



NSW Police Force

**New South Wales
Police Force**

Sponsorship, Donation and Fundraising Policy

Public Affairs Branch

12 November 2014

Sponsorship, Donation and Fundraising Policy

This policy aims to ensure community trust and confidence in the NSW Police Force is maintained with sponsorships by providing guidance in sponsorship management.

Essential Summary: Sponsorship and the Police Force

Sponsorship

Sponsorship is a commercial arrangement in which a sponsor provides a contribution in goods, services or funding to support a Police activity in return for specified benefits, usually public acknowledgement and recognition. There are two key aspects to Police sponsorships:

- the NSW Police Force *does not* sponsor or commercially endorse the products, services or activities of an external organisation or person
- the NSW Police Force will allow an external organisation or person to sponsor Police programs or activities, as long as the sponsorship does not conflict with Police corporate objectives.

Items excluded from sponsorship include standard-issue police uniforms and equipment such as computers, radios, batons, wet weather gear, safety vests and other personal protective equipment.

Sponsorship Opportunities

Commands can develop sponsorship opportunities by identifying existing or proposed Police programs and initiatives which:

- could be enhanced by community or private funds, goods or services
- would not be compromised by community or private sector involvement
- would provide a useful, additional or enhanced service to the community; and
- would provide public recognition benefits for a potential sponsor.

Responses to a NSW Police Force call for sponsors, or unsolicited sponsorship offers, must be assessed against the criteria set out in this policy. If a sponsorship offer is approved by a delegated approving officer, a formal agreement setting out the terms and conditions of the sponsorship must be signed with the successful applicant. Flow charts showing the key points of the sponsorship process are provided to assist.

Coordination and Review

An employee must act as the Police coordinator – the contact point between the sponsor and the NSW Police Force. The coordinator must ensure the sponsor and the NSW Police Force both comply with the sponsorship agreement. Should circumstances surrounding the sponsorship vary so that the agreement is not adhered to, or new risks are identified, then the suitability of continuing the sponsorship arrangement must be assessed.

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1	February 1992	unknown	Sponsorship and Endorsement Policy
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4	November 2001	Mary Pugh Marketing Project Officer	Policy revised and updated
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4.2	October 2009	Mary Pugh / Alan Tongs Executive Officer	Fundraising section updated
4.3	September 2011	Mary Pugh / Alan Tongs Executive Officer	Minor amendments and updating
5	November 2014	Alan Tongs Executive Officer	Major review and updating, including new information on motor vehicles, developing and publicising sponsorship opportunities, financial arrangements, assessing sponsorship offers including unsolicited offers, and a standard sponsorship agreement.

PART ONE

1. INTRODUCTION

1.1 Sponsorship and the NSW Police Force

Sponsorship is a method by which individuals, businesses, councils and community groups support NSW Police Force initiatives and projects to help create a safer community.

The NSW Police Force accepts sponsorship as a means to supplement police resources either by reducing the cost of performing a particular activity, or by enhancing or expanding service delivery. While most sponsorships are expected to result from invitations from the NSW Police Force, some may result from unsolicited offers made by external organisations.

This policy aims to ensure community trust and confidence in the NSW Police Force is maintained with sponsorships. The policy provides guidance on the management of sponsorships, including:

- ensuring sponsorships are transparent, appropriate, properly recorded and accountable
- identifying the types of organisations and activities suitable for or excluded from sponsorship
- identifying and developing sponsorship opportunities and assessing sponsorship offers; and
- authorising, managing and renegotiating sponsorships.

This policy also provides guidance on the management of donations, fundraising and gifts to the agency.

1.2 Scope – Who this Policy applies to

This policy applies to all employees¹, Volunteers in Policing, and persons engaged to assist the NSW Police Force to undertake its responsibilities in accordance with the *Police Act 1990*.

This policy does not apply to:

- the offer or receipt of criminal rewards, which are managed by the Rewards Evaluation Advisory Committee (REAC)

¹ Employee: Police Officer, Administrative Officer, Ministerial Employee and Temporary Employee.

- goods, services or funding provided by a State or Federal Government agency to assist with operations conducted by the NSW Police Force and/or that agency
- grants (see section 4.3.2).

1.3 Related Policies and Documents

1.6.1 NSW Police Force Policies

Other Police Force policies related to this policy are set out below:

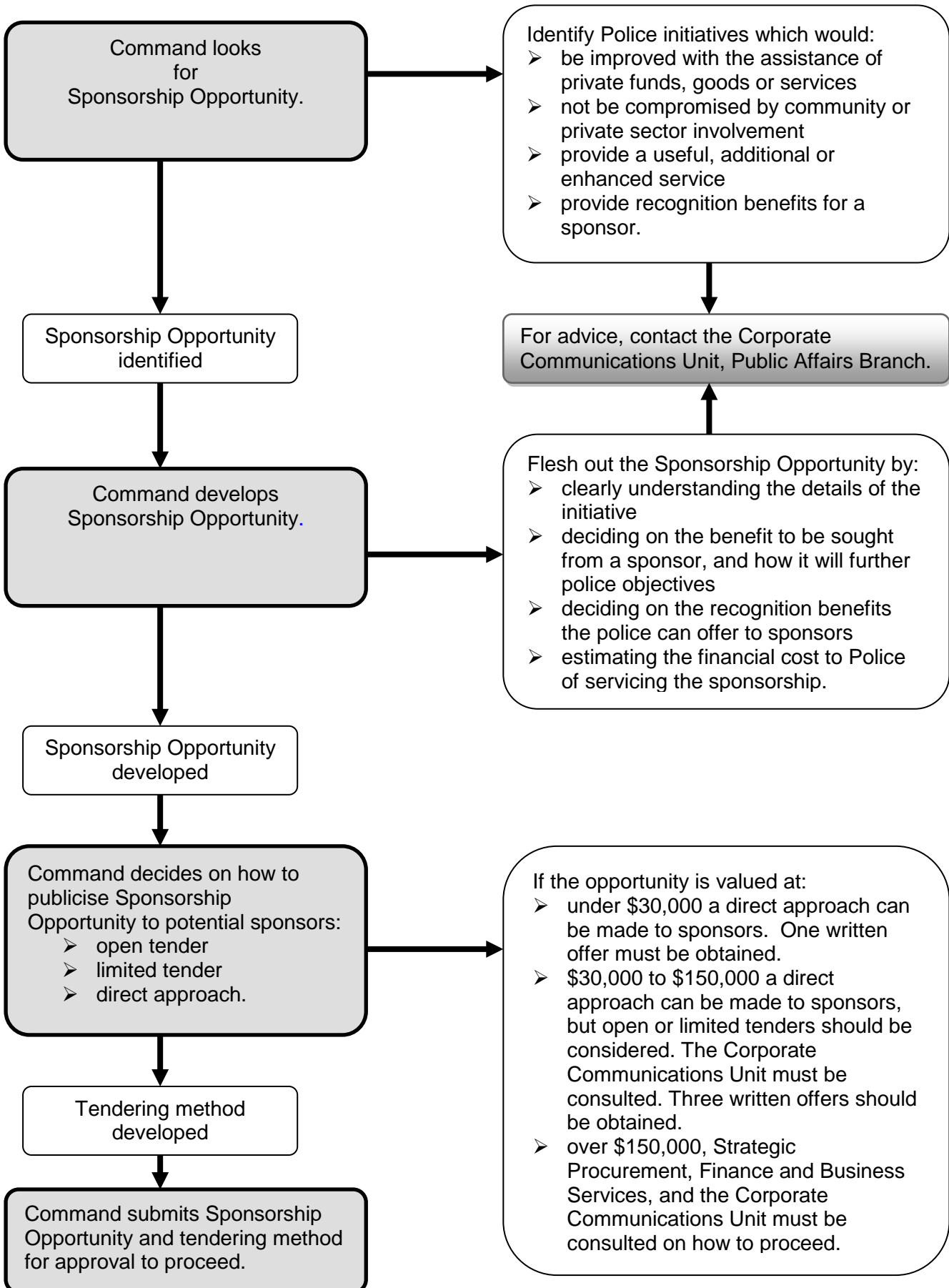
- *Code of Conduct and Ethics (Standards of Professional Conduct Booklet)* Professional Standards, 2013
- *Corporate Branding Policy and Standards*, Public Affairs Branch, 2014
- *Fixed Assets Policy*, Financial and Business Services, 2014
- *Internet Content Policy*, Public Affairs Branch/BTS, 2011
- *NSW Police Force Endorsement Policy*, Public Affairs Branch, 2009
- *NSW Police Force Purchasing Policy*, Financial Services, 2007
- *NSW Police Force Safe Driving Policy*, Traffic and Highway Patrol Command, 2009
- *Procedures for Managing Conflicts of Interest*, Professional Standards, 2012
- *Receipt of Gifts and Benefits Guidelines*, Professional Standards Command, 2011
- *Vehicle Evaluation Methodology*, Strategic Procurement and Fleet Services, 2013
- *Vehicle Marking Policy*, Strategic Procurement and Fleet Services, 2012.

