



Department of Education and Training

SPONSORSHIP

EFFECTIVE: 1 JANUARY 2001

September 2008 - This policy is under review. For information relating to advertising please refer to the *Advertising and Logo Use* policy. For information relating to sponsorship please refer to the relevant sections of the *Sponsorship* policy and to the State Supply Commission's *Sponsorship in Government* guidelines available from <http://www.ssc.wa.gov.au/files/government/sponsorship.pdf>. Any further enquiries can be referred to Corporate Communications and Marketing on (08) 9264 5233.

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Sponsorship

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 and Training employees.

1 BACKGROUND

The School Education Act 1999 and Regulations permit advertising and sponsorship consistent with the generally accepted values, purposes and goals of government school education. It is the intention of the Act, regulations and this procedure that participation in advertising and sponsorship will not generate pressure on children, parents or schools to purchase particular goods or services, subscribe to particular beliefs or attitudes or pursue particular courses of action.

The Act requires the School Council to approve all advertising and sponsorship proposals.

Schools need to be aware that they are liable for Goods and Services Tax (GST) on advertising and sponsorship if the advertiser or sponsor receives any commercial benefit from the agreement.

The value at which the advertising or sponsorship arrangement requires approval from the Director-General or the Minister has been prescribed in the regulations. (See below in Relevant Legislation/Authority section)

The Department will be required to report annually on the extent of advertising and sponsorship in schools.

2 DEFINITIONS

2.1 ADVERTISING OR SPONSORSHIP

Advertising or sponsorship are business activities and can be defined as the negotiated provision of funds, goods or services in exchange for advertising, publicity or other benefits.

Advertising or sponsorship agreements involve an exchange of money, goods or services and are therefore contracts for the supply of goods and services. As such they must comply with *State Supply Commission policies* and the *Western Australian Public Sector Code of Ethics*.

2.2 DONATIONS

A donation is an unconditional gift of money, goods or services. These procedures and guidelines do not apply to donations.

3 RELEVANT LEGISLATION/AUTHORITY

*School Education Act 1999 112(1)(d), 216 (5), 221 (2),
School Education Act 1999 Regulations 49, 50, 51, 52 and 53
Financial Administration and Audit Act 1985
State Supply Commission Policy
Western Australian Public Sector Code of Ethics.*

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4 PROCEDURES

- a) The standard advertising or sponsorship agreement form (*appendix 1*) must be used for all advertising or sponsorship arrangements.
- b) Where the advertising or sponsorship arrangement is between more than one school, approval by the District Director is required. System wide arrangements require approval of the Director-General.
- c) As part of the approval process by the School Council, the school should provide a *Risk Analysis*.
- d) The school will provide a summary of the number and value of current arrangements and agreements to the District Director by 31 May each year.
- e) Acknowledgement of advertisers and sponsors must be restricted to a statement of acknowledgement.
- f) Schools will exercise discretion about the type and extent of advertising or sponsorship activities, however advertisers and sponsors must not require the school to erect billboards, banners or other prominent acknowledgement or advertising signs.

5 GUIDELINES

5.1 WRITTEN UNDERSTANDING OF AGREED ARRANGEMENTS.

For advertising or sponsorship arrangements less than \$500, schools should seek a written understanding of the agreed arrangements.

5.2 ACCEPTABLE FORMS OF ADVERTISERS OR SPONSORS IDENTIFIERS AND LOGOS, PERMITTED LOCATIONS AND PHYSICAL APPEARANCE OF SIGNAGE

- a) The Education Department of WA logo and the school's logo should be prominently displayed in conjunction with any corporate logo used in an activity, on any printed matter or on clothing.
- b) The advertiser's or sponsor's corporate logo should be no bigger than the Departmental logo or school logo.
- c) Advertiser or sponsor acknowledgement should be in a form which is consistent with the ethos and values of the Education Department of WA and which can be associated with public education without causing community concern.
- d) The advertiser's or sponsor's name, trademark, logo or symbol may be displayed on sporting or similar apparel or other locations but should conform to acceptable standards of ethics and good taste.
- e) Schools should neither insist on students wearing clothing carrying an advertiser's or sponsor's name, trademark, logo or symbol, nor constrain students from participating in the sponsored activity.
- f) Plaques or small signs acknowledging the sponsor can be displayed on or near equipment supplied by the sponsor.

