DALKEITH PRIMARY SCHOOL SPONSORSHIP POLICY

1. RATIONALE
From time to time Dalkeith Primary School (DPS) is approached by, or initiates a request for, external organisations and individuals to make a contribution to a particular program or project undertaken by the School. This sponsorship may take the form of a gift to the School, a financial donation, or other donation of educational benefit.

This Policy outlines which agreements for sponsorship are considered appropriate by the governing body, the DPS School Board. It will clarify how the School will manage these relationships, and the information that must be provided in order for an application to be considered. The aim of this Policy is to promote the vision and values of the School by encouraging and enabling the School to consider and possibly accept sponsorship using a fair and transparent process.

A gift or donation is defined as any money, service or goods provided to the School by a party external to the School that does not require any member of the DPS School community to participate in an activity or provide anything in return. However, this donation may be publicly acknowledged, as agreed in the terms of the Sponsorship Agreement.

Acknowledgement is defined as any public acknowledgement of support and/or provision of a product or service from the external donor. This acknowledgement may take the form of a written thank you in the newsletter, other endorsed web-based communication tools, or a verbal acknowledgement in a public forum. The details of the form of acknowledgement will be detailed and agreed in the Sponsorship Agreement.

Advertising is defined as the display of a company logo or banner in a School publication or in materials donated for use by the School (e.g., Tents, sporting equipment). At the discretion of the Principal, logos for the purpose of acknowledging a donation, contribution or gift to the School may be permitted in School publications, as will appropriate sized logos on donated goods. The School will not permit paid advertising of external companies in School-related publications for the sole purpose of promoting that company.

The School Education Act 1999 and Regulations permit sponsorship consistent with the generally accepted values, purposes and goals of government school education. It is the intention of the Act, Regulations and this Policy that participation in sponsorship will not generate pressure on children, parents or schools to purchase particular goods or services, subscribe to particular beliefs or attitudes, or pursue a particular course of action. Dalkeith Primary School and its Board have a responsibility to their community to ensure that any sponsorship arrangements it enters into are transparent and accountable.

The School Education Act 1999 requires the Dalkeith Primary School Board to approve all sponsorship proposals.
This Policy is based on, and is consistent with, the Department of Education’s Policy Sponsorship, Effective 1 January 2010. It thereby attends to the legal, moral and ethical requirements inherent in the following legislation and authorities:

- School Education Act 1999, 112(1)(d), 216(5), 212(2)
- School Education Act 1999 Regulations 49, 50, 51, 52 and 53
- Financial Administration and Audit Act 1985
- State Supply Commission Policy
- Western Australia Public Sector Code of Ethics

All policy and procedural statements contained within this document are lawful orders for the purposes of section 80(a) of the Public Sector Management Act 1994 (WA) and are therefore to be observed by all Department of Education employees.

2. PROCEDURES
a) The standard Sponsorship Checklist (Appendix A) should be used for all sponsorship proposals.
b) The Principal can approve all advertising and promotional activities at his/her discretion, however the Board retains the responsibility and right to revisit a decision by the Principal if it deems it appropriate. However, all significant, new and/or long term requests must be approved by the Board.
c) Where the sponsorship arrangement is between more than one school, approval by the Regional Executive Director is required. System wide arrangements require approval from the Director-General.
d) A Risk Analysis (see clause 3.3) should be made as part of the approval process.
e) The extent of acknowledgement or advertising of the sponsor, both verbally or in writing, will be at the discretion of the School and documented in the Sponsorship Checklist.
f) Long term agreements will not be considered at this stage.
g) Board members considering proposals must abide by the Dalkeith Primary School Code of Conduct for School Board Members, and publicly declare any conflict of interest and, if appropriate, excuse him or herself from the decision-making process.

3. GUIDELINES
3.1 WRITTEN AGREEMENTS
A written Sponsorship Checklist must be completed for all donations and any requested acknowledgement or advertising.
a) For occasions such as auctions and raffles, where there are many donors, all donations and their approximate value may be considered in the one Sponsorship Checklist, subject to clause 3.1b.
b) Donations to the School or sponsorship where the benefit overwhelmingly exceeds the ‘cost’ are considered to be significant. In these cases a Sponsorship Agreement Form (Appendix B) must be completed and submitted for Board approval.
c) In most cases, sponsorship will be noted in a statement of acknowledgement, either verbal or written. Long term displays of billboards, large banners or other prominent advertising material will not be considered unless in the case of exceptional circumstances as specified by the Board/Principal.
d) All sponsors will receive a letter of thanks from the School, however this may not be used in any promotional or advertising material used by the sponsor’s company or be seen as a specific endorsement of that company by the School.
3.2 ADVERTISING

a) Sponsors may not use the School logo or pictures of the students in any advertising or promotional material unless they have the specific endorsement of the School Board to do so. Unauthorised use of photos or logo could result in immediate termination of the sponsorship agreement.

b) Sponsors will not be given access to student records or family contact details or mailing list databases under any circumstances.