1.6.2 Other Documents

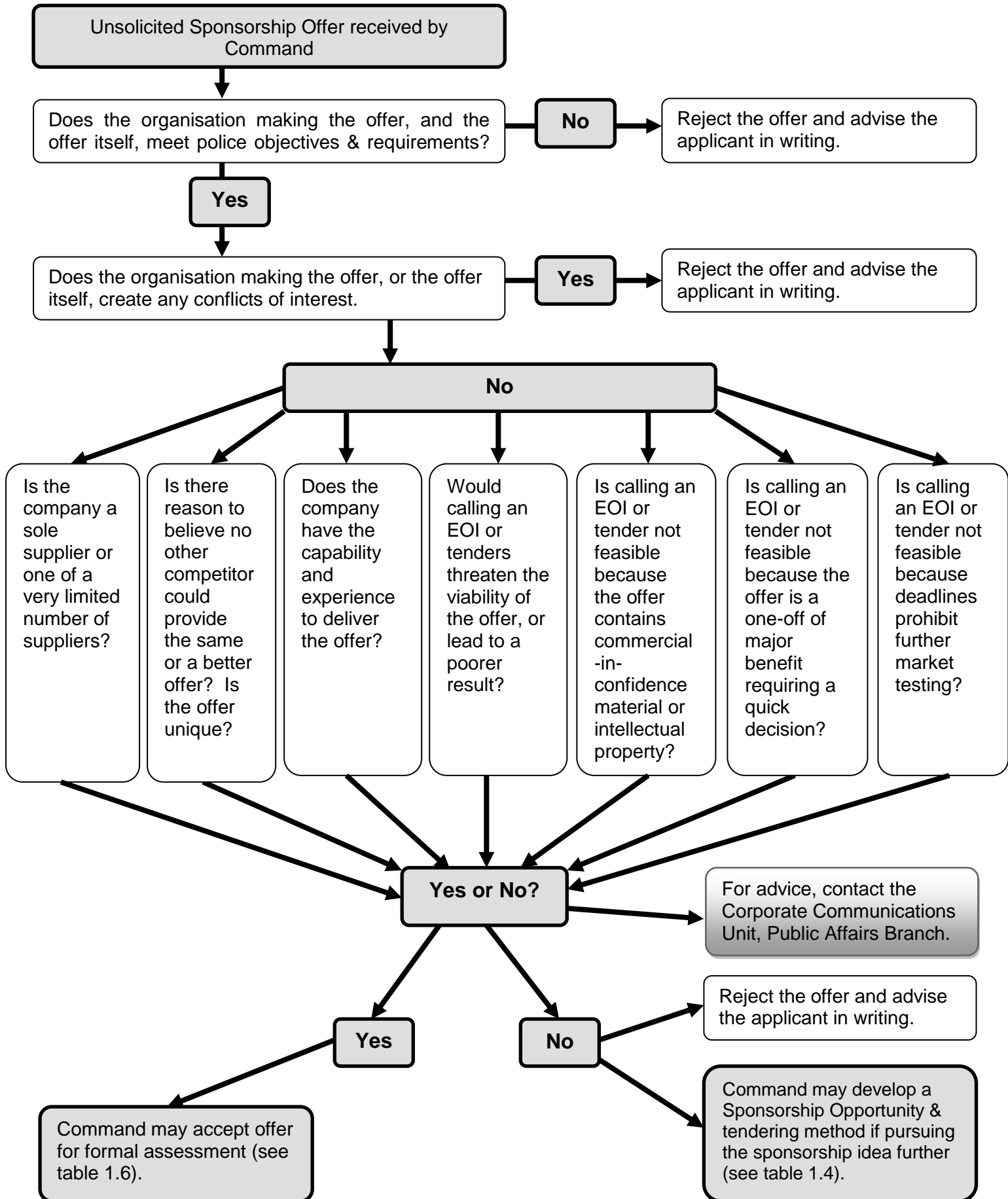
Other documents related to this policy are set out below:

- *Management of Corporate Sponsorship*, Commonwealth Australian National Audit Office, April 1997
- *Queensland Government Sponsorship Policy*, Queensland Department of Premier and Cabinet, January 2012
- *Sponsorship in the Public Sector*, Independent Commission Against Corruption, May 2006
- *Sponsorship Management: Achieving mutually beneficial outcomes*, Queensland Crime and Misconduct Commission, September 2006
- *Sponsorships Policy*, NSW Health, January 2005
- *Unsolicited Proposals: Guide for submission and Assessment*, NSW Government, February 2014
- *Victorian Government Sponsorship Policy*, Department of Premier and Cabinet, August 2012

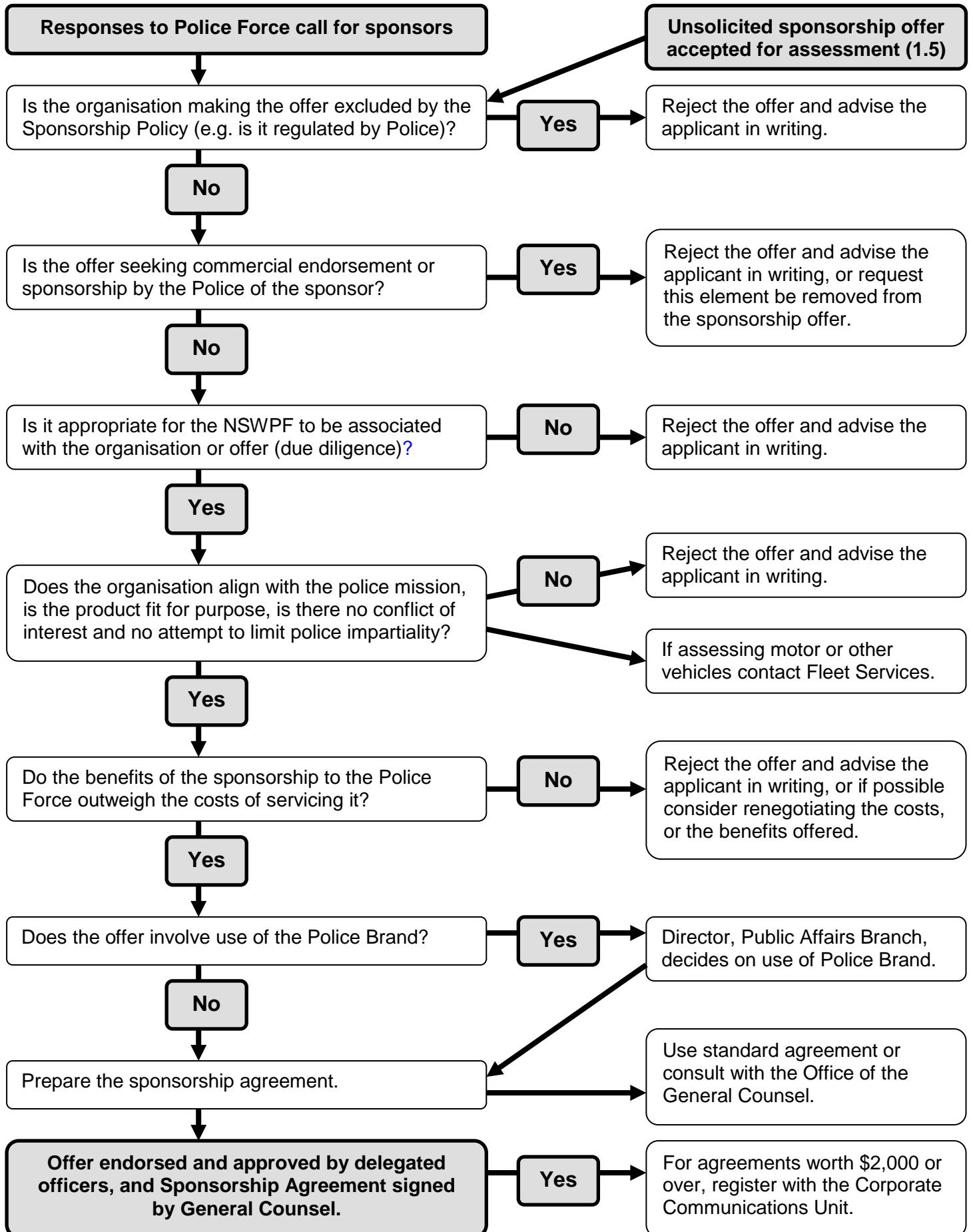
1.4 Summary Flow Chart: Sponsorship Opportunity



1.5 Summary Flow Chart: Unsolicited Offers



1.6 Summary Flow Chart: Assessing Sponsor Offers



1.7 Where can I get help?

Command/ Organisation	Advice	Contact Details
Public Affairs Branch	<p>Advice on sponsorship, donations and fundraising.</p> <p>Sponsorship Register</p> <p>Advertising funded publications</p> <p>Use of NSW Police Force corporate brand (insignia etc)</p>	<p>Public Relations Officer Ph: 9285 3229 or E/N: 53229 Fax: 9285 3238</p> <p>Email: #Sponsorships</p> <p>Corporate Design Coordinator Ph: 9285 3690 or E/N: 53690 Fax: 9285 3238 or E/N: 53238</p>
Office of the General Counsel	Sponsorship agreements. Variation or termination of agreements.	Commercial Law Unit Ph: 9506 5145 or E/N: 65145 Fax: 9506 5111 or E/N: 65111
Financial Services	GST Insurance	Taxation Accountant Ph: 8835 9210 or E/N: 29210 Fax: 8835 9205 or E/N: 29205
Strategic Procurement	Contracts and Procurement	Ph: 8835 9155 or E/N: 29155 Fax: 8835 9700 or E/N: 29700 Email: procurement@police.nsw.gov.au
Fleet Services	Vehicle requirements, vehicle evaluations, registration, leasing arrangements	Ph: 9827 5001 or E/N: 85001 Fax: 9827 5005 or E/N: 85005
Commercial and Business Management	Capital Allocation Limits	General Manager, Ph: 8263 6477 or E/N: 45477 Fax: 8263 6411 or E/N: 45411
Region Professional Standards Manager	<p>Clarifying the legitimacy of a potential sponsor</p> <p>Ethical issues arising from the sponsorship</p>	See Police Phone Directory for Region Office or call Police Switch on 9281 0000
Professional Standards Command	<p>Potential sponsor risk assessment</p> <p>Conflict of Interest</p>	PSC Helpdesk E/N 48370 or email #PSCHELP .
NSW Office of Liquor, Gaming and Racing	Charities and fundraising	Ph: 9995 0300 Ph: 9842 8188 Fax: 9995 0699 www.olgr.nsw.gov.au

2. SPONSORSHIP

2.1 What is Sponsorship?

Sponsorship is a commercial arrangement in which a sponsor provides a contribution in money, goods or services to support a policing activity, in return for certain specified benefits. Sponsorship is not a donation or gift where a return benefit is not sought². A sponsor expects to receive a reciprocal benefit beyond a modest acknowledgement.³ Sponsorships can result from either an invitation from the NSW Police Force or an unsolicited offer from an external organisation.

Benefits received by a sponsor from the NSW Police Force usually relate to the sponsor's reputation management or communication objectives. Typical sponsor benefits include event signage, their logo appearing on promotional material and acknowledgement in media releases and speeches. A guided tour of a command can also be provided as a community engagement/promotional initiative.

