



AFP Legacy Sponsorship Policy

The purpose of this document is to provide guidance and a framework in relation to AFP Legacy seeking sponsorship.

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Definitions

Sponsorship

Sponsorship is an agreement with an organisation or company to provide AFP Legacy with financial assistance in the form of goods, services or rights to help AFP Legacy achieve its objectives in return for specified benefits. Benefits are generally in the form of public recognition of the sponsorship and will follow a hierarchy of recognition according to individual agreements and sponsorship amount.

Endorsement

Endorsement is when AFP Legacy gives, or appears to give, approval or support to an organisation, individual, product, service or activity. Endorsement can only be provided in a limited number of circumstances and will be approved on a case-by-case basis by the Board of Management. Endorsement can be non-commercial or commercial.

Non-commercial endorsement occurs when an event or activity organised by a government agency, not for profit community organisation or charity is publicly supported by AFP Legacy and the benefit it received does not involve a commercial benefit or profit. It must support the AFP mission and not create an actual or perceived conflict of interest between the organisation and AFP Legacy. The endorsement policy applies to AFP Legacy because we use the word *police* in our operating name.

Commercial endorsement may be considered and entered into with strict guidance. In these instances, the AFP Legacy Board of Management is to fully assess any conflict of interest circumstances on a case-by-case basis.

Donation

A donation is a product, service or cash that is given to AFP Legacy by an organisation, company or individual with no return benefit other than personal recognition (e.g. letter of thanks) and a receipt for taxation purposes.

Policy purpose

The purpose of this Policy is to provide guidance to AFP Legacy board members and people seeking and accepting sponsorships for AFP Legacy fundraising activities and events. It provides guidance about selecting sponsors, securing and managing sponsorships, appropriate documentation of agreements and approvals, and reporting requirements.

There are several key aspects to the Sponsorship Policy:

- AFP Legacy does not sponsor or endorse products or services from an external person or organisation.
- AFP Legacy will allow an external person or organisation to sponsor them.
- Sponsorship activities must clearly align with our constitutional responsibilities and corporate objectives.
- In an environment of increased accountability and external scrutiny, we must maintain absolute probity in all our dealings.

Policy application

This policy applies to:

- The Board, Patrons and Vice Patrons of AFP Legacy.
- Any individual or group that has received fundraising authority from AFP Legacy. Further, all individuals or groups that have been provided a Fundraising Authority by AFP Legacy must receive a copy of this Sponsorship Policy.

Scope

The Sponsorship Policy applies to all of AFP Legacy endeavours including but not restricted to:

- Scholarships, Awards, Prizes and Events
- Conferences and seminars
- Equipment
- Fundraising ventures
- Orations and speeches.

The Sponsorship Policy covers all activities described as sponsorship in the definition below, regardless of whether the sponsorship is product (in-kind), cash or service.

Principles

The following criteria must be met by any sponsorship or partnership arrangement. The term 'sponsorship' is used for simplicity, but it also includes partnership arrangements.

