

# SPONSORSHIP PROCEDURES

Procedures number	4140	Version	2
Drafted by	Secretary	Approved by Branch Executive on	21 June 2109
Responsible person	Secretary	Scheduled review date	June 2020

## RESPONSIBILITIES

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

All Branch Executive members and employees are responsible for adhering to this policy.

## PROCEDURES

The Secretary or their delegate will negotiate all sponsorships, including the level of financial commitment from the sponsor.

All sponsorship relationships involving the Union must be approved by the Branch Executive and recorded in their meeting minutes.

Sponsorship over \$1,000 will be embodied in written contractual agreements between the Union and the sponsorship partner (See Appendix A).

## RELATED DOCUMENTS

- AEU NT Branch Code of Ethics Policy
- Union Delegations Policy

## AUTHORISATION

Secretary  
AEU NT Branch

## APPENDIX A

### SPONSORSHIP CONTRACTS/LETTERS OF AGREEMENT GUIDELINES

Sponsorship contracts and letters of agreement involving the Union should normally 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 Union'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 Union's word mark, or logo must be stipulated in all contracts and agreements.
5. **Exclusivity:** The Union 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: *'The Union 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 the Union reserves the right to cancel the sponsorship should circumstances dictate;

for example: *'When circumstances beyond the control of the Union force the cancellation or substitution of a sponsored event or project, the Union reserves the right to cancel without finding itself financially liable or in breach of contract.'*