Example: A bank provides cash funding to support a business crime prevention campaign. In return all promotional material such as flyers, posters and stickers acknowledge the sponsor's support by their logo appearing on the promotional material.

Example: The local butcher shop provides sausages for a police station Open Day Sausage Sizzle. In return, the butcher shop gains recognition on the Open Day program and signage at the stand.

2.1.1 Police Force unable to sponsor or endorse external organisations

The NSW Police Force *does not* sponsor the products, services or activities of an external person or organisation. The NSW Police Force is unable to sponsor external charities or other organisations through the use of Government provided funds, or by making assets available as prizes (for example, rides in Police vehicles, boats or aircraft). Money and assets provided by the Government via NSW Treasury must only be used to further the mission and functions of the NSW Police Force.

Example: A charity seeks to offer a ride in a Police vehicle, boat or helicopter as a prize in a raffle. This proposal raises issues of insurance, the high operating cost of boats and aircraft and the potential unavailability of Police to respond to an urgent situation.

Example: A community group seeks a cash donation towards the operating cost of an event. Support may be provided through a fundraising effort by employees but not via a donation of NSW Police Force funds.

² On the definition of a donation, see section 4.1.

³ *Sponsorship in the Public Sector*, Independent Commission Against Corruption, 2006, p.8.

The NSW Police Force does not endorse (i.e. give approval or support to) organisations, individuals, products or services; especially where endorsement results in a commercial benefit. See the *Endorsement Policy* for details.

2.2 What can and cannot be Sponsored

Generally, sponsorship is acceptable for any NSW Police Force activity, program or non-standard issue resource. Commonly sponsored items include bicycles, non-operational vehicles plus advertising and promotional material.

Items excluded from sponsorship include standard-issue Police uniforms and equipment such as operational Police motor vehicles, computers, radios, batons, wet weather gear, safety vests and other personal protective equipment.

2.2.1 No links to Procurement

A sponsorship offer to provide a product, service or funds must not be accepted if it is linked to a requirement that the NSW Police Force purchase or contract to purchase goods or services in return. Sponsorship must not be used by organisations as means of avoiding competitive tendering by the NSW Police Force.

For example, a proposal to provide a motor vehicle to a Local Area Command on condition that the LAC contracts to purchase products from the sponsor must be rejected. The type of benefits the NSW Police Force can provide in return are primarily those of recognition and publicity; for examples see section 2.6.

2.3 Who can and cannot be a Sponsor

The reputation of the NSW Police Force has great value, and must be carefully guarded. It must be appropriate for the NSW Police Force to be associated with the organisation providing the sponsorship.

Do not accept sponsorship where there exists a conflict of interest between the role of the NSW Police Force and the operation of the organisation. Do not accept a sponsorship that would lead to public criticism or threaten the good reputation of the NSW Police Force.

Commands must make sure that due diligence checks are performed on companies they select for sponsorship to make sure it is appropriate for the NSW Police Force to be publicly connected with them. Due diligence checks may include checks on the organisation, its goods or services, and individuals linked to the organisation.

Sponsorship can be provided by the corporate sector (for example the telecommunications, automotive (manufacture and sale), retail, hospitality or banking industries, local Government, community groups or private individuals, in support of a particular activity or initiative.

2.3.1 High Risk Industries

Sponsorship, either directly or indirectly, *cannot* be accepted from companies or organisations which the NSW Police Force regulates or inspects, or those which may conflict with broader whole of government initiatives in health or community issues, such as:

- licensed premises including clubs and hotels
- the liquor industry
- security industry
- commercial and private inquiry agents
- the adult entertainment industry
- tobacco companies
- tattoo parlours
- pawnbrokers and secondhand dealers
- gaming and racing
- the firearms and weapons industry.

2.3.2 Third Party Sponsorship

Sponsorship must be direct. The NSW Police Force does not accept goods, services or funds from any person or organisation excluded by this policy, even when routed through a third party.

Example: A local licensee wishes to channel funds to the NSW Police Force through another organisation or individual in order to disguise the origin of the money.

Example: A local business who has sponsored equipment for the NSW Police Force seeks sponsors from the gaming industry in order to continue the existing sponsorship arrangements.

2.4 Exceptions

2.4.1 Peak Bodies

While sponsorship cannot be accepted from business types outlined in section 2.3.1, the NSW Police Force may from time to time consider accepting sponsorship from peak bodies, for example, Clubs NSW or the Australian Hotels Association. Crime prevention initiatives sponsored by peak bodies can be an effective means of dealing with issues on an industry wide basis.

Example: Sponsorship by Clubs NSW of a campaign dealing with the responsible use of alcohol may be accepted. In this case, sponsorship is likely to promote a positive image of cooperation to reduce crime and anti-social behaviour and encourage more responsible use of alcohol.

Example: Sponsorship by Clubs NSW of a Police sporting team would not be acceptable. In the absence of a specific positive message, the perception that the sponsorship may promote alcohol use and conflict with the regulatory role of the NSW Police Force, creates a conflict of interest.

2.4.2 Victims of Crime: Local Liquor Accords and Regulated Industries

Membership of Local Liquor Accords usually consists of local licensed premises and Local Area Command(s). As Local Liquor Accords are designed to encourage the responsible service of alcohol, it may be appropriate to accept sponsorship for local crime prevention strategies from a Local Liquor Accord.

Consideration may also be given to supporting sponsorship arrangements with regulated industries where that industry would otherwise not have the benefit of a crime prevention initiative.

Example: A spate of armed hold-ups of licensed premises is occurring across the metropolitan area. Licensed premises have requested the NSW Police Force produce a crime prevention awareness package for their employees. Licensed premises wish to provide funding to enable a tailored awareness package to be developed.

2.4.3 Approval Process for Exceptions

Sponsorship arrangements associated with peak bodies, a Local Liquor Accord or a regulated industry, must:

- include a risk assessment in which no conflict of interest is identified or may reasonably be perceived to exist
- be approved by the Commissioner (for peak bodies) or relevant Deputy Commissioner (for local accords or a regulated industry) with endorsement by the Director, Public Affairs Branch
- be a one off targeted campaign and not an ongoing sponsorship relationship
- ensure that individual businesses cannot be distinguished within the sponsorship arrangement
- demonstrate that the sponsorship benefits the community
- demonstrate an opportunity for the Police Force and the peak body, accord or regulated industry to work cooperatively together to reduce crime.

2.5 Benefits for the Police Force

Sponsorship has the potential to provide the following benefits to the NSW Police Force:

- an injection of resources (funding, goods or services). This may reduce the cost of performing a particular activity or allow for enhanced program delivery or expanded coverage and/or exposure
- funding for publications, conferences or other special activities that promote a program or the NSW Police Force
- an opportunity for a program or agency to develop better working relationships with stakeholders, leading to a greater degree of coordination between the NSW Police Force and stakeholders (for example the business sector or the community) resulting in more effective policing
- heightened status for an activity or message because of the demonstrated corporate and/or community support

- increased opportunities to interact with the community at events such as local open days, schools visits or community events
- free advertising/promotion from television, radio, newspaper or other media companies
- promotion of the public profile of a program or Police objectives to a wider than normal audience⁴.

2.6 Benefits for the Sponsor

The following benefits may be gained by a sponsor:

- a positive community image from having their name and, by extension, their product or service, favourably linked to a NSW Police Force activity (but without Police endorsement)
- a positive community image as a good corporate citizen by demonstrating support for a safer community
- increased employee morale and pride through association with a 'worthwhile' activity or service
- establishing links between the sponsor, NSW Police Force and the community
- sponsor recognition in signage and plaque placement
- opportunities for involvement in Police media, advertising and promotional activities
- recognition of the sponsorship in the sponsor's publications, advertising and promotions (providing there is no implicit or explicit endorsement of the sponsor's products or services by the NSW Police Force).

The types of NSW Police Force recognition available to offer a sponsor to match the value of the investment include:

- tagging the activity as 'sponsored by' (for major sponsors) or 'supported by' (for minor sponsors)
- mention in media releases, launch speeches, interviews and social media promotion
- mention by the compere, MC, host announcements at launches/events
- inclusion of a sponsor's message in sponsored publications
- sponsor branding (with artwork approved by the Corporate Communications Unit) on NSW Police Force:
 - event signage (banners, entrance, microphone and exit signs)
 - promotional material (direct mail, posters, flyers, giveaways)
 - advertising (TV, radio, print and outdoor, tickets)
- acknowledgment in event information (program, guide or magazine)
- invitation, passes or tickets for the sponsor to attend the sponsored initiative or event
- acknowledgment in internal Police promotions (e.g. Police Monthly, Police Station information boards) and the Intranet
- branding on sponsored vehicles (see section 3)
- placement of a recognition plaque or signage on machinery, sponsored vehicles, other equipment or property provided by sponsors
- acknowledgment in competitions and surveys.

⁴ Commonwealth Australian National Audit Office, *Management of Corporate Sponsorship*, 1997, p. 2.

Also consider the unique benefits that the NSW Police Force can offer, such as anti-theft training or a guided tour of a Police command. This type of benefit is appropriate when it fits with Police objectives and does not interfere with normal Police business.

Sponsor recognition should be within the context of the sponsored activity. At no stage must the function or integrity of the NSW Police Force be secondary, or appear to be secondary, to the sponsor's commercial requirements.

When recognising sponsors, also consider the following:

- recognition should fit the value of the sponsorship received
- relativity between sponsorship of various values. A sponsorship valued at \$500 should not get the same recognition as one valued at \$5,000
- the value of any sponsorship goods or services calculated at market rates
- NSW Police Force or activity identification should not be subordinate to the sponsor's logos or trademarks. The NSW Police Force insignia and initiative should be the prominent feature
- the Police Force right to veto inappropriate advertising content
- use of the NSW Police Force corporate brand must be clearly defined and approved by the Corporate Communications Unit, Public Affairs Branch
- NSW Police Force will not grant naming rights for any activity or program. The sponsor's name cannot form part of the name by which the activity is known (for example, the ABC Company Crime Prevention Campaign). The program is owned by the NSW Police Force, not the body sponsoring it
- endorsement of the sponsor's company, products or services is not accepted. See the separate *Endorsement Policy* for details.