1. Common aims – the purpose and aims of the sponsoring body must not be in conflict with the aims and objectives of AFP Legacy.
2. Acceptable commercial practices – the known commercial practices of the sponsoring body (in Australia and elsewhere) must be consistent with good practice and ethics within the industry and applicable regulations and standards.
3. Common purpose of the sponsorship – the purpose of the sponsorship must be consistent with and in support of AFP Legacy’s objectives. There should be no real or apparent conflict of interest between the mission and objectives of the organisation and those of a funder. A financial arrangement should not influence, impose or imply conditions that would limit, or appear to limit, AFP Legacy’s ability to carry out its functions fully and impartially, with integrity and in accordance with high professional standards.
4. In accepting sponsorship, AFP Legacy does not explicitly endorse the company or any of its products. The relationship is limited to the terms and purposes of the sponsored activity.
5. Companies are invited to partner/sponsor AFP Legacy. By working together, programs and agreements can be developed to meet a company’s marketing and corporate social responsibility objectives and/or a shared mission. Companies can become business partners through a formal agreement that may cover activities such as:
 - event sponsorships
 - education and bereavement program sponsorships
 - in-kind support such as printing
 - Percentage of sales contribution on products sold.
6. We aim to work with organisations that not only share our mission but also our core values and ethics. Through cause related marketing organisations can demonstrate to their customers their corporate social responsibility and commitments.
7. AFP Legacy has the right to expect that a business will not mislead or deceive AFP Legacy. This may relate to value, capabilities or quality of goods and services. Any disclaimers must be prominent and visible, not be obscured and not undermine or contradict the main offer. Enough information must be given for AFP Legacy to make an informed choice about a company and their sponsorship.
8. Some businesses use practices that fall below a minimum standard of ethical conduct. AFP Legacy should not be involved with companies who exhibit unconscionable conduct.
9. No product names – the name of a company, but not a specific product, will be associated with a sponsorship arrangement where possible. There will be cases where this is not possible as the name of the company is synonymous with the product (e.g. Coca Cola).
10. Use of the AFP Legacy logo and name – AFP Legacy will not relinquish control of its name and logo. Sponsorship agreements may also specify appropriate arrangements for use of the names and logos of the parties for the sponsored activities.

11. Sponsorship funds – there should be minimum handling of sponsorship funds by the AFP Legacy Board of Management. Preferably, AFP Legacy funds should be electronically transferred. Alternatively cash or cheques can be banked into the AFP Legacy account as soon as possible. Remittance advice and receipts should be provided as soon as practical.
12. Sponsorship arrangements - The terms and conditions of all sponsorship arrangements will be documented. This may include emails, letters of agreement, and/or formal contracts, depending on the nature and value of the arrangement. The elements that must be documented are the agreed fees, conditions and benefits, AFP Legacy and sponsor brand management protocols and the life time of the agreement.

Sponsorship limitations

In all its dealings, AFP Legacy demands high levels of integrity, governance and compliance. As an affiliated organisation with the AFP, stringent rules apply.

Sponsorship must not limit the AFP Legacy's ability to carry out its functions fully and impartially. The organisation will not enter into sponsorship arrangements that compromise its independence, or are judged to incur an unacceptable risk of damage to AFP Legacy's reputation and standing in the community, eg. businesses owned or affiliated with Outlaw Motorcycle Gangs.

Sponsorships, which could involve AFP Legacy in controversial issues or expose the organisation to adverse criticism or impugn its reputation, must be avoided.

The following sponsorships are regarded as being inappropriate:

- Political or religious organisations, groups or affiliates
- Programs that denigrate, exclude or offend minority community groups
- Programs that may present a hazard to the community
- Programs that create environmental hazards
- Programs that do not reflect community standards.

The objectives and mission of the sponsor and AFP Legacy must not conflict.

1. Sponsorship will not be accepted where proposed sponsorship conflicts with the broader policies and practices of the Australian Government and other public sector agencies (e.g. public health objectives - no alcohol or tobacco company sponsorships).
2. Sponsorship must not require AFP Legacy to endorse the sponsor or the sponsor's products or services.
3. Where sponsorship is in the form of provision of the sponsor's goods, the AFP Legacy Board of Management must evaluate the product for fitness of purpose against appropriate criteria.
4. In seeking sponsorship, expressions of interest should be sought from a minimum of three organisations where there are a number of potential companies in an industry e.g. Telecommunications.
5. All sponsorship proposals are to be evaluated against appropriate criteria for the project or initiative.