c) Any acknowledgement of sponsor’s names in writing will include only the name of the company or person, not a company logo. The display of a company logo in School presentations must be specifically approved by the Principal/Board, and in such cases, will be discretely displayed.

d) No ongoing display of logos is permitted. Sponsors will be acknowledged as and when sponsorship occurs but ongoing advertising of the logo will not be permitted.

e) The usual acknowledgement of a sponsor will be a verbal acknowledgement at an appropriate time, such as at an assembly, opening of a project, or at the time of the special event such as an auction or School event.

f) Written acknowledgement of sponsorship may be in the form of a written letter of thanks from a School representative, and/or acknowledgement in the School newsletter.

g) For special one-off projects, a sponsor’s board or item-specific plaque may be considered. This should be considered as part of the scope of the project, should be displayed for a finite period of time, and in an appropriate location. Details of the board or plaque, including length of display time and location of the display should be included in the Sponsorship Checklist. It must be discrete and conform to acceptable standards of ethics and good taste. This is subject to the approval of the Principal/Board.

h) Should a sponsor donate goods with a company logo, that logo must be discrete and conform to acceptable standards of ethics and good taste. In the case of sporting uniforms, the sponsor’s logo should be displayed alongside the School logo. A copy of the logo as it will appear should be submitted with the proposal.

i) Advertising and acknowledgement of a sponsor will only occur when donated goods or services have been received.

j) Advertising and acknowledgement of a sponsor will not be made on the School website, unless it forms part of a School project.

k) School notice boards should not be used for advertising, unless such advertising has been endorsed by the Board and/or Department of Education (eg. Coles vouchers).

l) Consideration will not be given to proposals involving organisations associated with unethical behaviours, alcohol, drug use, cigarettes or any other health compromising behaviours.

m) Advertising brochures will not be sent home with students unless the Board considers the company and product to be relevant to the education of the students. Approval in writing must be obtained from the Board.

n) Sponsorship given by companies/individuals directly associated with the School, for example parents, and those directly relevant to the education of students, will be given priority over other companies.

o) Naming Rights for School projects will not be considered at this time.
3.3 RISK ANALYSIS
a) Are the obligations of the parties clear?
b) Has the value of all forms of sponsorship, both monetary and non-monetary been included in the total cost?
c) Has consideration been given to why this product/service is relevant to the School, and details given of what the School achieves by entering into this agreement?
d) Is there any conflict of interest between the sponsor and the School (for example, are they tendering for works with the Department of Education?)?
e) Has consideration been given to the reputation of the business, their public image, their ethics, and their acceptability to the School community and wider community?
f) Has the form of acknowledgement for the donation been made clear?
g) Have all forms of advertising of the sponsor’s name and logo been detailed? Has a copy of the logo been included in the proposal?
h) Has the length of sponsorship been defined?
i) Has the process for retrieval of donated goods and services been outlined?
j) Is the relationship consistent with the ethos and values of Dalkeith Primary School?
k) Can any liability to the School or Department of Education or the State arise from the Sponsorship relationship?
l) Is the agreement likely to conflict with an existing agreement with a different sponsor? If so, has the existing sponsor been notified and any issues dealt with?
### Appendix A  SPONSORSHIP CHECKLIST

**Sponsor:**  

**Contact Name:**  

**Contact phone:**  

<table>
<thead>
<tr>
<th>If no to any of the below questions, please ask for more information &amp; refer to Principal/Board</th>
<th></th>
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<tbody>
<tr>
<td>Is there an educational or tangible benefit for the School?</td>
<td>Y / N</td>
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<tr>
<td>Is the sponsor an ethical, reputable person/company?</td>
<td>Y / N</td>
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<tr>
<td>Is this a one-off donation?</td>
<td>Y / N</td>
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<tr>
<td>Is a verbal acknowledgement, acknowledgement in newsletter and/or thank-you letter sufficient thanks?</td>
<td>Y / N</td>
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<td>Is the sponsor’s logo of appropriate size &amp; appearance if being displayed?</td>
<td>Y / N</td>
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<tr>
<td>Is the sponsor’s logo to be displayed short-term (eg. For duration of breakfast, or during the course of the event)?</td>
<td>Y / N</td>
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<tr>
<th>If yes to any of the below questions, please complete SAF &amp; refer decision to Board</th>
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<tbody>
<tr>
<td>Does the benefit to the school overwhelmingly exceed the cost of the donation (eg. The donation of a major asset of high value such as a building, for modest endorsement of sponsor)?</td>
<td>Y / N</td>
</tr>
<tr>
<td>Is the proposal for a significant or long-term sponsorship?</td>
<td>Y / N</td>
</tr>
<tr>
<td>Is the sponsorship for more than a one-off event?</td>
<td>Y / N</td>
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<tr>
<td>Will the students or staff be expected to enter into any financial arrangements with the sponsor?</td>
<td>Y / N</td>
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<tr>
<td>Does the sponsor require access to students or student details?</td>
<td>Y / N</td>
</tr>
<tr>
<td>Does the sponsor require representations (eg. photos, names, logos) of the school or its students or staff?</td>
<td>Y / N</td>
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</table>
SPONSORSHIP AGREEMENT FORM