On a Local Area Command or region basis, it is appropriate to erect a "sponsor board" in front of, outside or inside a Police station or office. An example of the type of information to be placed on sponsor boards is set out below:

<u>XYZ Local Area Command</u>	
Proudly supported by the following businesses	
<u>Initiative</u>	<u>Supported by</u>
Community Crime Prevention Car	Company A
CBD Office Theft Prevention	Company B

3. VEHICLES

3.1 Motor Vehicle Sponsorship

A motor vehicle includes an automobile or car (sedan, station wagon, coupe etc), bus, motorcycle (but not a trail bike), off road, van and people mover, as well as light and heavy trucks.

Sponsored motor vehicles *must not be* fitted with emergency warning devices (for example, light bars) and *must not be* used for operational duties.

Local Area Commands or specialist groups may seek motor vehicles through sponsorship, e.g., cars for local crime prevention teams and community liaison units for community engagement (with a focus on educational or community awareness). This is a reasonable initiative to maximise a team's efforts in the local community or in the delivery of specialist awareness programs.

3.1.1 Appropriate Vehicles

The type of vehicle must be appropriate for the intended use. The proposed vehicle and sponsoring organisation must also not attract criticism. As a guide, any motor vehicle approved for government use, as defined by StateFleet, would typically be acceptable. A list of suitable vehicles is maintained on StateFleet's website www.statefleet.nsw.gov.au.⁵ Contact Fleet Services for advice and if any doubt exists the proposal should be referred to the Vehicle Standards Committee for adjudication.

3.1.2 Approval Process

The need for a motor vehicle as part of a targeted program or general policing initiative must first be approved by the Local Area Commander or equivalent before any sponsorship is sought from an external organisation.

Prior to any agreement or commitment being entered into with a sponsor, a written proposal must be submitted via the chain of command through the:

- originating command's Assistant Commissioner/Director or equivalent, and
- Manager, Fleet Services, and
- Director, Public Affairs Branch.

for approval by the:

- Deputy Commissioner, Corporate Services.

The intended use of the vehicle, and any plans to fit equipment to it (such as police radio) must be documented in the submission.

⁵ Statefleet homepage: click on Quick Links > Prequalification Scheme: Motor Vehicles, then scroll down the document to find the table of prequalified motor vehicles.

3.1.3 Motor Vehicle Standard Agreement

The standard sponsorship agreement prepared by the Office of the General Counsel must be used for all motor vehicle sponsorships. The agreement can be located at appendix G of this policy. The standard agreement must not be altered without the consent of the Office of the General Counsel.

Sponsorship agreements are legally binding contracts and can only be signed by the General Counsel, Office of the General Counsel.

Commands must not take possession of a sponsored motor vehicle until after they receive a copy of the sponsorship agreement signed by both the NSW Police Force General Counsel and the sponsoring organisation's representative.

3.1.4 Signage (Branding)

A sponsor may be recognised on the sponsored motor vehicle by appropriate signage. See the *Corporate Branding Policy and Standards* for requirements on sponsor signage on vehicles. Proposed signage must be approved by the Corporate Communications Unit, Public Affairs Branch.

Police markings may be applied to a sponsored motor vehicle, consistent with the *Corporate Branding Policy and Standards*. If the NSW Police Force insignia or chequered band is applied to a sponsored motor vehicle, then the vehicle *must only be driven by sworn Police Officers*. If the vehicle is to be driven by non-sworn employees, then minimal Police identifying marks, as set out in the *Corporate Branding Policy and Standards*, are to be applied to the vehicle. For further information, contact the Corporate Communications Unit, Public Affairs Branch (see section 1.7 above for details).

All NSW Police Force signage and insignia must be removed before the motor vehicle is returned to the sponsor.

3.1.5 Registration

Sponsored motor vehicles should be registered in the sponsor's name.

3.1.6 Ongoing costs

When a motor vehicle is being sought through sponsorship:

- ongoing costs and responsibility for items such as insurance, maintenance and general day-to-day running costs must be considered as part of the overall assessment of the proposal
- the sponsor is to arrange appropriate insurance coverage and provide documentation to the LAC Commander or equivalent to confirm that adequate insurance arrangements have been catered for
- where operating costs of the vehicle are not covered by the sponsorship, these costs must be met from the command's budget. Ongoing costs such as

petrol and insurance will negatively affect the command budget and impact on the financial viability of the sponsorship proposal.

3.1.7 Fines

As sponsored motor vehicles must not be used for operational duties, there is no exemption for parking, speeding or other fines.

3.1.8 Financial Arrangements

See section 9.2 for details on financial arrangements applying to sponsored and donated vehicles.

3.2 Other Vehicles

For the purposes of this policy, 'other vehicles' include jet skis, trail bikes, snowmobiles and trailers.

3.2.1 Operational Duties/Safe Driving Policy

The type of vehicle must be appropriate for the intended use. The proposed vehicle and sponsoring organisation must also not attract criticism.

'Other vehicles' may be fitted with specialised police equipment including, but not limited to, light bars, emergency warning devices, police radios and *may* be used for operational duties. The intention to fit any additional equipment to the vehicle must be stated in the written proposal.

If the command intentions is to use 'other vehicles' operationally, then the vehicle selected must be one that is "Vehicle Evaluation Methodology (VEM) approved" or otherwise approved for use in the NSW Police Force motor vehicle fleet. Fleet Services must be consulted and will provide advice to commands on evaluation and on approved vehicles.

The use of sponsored 'other vehicles', whether for operational duties or not, must comply with the Safe Driving Policy.

3.2.2 Approval Process and sponsorship Agreement

The approval process and authorisation requirements are the same as for motor vehicles and are set out at sections 3.1.2 above.

3.2.3 Agreement

The standard sponsorship agreement prepared by the Office of the General Counsel must be used for 'other vehicles' sponsorships. The Sponsorship Agreement must include that the operational use of a sponsored 'other vehicle' will be at the absolute discretion of the Commander of the unit receiving it. The sponsor cannot place conditions on the operational use of the vehicle.

Commands must not take possession of a sponsored 'other vehicle' until after they receive a signed copy of the sponsorship agreement.

3.2.4 Signage, Registration and Ongoing Costs

The requirements for branding, registration and ongoing costs regarding 'other vehicles' are the same as for motor vehicles, and are set out at sections 3.1.4 to 3.1.6 above.

3.2.5 Financial Arrangements

See section 9.2 for details on financial arrangements applying to sponsored and donated 'other vehicles'.

4. DONATIONS AND FUNDRAISING

4.1 Donations

4.1.1 What is a Donation?

A donation is a product, service or funding that is given to the NSW Police Force 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.

Example - Goods: The local butcher shop provides sausages to support a Police Open Day free Sausage Sizzle. The retailer is not promoted at the event.

Example - Services: A local newspaper supports a local crime prevention initiative by distributing the local paper with Police flyers. The newspaper receives no acknowledgment on the printed flyer.

Example - Funds: A local council gives the NSW Police Force a cash donation to produce Police display boards without any recognition in return.

Note: To be a donation, full ownership must be unconditionally transferred to the NSW Police Force. For example, if the provision of cash from the local council was conditional, such as requesting recognition on the display boards, then this is not a 'donation' but a 'sponsorship'.

Caution: Donations must not be publicised. For example, if the NSW Police Force issues a media release or makes a statement on social media about a donation, the publicity would be a benefit. This would change the arrangement from a donation to a sponsorship.

4.1.2 Records and Registration

Donations require a record of the arrangement between the NSW Police Force and the donor. The details recorded must include, as relevant:

- a dated duplicate receipt provided to the donor
- if cash donations are received, a record of how the money was spent plus the purchased item receipts.

All donations valued at \$2000 or over must be registered with the Public Affairs Branch. Contact the Corporate Communications Unit, Public Affairs Branch (see section 1.7 for contact details) to obtain a registration number. Fill in the Sponsorship and Donation Registration Form (appendix F) and then email it to the Corporate Communications Unit. Assets received may also need to be registered on the Fixed Assets System; see section 9.2.1 below.

4.1.3 Who can Donate?

The policy on acceptable donors is the same as for sponsors (see Sections 2.3 to 2.4 above).

Commands must make sure that due diligence checks are performed to ensure it is appropriate for the NSW Police Force to be associated with the organisation making the donation.

4.1.4 Motor and Other Vehicles

Donated vehicles are those where full ownership of the vehicle is unconditionally transferred to the NSW Police Force with no return benefit to the donating organisation. Other vehicles, as defined at section 3.2 above, can also be given to the NSW Police Force as a donation. Requirements for the approval and use of 'other vehicles' that are donated are the same as for those that are sponsored, and are set out at section 3.2.

4.1.5 GST Implications

No GST is payable on unconditional donations of funds, goods or services. This is because no benefits or rights flow as a result of the payment, hence there is no supply, making it exempt from GST. For more information on GST advice should be sought from the Financial Accounting Unit, Financial Services (see section 1.7).

4.1.6 Financial Arrangements

See section 9.2 for details on financial arrangements applying to donations.

4.1.7 Replacement

Do not expect that NSW Police Force funds will be provided to replace a donated asset once it is retired. Replacement using NSW Police Force capital or recurrent funding is highly unlikely.

4.2 Fundraising

Fundraising occurs when the NSW Police Force lends its support by providing personnel or resources to help worthy causes raise funds, such as charities.

Fundraising can only occur with the written approval of the Local Area Commander or equivalent or above.

Particular care must be taken to ensure full accountability and record keeping of all money or goods collected. The relevant Business or Local Area Manager must approve the record keeping method used for the fundraising event.

Contributions must not be received from persons:

- known to be engaged in criminal conduct
- involved in activities subject to regulation or inspection by the NSW Police Force (see section 2.3.1), or
- where a risk of favouritism might be seen by a reasonable member of the public.

Fundraising may not be carried out for Police Officers or other employees who have been suspended or dismissed.

It must be appropriate for the NSW Police Force to be associated with the cause the funds are being raised for. Do not fundraise for an organisation, event, cause or person if it would lead to public criticism or threaten the good reputation of the NSW Police Force.