6. All sponsorships must be confirmed in writing and signed by a person in authority.
7. All sponsorships must be properly approved by the Board of Management of AFP Legacy and the AFP Legacy Patron AFP Commissioner Andrew Colvin where more rigorous clarity is required.
8. AFP Legacy President and Board of Management should ensure the sponsor receives the agreed benefits, or a reasonable and timely explanation as to why benefits were not achieved.
9. An AFP Legacy Board Member must not induce sponsorship with the promise of favourable treatment in purchasing decisions. (Any tender or purchasing process must be completely independent of, and cannot show consideration towards a company or individual when seeking sponsorship).
10. No member of the AFP Legacy Board of Management should receive a personal benefit from sponsorship. Conflicts of interest should be declared as soon as practical by Board Members.
11. At times it may be necessary to seek advice from the AFP Legacy Patron, the AFP Commissioner Andrew Colvin, in regards to the flexibility of certain arrangements.

Third party sponsorship

Sponsorship must be direct. Therefore, the AFP Legacy does not accept funds from any person or organisation where it is restricted by this policy even where routed through a third party. For example, requesting that a local licensee to route a donation to the Police Force through another organisation or individual in order to disguise the origin of the funds.

Peak bodies

AFP Legacy may consider sponsorship from peak bodies such as the Australian Hotels Association or Registered Clubs Association (even where the AFP police their individual members) provided that:

- A risk assessment has been conducted and no conflict of interest exists or may reasonably be perceived.
- Sponsorship benefits the community (in line with community policing principles).

Reporting

All sponsorship proposals / activity is to be reported to the Board prior to sourcing potential sponsorships to avoid conflict and to allow registering and tracking of all sponsorship activity.

Full and proper documentation and agreements are required for all sponsorship agreements. The agreement needs to contain certain clauses including:

- The objective
- Clear description of sponsorship and the nature of the services to be provided
- Terms and conditions
- Party names
- Benefits and how the logo will be used
- Amount, form and delivery of payments

- Obligations, rights and responsibilities of each party
- Termination of sponsorship including period of notice
- Compliance breaches
- Conciliation procedures.

Determination of entitlements / benefits

The terms and conditions, the costs and benefits, associated with any sponsorship arrangement will be developed and negotiated initially on a case-by-case basis or in accordance with a standardised sponsorship package option (e.g. event sponsorship).

The fees will be determined by an assessment of the 'market' or 'business' value of the intangible and tangible benefits that AFP Legacy is offering to a potential sponsor, i.e. an event audience, profiling opportunities in beneficial sector, positive association with our work. This determination will vary from case to case and over time.

Sponsorship documentation

All sponsorship arrangements must be in writing as a statement setting out clearly the intentions of both AFP Legacy and the sponsor. This avoids any misunderstanding or false expectations, and is in keeping with the commitment to corruption prevention.

This formal agreement may be a letter of agreement, usually used for minor sponsorships or a record of sponsorship. Specific advice should be sought from AFP Legal in relation to queries about the form and content of sponsorship documentation or for advice as to termination of sponsorships.

Sponsorship documentation should contain:

- The sponsor's full corporate name.
- Witnessed signatures of delegated AFP Legacy and authorised sponsor representatives.
- Period of agreement and, if applicable, renewable date.
- Sponsorship value.
- Responsibilities and obligations of the parties and a summary of agreed sponsor benefits.
- Risk management arrangements and insurance details
- Dispute resolution
- Termination conditions.

Reporting and evaluation

The results of the sponsorship should be reported back to the sponsor. Reporting and evaluating the return on the sponsor's investment and the effectiveness of the project is good business and will assist the sponsor justify future sponsorships.

Termination of sponsorship

Termination of sponsorship should occur in circumstances where:

- Criminal investigations involving the sponsor, sponsoring organisation or its principals are taking place.

- Serious adverse publicity has been attracted to the sponsor, the sponsoring organisation or its principals.
- The reputation or integrity of AFP Legacy could become an issue.
- The sponsor's action may reflect poorly on the AFP and/or AFP Legacy.

Risks of sponsorship

- Conflict of interest
- Sponsorship that does not eventuate
- Embarrassment to AFP and/or AFP legacy
- AFP and/or AFP Legacy influenced or perceived to be influenced by sponsor
- AFP and/or AFP Legacy endorses or appears to endorse a sponsor's product.