

Fundraising and Sponsorship Policy

Introduction

1. A sponsorship arrangement can be a powerful way to build and strengthen partnerships. Sponsorship alliances can provide financial and marketing support to potential partners of U3A Cardinia while at the same time, generating funds to support the organisation's purposes.
2. U3A Cardinia is committed to ensuring that fundraising and sponsorship activities are carried out in an ethical manner and that they do not expose the organisation to financial or reputational risk.

Purpose

3. The purposes of this policy are to:
 - document the standards to be applied when raising funds from the community
 - establish the framework and guidelines for the creation of productive partnerships between U3A Cardinia and the private sector, that is, sponsorship alliances with corporations, foundations, individuals and other non-government groups.

Policy

4. All fundraising activities and sponsorship arrangements carried out by U3A Cardinia will comply with all relevant laws and be consistent with U3A Cardinia's constitution and policies.
5. U3A Cardinia will accept sponsorships as an additional source of funding provided that all sponsorship arrangements adhere to the principles embodied in this policy.
6. U3A Cardinia will not enter into a sponsorship arrangement with any corporation, organisation or individual where that association or sponsorship, would jeopardise the organisation's financial, legal or moral integrity.
7. Sponsorship of U3A Cardinia, or of any project, program or event held by the organisation, will not entitle any sponsor to influence any decision taken by the Committee or the organisation as a whole.
8. Naming rights associated with any sponsorship must be approved by the Committee and comply with relevant legislation.
9. All event and project sponsorships must have significant financial commitment from the sponsor to help offset the costs associated with the activity.
10. Sponsorship to the value of \$500 or more will be supported by written contractual agreements between U3A Cardinia and the sponsor. The clauses specified in Schedule 1 will be included in any such agreement.
11. No individual member of U3A Cardinia will accept any commission, bonus, in-kind benefit or payment to them as an individual as part of a fundraising or sponsorship arrangement involving U3A Cardinia.

12. All communications to the public made by U3A Cardinia or a sponsor in the course of fundraising, or in relation to a sponsorship arrangement, will be truthful and non-deceptive.
13. All monies raised through fundraising will be used for the stated purpose of the appeal and will comply with U3A Cardinia's purposes, as specified in the organisation's Rules of Association.
14. All personal information collected by U3A Cardinia is confidential and will not be sold, given away or disclosed to any third party for fundraising or sponsorship purposes without the express consent of all of the individuals concerned.
15. No general fundraising activities that seek monetary contributions from members of the public will be undertaken by telephone, email or door-to-door.
16. Fundraising and sponsorship arrangements will not be undertaken where the organisation may be exposed to significant financial or reputational risk.

Procedures

17. A **Fundraising and Sponsorship Sub-committee** will be formed to oversee all sponsorship arrangements and all major fundraising activities. The sub-committee will report regularly to the Committee, including tabling of minutes of sub-committee meetings.
18. Before being undertaken, all fundraising activities must have the approval of the Committee and the approval must be recorded in the Committee's minutes.
19. A statement estimating income and expenses related to a fundraising activity or sponsorship arrangement will be prepared before the commencement of any new activity or arrangement so that it can be determined whether there is associated financial risk to U3A Cardinia.
20. Any breach of this policy will be handled by the Committee of Management in accordance with U3A Cardinia's Grievance Policy.

Responsibility

21. The Committee is responsible for developing, implementing, reviewing and publishing this policy.
22. All members are responsible for adhering to this policy.

Authorisation

23. This policy was adopted by the Committee of U3A Cardinia, and minuted as such, on 10/08/2016.
24. This policy will be published by the Committee of U3A Cardinia on its website within 4 weeks of the date of this authorisation.

Related Policies

- U3A Cardinia's Grievance Policy
- U3A Cardinia's Risk Management Policy

Schedule 1

Sponsorship Contract - Guidelines

Sponsorship contracts and letters of agreement involving U3A Cardinia 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 will 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 U3A Cardinia'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 U3A Cardinia's word mark, logo or crest must be stipulated in all contracts and agreements.
5. **Exclusivity:** U3A Cardinia 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: *"U3A Cardinia 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 will 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 will ensure U3A Cardinia reserves the right to cancel the sponsorship should circumstances dictate; for example: *"When circumstances beyond the control of U3A Cardinia force the cancellation or substitution of a sponsored event or project, U3A [Name] reserves the right to cancel without finding itself financially liable or in breach of contract."*