4.2.1 Helping Charities

Keep assistance to charitable organisations to a reasonable level and generally limit to one annually at each Local Area Command or equivalent business unit.

Do not conduct a fundraising function unless you reasonably expect to raise a minimum net amount of \$300. If you believe little or no profit will be made, consider conducting the function for social or recreational purposes only. You may then donate any profits to charity, with the prior approval of the Local Area Commander or equivalent or above.

4.2.2 Licence to Fundraise

Determine whether or not the proposed fundraising activity requires a licence to fundraise issued under the *Charitable Fundraising Act 1991* by the NSW Office of Liquor, Gaming and Racing. See section 7.1 for contact details.

If fundraising is being conducted in the name of, or on behalf of another organisation, the appeal must be authorised by that organisation, which must either hold a licence to fundraise or be exempt from the requirement to hold a licence.

Commanders must ensure all fundraising complies with the *Charitable Fundraising Act, 1991* and the *Lotteries and Art Unions Act, 1901*.

4.3 Gifts and Grants

4.3.1 Gifts

A gift is the voluntary giving of a product, service or funds by an individual or an organisation to benefit the NSW Police Force *as an organisation*. This is considered a donation to the NSW Police Force. See section 4.1 above on donations.

In most circumstances, NSW Police Force employees are expected to refuse any gift offered to benefit *an individual employee*. Refer to the *NSW Police Force Receipt of Gifts and Benefits Guidelines* for details.

4.3.2 Grants

There are a large number of private charitable trusts and foundations that distribute funds for worthy causes. State and local Governments also have grant schemes available for particular projects. Grants must be applied for, and usually contain strict criteria which applications must meet, as well as rules on governance and reporting if a grant is approved. This policy does not apply to grants.

Example: The State Government provides a research grant to identify crime prevention strategies for safer communities.

4.4 Other Commercial Arrangements

4.4.1 Other commercial arrangements

Sponsorship is sometimes confused with other activities that may bring resources to the NSW Police Force. For example, the NSW Police Force has an agreement with the Outdoor Media Association to use their members' private advertising assets to promote Police messages, such as for Missing Persons.

Carefully consider the nature of the arrangement in accordance with this policy. Advice can also be sought from the Corporate Communications Unit, Public Affairs Branch (see section 1.7 above). In all cases, a written record must be kept of the financial arrangements and approval obtained.

4.4.2 Advertising funded publications

Publishers often produce documents such as yearbooks or coffee table books and fund them through selling advertising space.

Refer all requests from publishers to create advertising funded publications to the Corporate Communications Unit, Public Affairs Branch. See section 1.7 for contact

details. Approval must be obtained from the Manager, Corporate Communications Unit, before advertising funded publications can proceed.

From time to time the Public Affairs Branch receives complaints about individuals selling advertising space in publications claiming association with the NSW Police Force. These individuals sometimes use false names and have a fraudulent business name. Complaints should be directed to the Department of Fair Trading on 13 3220.

PART TWO

5. Developing Sponsorship Opportunities

5.1 Sponsorship Opportunities

When looking for possible sponsorship opportunities, begin by identifying existing or proposed programs and initiatives which:

- could be enhanced by an injection of community or private funds, goods or services
- would not be compromised by private sector or community involvement
- would provide a useful, additional or enhanced service to the community; and
- would provide public acknowledgement and recognition benefits for a potential sponsor.

Some examples which might attract sponsorship are:

- special events such as the Royal Easter Show or Police Open Day
- local crime reduction initiatives
- educational and awareness programs, such as Missing Persons Week, or attendance at local open days, schools visits or fetes, and community events.

Programs and initiatives should not be sponsored if commercial sponsorship is likely to reduce public confidence in the NSW Police Force's ability to impartially perform its duties.

Once an opportunity for sponsorship to support a policing initiative is identified, the next step is to flesh out the details of the opportunity by:

- getting a clear understanding of the nature of the event, activity, program or initiative for which sponsorship is being sought
- deciding on the type of benefit to be sought by the NSW Police Force from a sponsor or sponsors, and how it will be used to further Police objectives
- deciding on the type of public benefits (acknowledgement and recognition) the NSW Police Force can offer a sponsor or sponsors

- estimating the financial cost to the NSW Police Force of servicing the proposed sponsorship (see section 6.1.7).

Sponsorship must strike a balance between the sponsor's commercial priorities and the overriding importance of Policing objectives. Sponsors reasonably expect recognition for their support of NSW Police Force activities. If the NSW Police Force does not ensure a sponsor gets appropriate public acknowledgement and recognition, it will face difficulty raising private sector sponsorship.

The NSW Police Force must identify a potential sponsor's expectations and reach agreement on what the NSW Police Force is able to deliver to them.

5.2 Publicising Sponsorship Opportunities

Once the sponsorship opportunity has been clarified, a decision must be made on how the sponsorship will be publicised to potential sponsors.

Consider as potential sponsors those who have a positive image, whose business is consistent with the NSW Police Force, and whose business and location is relevant to the sponsorship opportunity. The impact of local business sponsorship for crime prevention initiatives will be greater than a sponsor with no interest in the area.

5.2.1 Public Advertising & Direct Approaches

The Independent Commission Against Corruption (ICAC) concludes the public interest is best served by making sponsorship opportunities widely known. ICAC states that open tenders or expressions of interest are the most appropriate methods in most cases, particularly for large, high profile or statewide activities attracting substantial sponsorship amounts and vigorous sponsorship interest. However, ICAC accepts that open tendering may not always be appropriate, for example, if sponsor interest is poor or restricted to specialised organisations.

When a direct approach is more appropriate, the justification for the decision should be documented. For example, if there are a limited number of suppliers, it would be reasonable to approach all potential sponsors directly, rather than advertise for sponsors. If advertising produces a poor or nil response, a direct approach can also be made. Select the most open strategy appropriate for the particular circumstances, to provide equality of opportunity to would-be sponsors, and to maximise the potential public benefit⁶.

Consistent with NSW Police Force procurement guidelines, the following principles apply to seeking sponsorship offers.

⁶ *Sponsorship in the Public Sector*, Independent Commission Against Corruption, 2006, p. 11, 29-30, *Victorian Government Sponsorship Policy*, Dept of Premier & Cabinet, 2012, s.5.1.2, *Queensland Government Sponsorship Policy*, Dept of Premier & Cabinet, 2012, s.7 p.7-8.

Market Value	Action to Publicise
Under \$30,000	A direct approach can be made to potential sponsors. One written offer must be obtained.
\$30,000 and over up to \$150,000	<p>The Corporate Communications Unit, Public Affairs Branch, must be consulted in writing during the planning stage before sponsors are sought.</p> <p>A direct approach can be made to potential sponsors, but:</p> <ul style="list-style-type: none"> ▪ the higher the value of the sponsorship, and/or ▪ the greater the number of potential sponsors, or ▪ the greater the interest amongst potential sponsors, <p>the more consideration should be given to an open tender or expression of interest process.</p> <p>Three written offers should be obtained. If three written offers are not obtained the process can still proceed as long as reasonable attempts were first made to get three offers, and the reasons why three offers were not obtained are clearly documented. There must also be no conflict of interest involved.</p>
Over \$150,000	<p>Strategic Procurement, Finance and Business Services, must be consulted for a decision on how these sponsorships must be sought and assessed.</p> <p>The Corporate Communications Unit, Public Affairs Branch, must also be consulted in writing during the planning stage before sponsors are sought.</p>

A letter template for writing to potential sponsors to advertise a sponsorship opportunity is attached at appendix A.

5.2.2 Using a Commercial Broker or Agent

The use of a commercial agent or broker to negotiate sponsorships on behalf of the NSW Police Force is prohibited except for planned sponsorship opportunities of major significance to the NSW Police Force or NSW Government.

If a command is considering using a commercial agent or broker to negotiate a major sponsorship on behalf of the NSW Police Force, the Public Affairs Branch must be consulted before any negotiations take place. Advice must also be sought from the Office of the General Counsel regarding the appropriate terms and conditions on which the commercial agent or broker is to be legally engaged.

The procurement process adopted for engaging a commercial agent or broker must comply with NSW Police Force financial and procurement policies and guidelines. For procurement advice contact Strategic Procurement (see section 1.7 for details).

It is the NSW Police Force's preference that commercial agents or brokers indemnify the NSW Police Force for any loss or damage the NSW Police Force may incur as a consequence of the commercial agent or broker's conduct in negotiating sponsorships. Consideration should also be given on whether it is appropriate to pay the commercial agent or broker on a commission basis.

Prior to any agreement or commitment being entered into with a commercial agent or broker, a written proposal must be submitted via the chain of command through the:

- originating command's Assistant Commissioner/Director or equivalent, and
- General Counsel, Office of the General Counsel, and
- Director, Public Affairs Branch.

for approval by the:

- relevant Deputy Commissioner.

The agreement to engage the commercial agent or broker must be signed by the General Counsel, Office of the General Counsel, on behalf of the NSW Police Force.

5.2.3 One or more Sponsors per Opportunity

Sole sponsorship of a program or activity is acceptable if the sponsorship agreement does not prohibit the NSW Police Force from seeking additional funds when needed, either from the sole sponsor or from other sponsors. The program is owned by the NSW Police Force, not the body sponsoring it, even if it is the sole sponsor.

It is acceptable to have more than one sponsor for any program or activity. Under such arrangements, the level of benefit available to each sponsor will vary depending on the amount of each sponsor's contribution.

5.3 Approval to Publicise Sponsorship Opportunities

Once the sponsorship opportunity, and the preferred tendering method to publicise the opportunity (e.g., open tender, expressions of interest or direct approach) have been decided, approval to proceed to advertise the proposed sponsorship must be obtained.

The sponsorship opportunity and details of the preferred tendering method must be forwarded up the chain of command to the relevant delegated authority to approve or reject the sponsorship opportunity, as outlined in the table at section 8.1.

5.4 Unsolicited Sponsorship Offers

ICAC advises that unsolicited sponsorship offers should be carefully considered to ensure the potential sponsor and the unsolicited offer meet NSW Police Force requirements and standards, there are no conflicts of interest and that better value for money would not be obtained by expressions of interest or other market testing.

