund Rice Justice Aotearoa New Zealand Trust or of any symposium, project, program or event held by Edmund Rice Justice Aotearoa New Zealand Trust , will not entitle any sponsor to influence any decision of the organisation.
2. Edmund Rice Justice Aotearoa New Zealand Trust 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 Edmund Rice Justice Aotearoa New Zealand Trust or adversely impact upon Edmund Rice Justice Aotearoa New Zealand Trust 's standing and reputation in the community. All [tobacco/alcohol/etc.] sponsorships are prohibited.
3. Edmund Rice Justice Aotearoa New Zealand Trust will accept sponsorships as an additional source of revenue generation provided that all sponsorship alliances are

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developed and maintained within the regulations embodied in this sponsorship policy.

4. All sponsorship alliances or partnerships must be consistent with existing Edmund Rice Justice Aotearoa New Zealand Trust policies.

AUTHORISATION

Chair

7th November 2014

Edmund Rice Justice Aotearoa New Zealand Trust

SPONSORSHIP PROCEDURES

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 Edmund Rice Justice Aotearoa New Zealand Trust 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 Board.

Sponsorship over \$500 will be embodied in written contractual agreements between Edmund Rice Justice Aotearoa New Zealand Trust and the sponsorship partner (See Appendix A).

RELATED DOCUMENTS

- Ethical Fundraising Policy

AUTHORISATION

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SPONSORSHIP CONTRACTS/LETTERS OF AGREEMENT GUIDELINES

Sponsorship contracts and letters of agreement involving Edmund Rice Justice Aotearoa New Zealand Trust 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 Edmund Rice Justice Aotearoa New Zealand Trust'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 Edmund Rice Justice Aotearoa New Zealand Trust's word mark, logo or crest must be stipulated in all contracts and agreements.
- 5. Exclusivity:** Edmund Rice Justice Aotearoa New Zealand Trust 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: *"Edmund Rice Justice Aotearoa New Zealand Trust 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, either party may notify the other of breach of contract in writing, sent by 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:** The contract shall ensure Edmund Rice Justice Aotearoa New Zealand Trust reserves the right to cancel the sponsorship should circumstances dictate; for example: *"When circumstances beyond the control of Edmund Rice Justice Aotearoa New Zealand Trust force the cancellation or substitution of a sponsored event or project, Edmund Rice Justice Aotearoa New Zealand Trust reserves the right to cancel without finding itself financially liable or in breach of contract."*