- g) Advertisements or written acknowledgements of sponsors are permitted in school newsletters.

5.3 CHECK LIST TO ASSIST WITH RISK ANALYSIS

- a) Are the obligations of the parties clear?
- b) Has the valuation of all monetary and non monetary benefits been included in the total cost?
- c) Are educational materials to be provided clearly identified with the advertiser's or sponsor's corporate logo?
- d) Is the agreement consistent with the ethos and values of school education?
- e) Has the advertiser or sponsor previously provided advertising or sponsorship to the school or other schools?
- f) Is there any possibility of damage to the Education Department's reputation and image?
- g) Can any liability to the Education Department or the State arise from commission arrangements?
- h) Does the advertising or sponsorship agreement imply that a product or service is recommended by the Education Department of WA?
- i) Does the advertiser or sponsor require acceptance of the advertising or sponsorship agreement to be a condition for student participation in the sponsored activity or program?

Where there is doubt as to the suitability of an organisation, the advertising or sponsorship agreement negotiations should not proceed until written advice has been obtained from the Executive Director Schools.

5.4 ADVERTISING OR SPONSORSHIP AND COMMERCIAL AGENTS

Where a Commercial Agent is involved in negotiating an advertising or sponsorship agreement the Principal or Manager should:

- a) Ensure that any commission arrangements are between the Commercial Agent and the advertiser or sponsor; and
- b) Ensure that the Education Department incurs no liability from any commission arrangements.

5.5 NAMING RIGHTS REQUIRE APPROVAL

Naming Rights with respect to Regulation 52(2)(a) and (b) require the approval of the Minister.

Naming Rights with respect to Regulation 52(2)(c) require the approval of the Director-General.

APPENDIX A SPONSORSHIP AGREEMENT

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SPONSORSHIP AGREEMENT (Section 216(2)(d) of the School Education Act 1999)

This Agreement is made on _____ (day/month/year)

Between:

(the "Principal" for and on behalf of THE MINISTER FOR EDUCATION)

AND

(the "Provider")

DEFINITIONS

1. IN THIS AGREEMENT

"Principal" means the person occupying the position of principal of the school

"Act" means the School Education Act 1999

"Provider" 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 Provider _____

(If applicant is a company, include ABN number and address of registered office)

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DETAILS OF THE ADVERTISING OR SPONSORSHIP AGREEMENT

3. FINANCIAL ARRANGEMENTS

(Detail financial accountability requirements including the terms of payment, a fair and equitable value of all goods, services and other benefits and conditions for use and specify what should happen to surplus funds)

4. PERIOD OF AGREEMENT

From _____ To _____
(Not to exceed 2 years)

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5. MINISTER'S OBLIGATIONS

(Insert details of any obligations, acknowledgements and undertakings which the Minister, through the school, must provide to the Provider)

6. SPECIAL CONDITIONS

(Insert details of any special conditions)

7. CONDITIONS OF THIS 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 Provider;
 - (b) If the Minister determines that the Provider is not an appropriate person to sponsor a Government education 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 may at any time cancel this Agreement by giving one month's notice in writing to the Provider.
- III. The Provider 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 Provider acknowledges that by accepting this Advertising or Sponsorship Agreement, the Minister does not endorse the Provider's products, services or business activities. The Provider 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 Provider 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 Provider have been applied.

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VI. The Provider shall indemnify and keep indemnified the Minister and all officers, employees, agents and representatives of the Minister or the Education Department 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.

VII. The Provider 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.

8. If there is a conflict or inconsistency between clause 7 and any other provision of this Agreement, clause 7 will prevail to the extent of that conflict or inconsistency.

9. OFFER OF ADVERTISING OR SPONSORSHIP ARRANGEMENT

On behalf of the above named Provider, 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 _____

Position _____

10. ENDORSEMENT BY SCHOOL COUNCIL (Section 216(5) of the Act)

Signature _____ Date _____

Name _____

Office held _____

11. 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 _____