5.4.1 Accepting for Formal Assessment

In assessing an unsolicited offer, the key question is whether the proposal can be easily delivered by the organisation's competitors? If yes, what if any justification would the NSW Police Force have to not seek best value through a competitive process of market testing. What is the unique nature of the unsolicited offer that justifies not running a more competitive process?⁷

Unsolicited sponsorships may be accepted for formal assessment without the need for a competitive market testing process in the following circumstances:

- if the company making the offer, and the offer itself, meet Police objectives and requirements, and
- if there is no conflict of interest, and
- if the company has the capability and experience to deliver the offer, and
- when the sponsor is a sole supplier or one of a very limited number of suppliers, or
- when calling expressions of interest or tenders would threaten the viability of the first offer or is likely to lead to a poorer result, or
- where there is reason to believe no other competitor could provide a better offer (the offer is unique), or
- if it is not feasible to call for expressions of interest or tender for the right to be a sponsor. For example, because:
 - the original proposal contains commercial-in-confidence material, or ideas in which the proposer holds intellectual property rights, or
 - the offer is a one-off opportunity of considerable benefit that requires a quick decision which may be lost in the time taken up by a tender process, or
 - deadlines prohibit further market testing.⁸

Unsolicited offers should be rejected if the NSW Police Force is about to, or has gone to tender to competitively purchase the product, service or activity being offered. Contact the relevant subject expert command or Procurement Services for advice, particularly regarding media, communications or information technology products.

5.4.2 Formal Assessment

Unsolicited offers accepted for assessment must then be assessed in accordance with section 6 to determine if they meet the needs and requirements of the NSW Police Force.

Following section 6 assessment, as well as the usual authorisation requirements unsolicited offers of \$30,000 and over must be approved by the Director, Public Affairs Branch, while offers worth over \$150,000 must be approved by the General Manager, Strategic Procurement, Finance and Business Services. See section 8.1.

⁷ *Unsolicited Proposals: Guide for Submission and Assessment*, NSW Government, February 2014, p.3,5.

⁸ *Sponsorship in the Public Sector*, Independent Commission Against Corruption, 2006, p.29-30, 11-12
Queensland Government Sponsorship Policy, Dept of Premier & Cabinet 2012, s.4 p.7, *Victorian Government Sponsorship Policy*, Dept of Premier & Cabinet, 2012, section 5.1.2.

6. ASSESSING SPONSORSHIP OFFERS

6.1 Criteria for Assessing Sponsorship Offers

Responses to a NSW Police Force call for sponsors, or an unsolicited sponsorship offer, must be assessed and a written recommendation forwarded to the delegated approving officer for decision, with the support of the relevant endorsing officers (see details at section 8.1 below). The reasons for selecting or rejecting a sponsorship offer must be clearly recorded and retained on file.

When considering a sponsorship offer the Police assessment must weigh the benefit to the NSW Police Force against the opportunity costs (resources, ongoing costs, employee time etc) and risks (potential negative impact on the Police image). Do the sponsorship benefits outweigh the costs and risks?

In assessing sponsorship offers, the officer drafting the recommendation, and the delegated officer, must take into account the following criteria:

6.1.1 Non-complying Applications

- The NSW Police Force *does not* sponsor the products, services or activities of an external person or organisation. Applications seeking sponsorship *by* the NSW Police Force must be rejected
- Sponsorship of a NSW Police Force activity or program must not involve commercial endorsement *by* the NSW Police Force of the sponsor or the sponsor's products, services or activities⁹. All applications that require the NSW Police Force to commercially endorse the sponsor or the sponsor's products, services or activities must either be rejected or have this requirement removed from their offer
- A sponsorship offer *must not* be linked to a requirement that the NSW Police Force purchase or contract to purchase goods or services in return. Such applications must be rejected or have this element removed from the offer

6.1.2 Alignment with Police Objectives

- The sponsorship must support the NSW Police Force mission to work with the community to reduce violence, crime and fear
- The sponsorship must not create an actual conflict of interest with the NSW Police Force. Potential or perceived conflicts of interest may be acceptable if they can be properly documented and resolved or managed (see section 9.5)
- The sponsoring organisation must not be subject to regulation or inspection by the NSW Police Force (see section 2.3.1)

⁹ Commercial endorsement occurs when a business receives a commercial benefit or profit through association with the Police Force. Commercial endorsement is prohibited. See the *Endorsement Policy*, Public Affairs Branch, 2009.

- The sponsorship must not conflict with broader NSW Government or Government agency objectives (for example, no tobacco or alcohol company sponsorship)

6.1.3 Positive Image (Due Diligence)

- It must be appropriate for the NSW Police Force to be associated with the organisation providing the sponsorship. Do not accept a sponsorship that would lead to public or media criticism of the NSW Police Force. Consider community expectations and standards, and public perceptions of the sponsorship and the organisation providing it
- Do not accept a sponsorship offer if criminal investigations involving the potential sponsor are occurring, or if serious adverse publicity has been attracted by the organisation
- Do the objectives, products or services of the sponsoring organisation conflict with the objectives, products and services of the NSW Police Force?
- Do not accept a sponsorship from organisations with products that are harmful to users or are of inferior quality, who are involved in unethical work practices, or who have links to individuals or organisations of poor repute

6.1.4 Corruption

- NSW Police Force employees must not seek or accept any personal benefit from the sponsorship¹⁰
- Any person involved in the sponsorship assessment or negotiation must declare any actual, potential or perceived conflict of interest so that it can be assessed and managed¹¹
- There must be no inducement or favour promised to a proposed sponsor by the NSW Police Force, such as a promise to purchase the sponsor's products
- NSW Police Force employees must not create the impression that sponsorship funding is a requirement for future business dealings with the agency
- Sponsorship must be direct. The NSW Police Force cannot accept funds via a third party to enable organisations to provide sponsorship who are prohibited by this policy from doing so

6.1.5 Benefits

- The proposed sponsorship benefits must be effective, realisable, measurable and must meet the purpose for which the sponsorship is being sought¹²
- Which potential or rival sponsor's benefits are most likely to help achieve the Police initiative or program objectives?

¹⁰ See the *Receipt of Gifts and Benefits Guidelines*, Professional Standards Command, 2011.

¹¹ See the *Procedures for Managing Conflicts of Interest*, Professional Standards Command, 2012

¹² *Sponsorship Management: Achieving mutually beneficial outcomes*, Queensland Crime and Misconduct Commission, 2006, p.4.

6.1.6 Product Fit for Purpose

- Evaluate the proposed sponsorship product to ensure it is of the type and quality needed to safely meet the aim of the sponsored initiative or program
- Do not accept a sponsor's products simply because it is offered free of charge, as this could result in implicit commercial endorsement by the NSW Police Force of a sub-standard product and could have occupational health and safety implications
- The product must not be equipment that the NSW Police Force is unable to support such as non Police standard IT and communications equipment
- The product or service must not conflict with existing supply contracts maintained by the NSW Police Force or the State Contracts Control Board. Contact Strategic Procurement, Financial and Business Services, for details of existing contracts

6.1.7 Financial Cost to the NSW Police Force

- Does the proposal deliver value for money to the NSW Police Force? Estimate the value of the sponsorship offer and the direct cost to the NSW Police Force caused by redirecting resources to service the sponsorship arrangements
- The value of goods or services can be assessed by estimating the market value of the items offered if the NSW Police Force were to meet the cost from its own resources. For example:
 - The cost of hiring or leasing those items (except for motor vehicles) which will be provided for a defined sponsorship period
 - The depreciation cost of the motor vehicle (the reduction in sale price) for the length of time the vehicle is loaned to the Police Force, as agreed between the command and supplier
 - The cost of buying the goods or services which are to be given to the NSW Police Force.¹³
- Calculate any additional resource and employee related costs which may be incurred by the NSW Police Force as a result of the benefit provided *by the sponsor*. For example, include ongoing maintenance, day-to-day running costs and insurance expenses to be paid by the NSW Police Force for the benefit provided (for example, a motor vehicle)
- Calculate the cost of the benefit and recognition provided by the NSW Police Force *to the sponsor* (e.g., employee time, free tickets, event signage, recognition plaque)
- Where costs are not covered by the sponsorship, then these costs must be met from the individual command budget
- Include 10% for GST, which is payable on funding and goods. For details contact the Financial Accounting Unit of Financial Services (see section 1.7)
- Do not expect that NSW Police Force funds will be provided to replace a sponsored or donated asset once it is returned or retired. Replacement using NSW Police Force capital or recurrent funding is highly unlikely.

¹³ Networking with other commands can help you assess the market value of goods and services.

6.1.8 No Compromising

- The sponsorship must not compromise or impose or imply conditions that will limit, or appear to limit, the NSW Police Force's ability to carry out its functions fully and impartially
- The sponsorship must not compromise or contravene existing sponsorship agreements entered into with the NSW Police Force
- Will the sponsorship directly affect other Local Area Commands, other Police Commands, or corporate Sponsors? If so, consult with the affected command, unit or spokesperson.

To assist in the assessment of the sponsorship offer and in preparing the written recommendation, see the approval submission format at appendix B.

7. THE AGREEMENT

7.1 Sponsorship Agreements

Once the recommended sponsor has been identified, the sponsorship agreement must be drafted. The agreement must clearly spell out the intentions of both the NSW Police Force and the sponsor. It is important that sponsors are aware of which benefits are available to them and which are not. This step seeks to avoid any misunderstanding or false expectations, and is in keeping with our commitment to corruption resistance.

Sponsorship agreements are legally binding contracts and can only be signed by the General Counsel, Office of the General Counsel.

A standard agreement has been developed by the Office of the General Counsel for use in all sponsorships agreements including all motor vehicle sponsorships (see appendix G).