This agreement is made on ______________________ (day/month/year)

Between

(the Chairperson of the Board, for and on behalf of the Minister for Education)

And

(the Dalkeith Primary School Principal)

And

(the “Sponsor”)

DEFINITIONS

1. IN THIS AGREEMENT

“Chairperson of the Board” means the person occupying the position of Chairperson of the Dalkeith Primary School Board

“Principal” means the person occupying the position of Principal of Dalkeith Primary School

“Act” means the School Education Act 1999

“Sponsor” means the party providing goods or services or other benefits in exchange for the right to associate the party’s name pursuant to this agreement.

2. PARTIES TO THE AGREEMENT

School: __________________________________________________________

Name and address of Sponsor and brief description of what sponsor’s company does

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

(If Sponsor is a company, include ABN and address of registered office)
3. DETAILS OF ADVERTISING OR SPONSORSHIP AGREEMENT

a) Is the donation or sponsorship considered significant? Yes / No

b) What good or service is being provided? Please also provide detail of how goods or services will be received.

________________________________________________________________________

________________________________________________________________________

c) For what purpose is the good or service being provided?

________________________________________________________________________

________________________________________________________________________

d) Does the sponsor require acknowledgement of their donation? Yes / No

e) What format should this acknowledgement take? Include details of written or verbal acknowledgement expected.

________________________________________________________________________

________________________________________________________________________

f) Does the sponsor require the School to display their logo? Yes / No

g) If yes, where is the logo to be displayed? Please include a copy of the logo.

________________________________________________________________________

________________________________________________________________________

h) What is the value of the goods/services being provided? Please include terms of payment, a fair and equitable value of all goods, any other relevant benefit and conditions, and what should happen to surplus funds if appropriate.

________________________________________________________________________

________________________________________________________________________

i) Any other relevant information or special conditions.

________________________________________________________________________

________________________________________________________________________

j) Period of agreement?

From: _______________________________ To: _______________________________

(Not to exceed 1 year)
4. CONDITIONS OF THE AGREEMENT

i. The Minister may, at any time, cancel this Agreement with immediate effect:
   a. If there is any change in Government Policy which may affect dealings with the Sponsor.
   b. If the Minister determines that the Sponsor is not an appropriate person to sponsor a Government educational institution.
   c. If the Minister is otherwise unable to meet the Minister’s obligations or to accept the advertising or sponsorship offered under this Agreement.

ii. The Minister or School may, at any time, cancel this Agreement by giving one month’s notice in writing to the Sponsor.

iii. The Sponsor acknowledges that no agency, employment, joint venture or partnership is created between it and the Minister by the Agreement and undertakes not to hold itself out as having authority to act on behalf of the Minister by virtue of this Agreement.

iv. The Sponsor acknowledges that by accepting this Sponsorship Agreement, the Minister does not endorse the Sponsor’s products, services or business activities. The Sponsor acknowledges that it may not use the School name or the existence of the Agreement except as is provided under Clause 6 of this Agreement “Minister’s Obligations”.

v. If the Sponsor so requires, the School will provide to it, at the end of the period of the Agreement, written details of the manner in which goods, services and money provided by the Sponsor have been applied.

vi. Letters of thanks and written acknowledgements may not be used in any promotional or advertising material used by the sponsor’s company or be seen as a specific endorsement of that company by the School or Department of Education of Western Australia.

vii. The Sponsor shall indemnify and keep indemnified the Minister and all officers, employees, agents and representatives of the Minister or the Department of Education of Western Australia against any and all actions, suits, claims, demands, proceedings, loss or damage suffered, made against or incurred by, any of those indemnified persons arising out of or from or in connection with this Agreement.

viii. The Sponsor may not assign or transfer or purport to do so, this Agreement or any rights in it or parts of them, without prior consent in writing by the Minister for Education or nominee.

ix. If there is a conflict or inconsistency between Clause viii and any other provision of this Agreement, Clause viii will prevail to the extent of that conflict or inconsistency.

5. OFFER OF ADVERTISING OR SPONSORSHIP ARRANGEMENT

On behalf of the above named Sponsor, I agree to provide the funds, goods and services or other benefits described above and agree to comply with the conditions and special conditions as set out above.

Signature: _______________________________ Date: ______________________

Name: ______________________________________________________________________

Person: _____________________________________________________________________

6. ENDORSEMENT BY SCHOOL BOARD

Signature: _______________________________ Date: ______________________

Name: ______________________________________________________________________

Office Held: __________________________________________________________________

Comments: ___________________________________________________________________
7. ACCEPTANCE
On behalf of the Minister for Education, I accept the offer of advertising or sponsorship described above, subject to the conditions and special conditions set out above.

Signature: ____________________________________ Date: ______________________
(Principal or nominee)
Name: __________________________________________
Office Held: __________________________________________

Review Date:  April 2013