As set out in the model agreement, the document should contain some or all of the points below, as relevant:

- a short statement of the project/initiative/program being sponsored
- the sponsor's full corporate name
- the agreed benefits the NSW Police Force will provide to the sponsor
- the value and nature of benefits the sponsor will provide to the NSW Police Force
- contact details of the NSW Police Force coordinator and the sponsor's central contact person
- any terms and conditions for either party, for example:
 - if approval is given to use the *Corporate Brand*, its application on banners, clothing, event signage or promotional items must first be approved by the Public Affairs Branch

- the acceptable ways the sponsor can use the arrangement including that the Public Affairs Branch, on behalf of the NSW Police Force, has a right to veto the content of any articles or advertising material developed by the sponsor in relation to, or referring to, the sponsorship. The veto is to be used, for example, to ensure this material does not imply commercial endorsement of the sponsor's products or services
- the period of agreement must be no longer than 3 years, and, if applicable, terms for/date of renewal
- payment of GST
- if sponsorship is for a Police program or campaign, a statement that the NSW Police Force has final control over the program or campaign, including any program specific intellectual property or branding. The program or campaign is owned by the NSW Police Force, not the sponsor. Naming rights will not be granted to a sponsor.
- a statement that the sponsorship has no impact on the impartial execution of duties by the NSW Police Force
- a statement that the sponsorship does not imply commercial endorsement of an organisation, individual, service or product. (The sponsor cannot claim or imply such endorsement in any communications or advertising.)
- where goods or services are provided by the sponsor, the Commander of the Police business unit will determine appropriate use
- termination or suspension conditions, including a period of notice. For example, see section 9.3 below
- witnessed signatures.

8. APPROVING SPONSORSHIP OFFERS

8.1 Authorisation

Following assessment of the sponsorship offer in accordance with section 6.1 above, and drafting of the sponsorship agreement (in accordance with section 7) formal approval must be obtained.

A submission (using the approval submission template at appendix B) seeking approval of the recommended sponsorship offer, with the sponsorship agreement attached, is to be forwarded up the chain of command to the relevant delegated person to approve or reject the sponsorship offer, as outlined in the tables below.

Activity	Endorsed by	Approved by	Value of Sponsorship
Locally based – limited to one Local Area Command	Local Area Manager or Business Manager	<ul style="list-style-type: none"> ▪ Commander/Manager at Superintendent or Clerk Grade 11/12, or above ▪ Agreement signed by General Counsel, Office of the General Counsel 	Up to \$30,000 if allowed by general financial delegation

		<ul style="list-style-type: none"> ▪ Region Commander or equivalent, or above ▪ Agreement signed by General Counsel, Office of the General Counsel 	Over \$30,000 up to the limit of general financial delegation
Regional coverage – two or more Local Area Commands	Affected Local Area Commanders or equivalent (unless impractical); and Region Manager or equivalent Business Manager	<ul style="list-style-type: none"> ▪ Assistant Commissioner or equivalent, or above ▪ Agreement signed by General Counsel, Office of the General Counsel 	Up to the limit of general financial delegation
State wide coverage – two or more Regions	Relevant Business Manager Director, Public Affairs Branch	<ul style="list-style-type: none"> ▪ Deputy Commissioner or Commissioner ▪ Agreement signed by General Counsel, Office of the General Counsel 	Up to the limit of general financial delegation
Sponsorship also involves use of the Corporate Brand	<ul style="list-style-type: none"> ▪ Endorsement as required by the activity, <i>plus</i> ▪ Manager, Corporate Communications Unit, Public Affairs Branch 	<ul style="list-style-type: none"> ▪ Approval as required by the activity <i>plus</i> ▪ Director, Public Affairs Branch ▪ Agreement signed by General Counsel, Office of the General Counsel 	All sponsorships
Sponsorship also involves acceptance of an unsolicited offer.	Endorsement as required by the activity.	<ul style="list-style-type: none"> ▪ Approval as required by the activity <i>plus</i> ▪ Director, Public Affairs Branch if the sponsorship is worth \$30,000 and over ▪ General Manager, Strategic Procurement, Finance and Business Services, if the sponsorship is worth over \$150,000 ▪ Agreement signed by General Counsel, Office of the General Counsel 	All sponsorships
Sponsorship by Trade Unions		<ul style="list-style-type: none"> ▪ Approval as required by the activity <i>plus</i> ▪ Commander, Human Resources ▪ Agreement signed by General Counsel, Office of the General Counsel 	All sponsorships
Sponsorships involving peak bodies, liquor accords and regulated	<ul style="list-style-type: none"> ▪ Relevant Business Manager ▪ Director, Public Affairs Branch 	<ul style="list-style-type: none"> ▪ Commissioner (for peak bodies) ▪ Deputy Commissioner (for liquor accords and regulated industries) ▪ Agreement signed by 	Up to the limit of general financial delegation

industries		General Counsel, Office of the General Counsel	
Motor Vehicles and Other Vehicles	<ul style="list-style-type: none"> ▪ Relevant Local Area Commanders or equivalent ▪ Relevant Assistant Commissioner/Director or equivalent ▪ Manager, Fleet Services, ▪ Director, Public Affairs Branch. 	<ul style="list-style-type: none"> ▪ Deputy Commissioner, Corporate Services, or Commissioner ▪ Agreement signed by General Counsel, Office of the General Counsel 	Up to the limit of general financial delegation

Note: Some projects may involve a number of sponsors. In this case, approval levels refer to the total value of the sponsorship sought.

After approval or rejection, a signed copy of the submission must be retained on a Trim file.

8.2 Rejection of Offers

If the delegated officer decides to reject a sponsorship offer, a written response must be sent to the potential sponsor to advise on the outcome. The letter should include the reasons for non-acceptance. (The letter must not include disclosure of confidential Police information or criminal record information.)

Form letters are attached for advising of the rejection of a sponsorship offer, at appendixes C to E.

8.3 Receiving the Benefit

Commands must not take possession of any benefit from a sponsoring organisation until after they receive a signed copy of the sponsorship agreement.

8.4 Sponsorship Register

Once the agreement is signed by the NSW Police Force and the sponsor, all sponsorships valued at \$2000 or over must be registered with the Public Affairs Branch. To obtain a registration number, fill in the Sponsorship and Donation Registration Form (appendix F) and then email it (#Sponsorships) to the Corporate Communications Unit. Assets received may also need to be registered on the Fixed Assets System; see section 9.2.1 below.

9. MANAGING THE SPONSORSHIP

9.1 Coordination and Control

Once a sponsorship agreement has been signed; support and resources must be allocated to ensure the sponsorship is effectively implemented. An employee must be appointed to have overall responsibility for coordinating and managing Police involvement with the sponsorship. The employee will be the contact point between the sponsor and the NSW Police Force.

The coordinator must:

- maintain contact with the sponsor to ensure a positive professional relationship
- monitor the sponsored initiative/program to judge its effectiveness in achieving its objectives
- monitor public and media reaction to the sponsor's involvement in the initiative/program
- monitor the sponsorship to ensure all contractual obligations are met, including that:
 - the sponsor receives the agreed benefits from the NSW Police Force
 - the NSW Police Force receives the agreed benefits from the sponsor
- ensure risks are identified and managed appropriately
- report the results of the sponsored activity back to the sponsor.

The NSW Police Force is accountable to the sponsor for the use of the sponsorship received. Reporting and evaluating the return on the sponsor's investment and the effectiveness of the project is good business and will help the sponsor to justify the current as well as future sponsorships.

Should circumstances vary so that the agreement is not adhered to, or new risks are identified, then the suitability of the arrangement must be reviewed (see section 9.3 below).

9.2 Financial Arrangements

Commands must ensure strict record keeping of financial arrangements regarding sponsored and donated goods, services and funds, and with agreements with sponsors for the life of the agreement. It is recommended that financial arrangements are reviewed annually.

9.2.1 Fixed Assets

Assets acquired by sponsorship or donation must be registered on the Fixed Asset System in accordance with the *Fixed Assets Policy*. After an asset has been acquired it can be retired or disposed of in compliance with that policy and any sponsorship agreement.

The value of a donated item, such as a donated vehicle, is included in the NSW Police Force Financial Statements as Revenue in the year it is received and subsequently depreciated over the life of the donation. Financial Services should be advised of any proposed donations so that the financial impacts of the arrangement can be adequately forecast and discussed with NSW Treasury, if required.

9.2.2 Funds Management

NSW Police Force operates an open accounting system in administering sponsorships and donations. Where the sponsorship or donation is cash, funds should be managed in the same manner as public monies.

To establish an audit trail for all expenditure, the funds must be banked and proceeds recorded in the General Ledger accounts available to all commands for the deposit of sponsorship money. These are:

- Industries Contribution (recurrent or capital - for money received from private enterprise); and
- Government Contribution (recurrent or capital - for money received from Government agencies).

The accounts are General Ledger Accounts and are credited to the command's cost centre under revenue. Transactions should be made to the relevant expense account. Notification needs to be sent to Financial Services on arrangements to carry forward any unspent funds to the next financial year. For assistance contact the command business manager or Financial Services.

9.2.3 GST Implications

GST is applicable if the NSW Police Force receives funding, goods or services for which it supplies something in return, such as advertising, promotion or publicity. Therefore it is important to outline the GST component (10%) in the sponsorship cost and any record of sponsorship.

Regulations concerning GST are complex, and each case needs to be considered individually. Advice on GST on any proposed sponsorship should be sought from the Financial Accounting Unit, Financial Services (see section 1.7 for contact details).

9.2.4 Fitout and Signage Costs

The cost of fitting out vehicles with equipment or providing signage on them is a capital cost, regardless of which party does the work. The NSW Police Force has very strict Capital Allocation Limits each financial year and costs associated with sponsored or donated vehicles must be considered. Where this is going to be the case the General Manager, Commercial and Business Management, Finance and Business Services, should be advised (see section 1.7 for contact details).

9.3 Modification or Cancellation of Sponsorship

Should circumstances vary so that the agreement is not adhered to, or new risks are identified, then the suitability of the sponsorship arrangement must be reviewed and a decision made on whether to continue, vary or terminate the agreement.

Circumstances which may lead to the modification or termination of a sponsorship agreement can include the following situations:

- when there is a breach of the agreement, and the breach is unlikely to be rectified
- criminal investigations involving the sponsor are taking place
- a merger or other event causes a conflict of interest that cannot be reasonably managed
- the sponsor becomes subject to regulation or inspection by the NSW Police Force
- serious adverse publicity has been attracted by the sponsor
- the sponsor's actions result in public criticism that reflects poorly on the NSW Police Force, or brings our integrity into question
- if the business affairs of the company or organisation providing the benefit are called into question. For example, if:
 - the sponsor becomes insolvent
 - ownership of the goods or equipment provided is transferred to a creditor
 - proceedings in voluntary or involuntary bankruptcy are instituted on behalf of or against the sponsor; or
 - a receiver or trustee of the sponsor's property is appointed.

Sponsorship agreements are legally binding contracts that can only be varied or terminated by the General Counsel, Office of the General Counsel.

Consult the Commercial Law Unit, Office of the General Counsel, on options for modifying or terminating an agreement (see section 1.7 for contact details). If following consultation a decision is made to recommend to the General Counsel that the agreement be modified or terminated, a written submission should be forwarded up the chain of command to the General Counsel for his/her consideration.

9.4 Renegotiating Sponsorship

Just because a sponsorship has been approved, or has been in place for a number of years, does not mean continuance of the sponsorship or the particular sponsor is guaranteed. Circumstances may change or a more detailed analysis may identify unacceptable risks or costs associated with the sponsorship.

There may also be a need to retest the market to ensure continuing competition and best value.

At the expiry of an existing and effective sponsorship agreement, consideration should be given to asking the sponsor to renew or extend the arrangement. However, as relevant, the sponsor should be informed that this does not prevent the

NSW Police Force from seeking offers from other potential sponsors in the context of an open and transparent retesting of the market.

The Public Affairs Branch must be consulted in writing before renegotiating a sponsorship valued at over \$30,000.

9.5 Conflicts of Interest

The *Procedures for Managing Conflicts of Interest* states that it is the responsibility of all employees to take reasonable steps to:

- identify and avoid actual, potential or perceived conflicts of interests
- report those conflicts of interest which cannot be avoided; and
- cooperate in their management¹⁴.

NSW Police Force employees associated with the sponsorship process, particularly those approving or coordinating the sponsorship, must take great care to ensure that actual, potential or perceived conflicts of interest do not arise; and identify and declare any such conflicts if they do.

Where a conflict of interest arises, the employees concerned must immediately notify their Commander or supervisor in writing. The Commander/Supervisor and the employee must manage the conflict of interest to protect the integrity of the employee, the NSW Police Force and the sponsorship process.

Failure to act appropriately on a conflict of interest is a breach of the NSW Police *Code of Conduct and Ethics* and may result in management action. For details on managing conflicts of interest see the *Procedures for Managing Conflicts of Interest*.

Example: Conflict of interest in assessing sponsorships

Sponsorship offers at Mockdale Local Area Command are assessed by the Local Area Manager (LAM). A company whose manager is a close relative of the LAM applies to the LAC to sponsor a local crime reduction initiative. On receipt of the sponsorship offer the LAM reports her conflict of interest in writing to the Superintendent.

The Superintendent resolves the conflict by ensuring that the LAM has no involvement in processing the sponsorship offer. The Superintendent appoints the Crime Manager to assess the offers. The Crime Manager seeks advice on any issues from the person in a neighbouring LAC who processes sponsorships, or from the Corporate Communications Unit, Public Affairs. The Superintendent makes a decision based on the Crime Manager's assessment. The conflict of interest and the management strategy to resolve it are fully noted and kept confidential in a local file.

¹⁴ *Procedures for Managing Conflicts of Interest*, Professional Standards Command, 2012, p.12.

9.6 Corrupt or Unethical Conduct

NSW Police Force employees must not seek or receive money or any other personal benefit from a sponsorship, donation or fundraiser etc., or provide personal benefits to others.

Example: An officer negotiates a sponsorship with a local bicycle shop hoping to get a discount on a planned upcoming private purchase.

Point 10 of the *Code of Conduct and Ethics* states that all employees must report the misconduct of other employees of the NSW Police Force. The *Standards of Professional Conduct* define misconduct to include criminal offences, corrupt or unethical conduct, serious mismanagement and the substantial waste of public resources.

Police Officers also have legislative obligations to report corrupt or unethical conduct under clause 49 of the *Police Regulation 2008*. Certain protections from reprisal are available under the *Police Act 1990* and the *Public Interest Disclosures Act 1994*.

If staff identify any misconduct in a sponsorship process, it can be reported to any employee senior in rank or grade, or via the Corruption Hotline on 1 800 060 205.

Appendix A: Sample Sponsorship Letter

[Address]

Dear [potential sponsor],

I am writing to inform [*insert company name*] of a unique opportunity to support an important Police Force initiative.

The [*Insert details of, and expected operational outcomes of, the initiative*]

This initiative will provide [*insert company name*] with an opportunity to actively and publicly support (insert Command name) and at the same time assist in the reduction in crime [*or insert other details as required*].

The type of benefit being sought by the NSW Police Force is [*describe the benefit sought. For example, the sponsorship investment is \$3,000 plus 10% GST.*]

In return, the NSW Police Force proposes various options such as the following to publicly acknowledge your company's sponsorship:

[*Insert potential benefits, such as*]

Publicity - NSW Police Force acknowledgement of the support of [*insert company name*] through local media releases and photo opportunities.

Promotional Material – placement of the [*insert company name*]'s logo on promotional material for the initiative.

NSW Police Force Website - www.police.nsw.com.au - NSW Police Force acknowledgement of the support, for example, by displaying the media release promoting [*insert company name*]'s support on the NSW Police Force website, which is seen by more than 6,180¹⁵ unique visitors a day, during the course of the initiative.

Police Monthly - [*insert company name*]'s support will be recognised in an article appearing in the *Police Monthly*, an in-house journal which reaches some 20,286¹⁶ Police personnel.

LAC Sponsor Board - [*insert company name*]'s sponsorship will be recognised on our Local Area Command's Sponsor Board. Visitors to the Police Station will notice your support.]

¹⁵ This figure will change over time; contact the Digital Media Unit, Public Affairs Branch for updates on E/N 53692 or 45416.

¹⁶ As at June 2013. Check the latest NSW Police Force Annual Report for the most up to date figure.

Other potential sponsors may also be notified of this sponsorship opportunity. Please do not hesitate to contact me directly on *[insert telephone number]* if you require any further detail or clarification.

I hope you can give this initiative your support and I look forward to hearing from you.

Yours sincerely,

XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX [Insert name and title]

Appendix B: Sponsorship Approval Submission Template

ISSUE:

Describe in one sentence the reason for the submission. For example, approval of a sponsorship arrangement between the NSW Police Force and [*name of organisation or more general term if several companies are being assessed*] for [*name of project*].

BACKGROUND:

Briefly set out why sponsorship is being sought. Also briefly set out how sponsorship offers were sought, why particular organisations were targeted (if applicable) and the response received. Set out who was on the team that assessed the sponsorship offers.

Organisation Profile

Briefly describe the organisation(s) being considered for sponsorship. State why the organisation(s) is considered appropriate for a sponsorship agreement. (If the organisation is not appropriate then its sponsorship offer must be rejected.)

Note: When assessing the appropriateness of an organisation for sponsorship, the following points must be considered:

- a sponsoring company must not be subject to regulation or inspection by the NSW Police Force
- the results of appropriate probity checks that were carried out (for example, CNI or Department of Fair Trading checks) must be acceptable
- the organisation's products or services must not be harmful or of inferior quality
- the company or its key members must not have links to individuals or organisations of poor repute
- there must be no conflict between the objectives, mission, products and services of the sponsor and of the NSW Police Force
- the sponsorship must not conflict with broader NSW Government or Government agency objectives (for example, no tobacco or alcohol company sponsorship)
- sponsorship by the organisation must not create an actual conflict of interest with the NSW Police Force or its employees
- the current relationship between the NSWPF and the prospective sponsor (if any) including their track record in any previous sponsorships
- the reputation/public perception of the sponsor or its products/services must be appropriate for the NSW Police Force to be associated with. The sponsorship must not lead to public or media criticism of the NSW Police Force.

NSW Police Force Benefit

Briefly describe the benefits to be received by the NSW Police Force:

- describe the sponsorship benefit and how it will aid the NSW Police Force
- estimate the market value of the goods or services offered if the NSW Police Force were to meet the cost directly. For example, the cost of hiring or leasing the goods (except for motor vehicles) that will be provided for the sponsorship

period, the agreed depreciation cost of the motor vehicle for the time the vehicle is loaned to the NSW Police Force, or the cost of buying the goods or services which are to be given to the Police Force

- ❑ estimate the cost to the NSWPF of supporting the sponsorship benefit. For example, ongoing running costs and maintenance costs, insurance costs, staff time and equipment use).
- ❑ a GST cost of 10% applies to all sponsorship arrangements.

If the benefit is a motor vehicle or 'other vehicle'

- ❑ confirm that the motor vehicle is appropriate for the intended use
- ❑ confirm that the 'other vehicle' is approved by Fleet Services as safe and suitable for purpose
- ❑ confirm that the proposed signage for the sponsored vehicle conforms with the *Corporate Branding Policy and Standards* and has been approved by the Public Affairs Branch

Sponsor Benefit

Briefly describe the benefits to be given to the sponsor by the NSW Police Force:

- ❑ the agreed benefits that the sponsor will receive must be quantified, deliverable and not compromise NSW Police Force integrity or functions
- ❑ benefits provided to the sponsor must not involve or imply commercial endorsement *by* the NSW Police Force of the sponsor or the sponsor's products, services or activities
- ❑ use of Police insignia or logo must comply with the *Corporate Branding Policy and Standards* and be approved by the Director, Public Affairs Branch
- ❑ estimate the cost to the NSWPF of the Police resources and funds required to support the Police benefit provided to the sponsor.

COMMENT:

Evaluating the Sponsorship Offer

Based on the information above, assess the merits of the sponsorship offer.

Note: assessment must take account of the following points:

- ❑ the sponsorship must be cost and outcome effective, realisable, measurable and must meet the purpose for which the sponsorship is being sought. (The sponsorship must provide a clear and direct benefit to the NSWPF and the community and meet the needs of the program/initiative being sponsored.)
- ❑ the benefit of the goods or services provided to the NSW Police Force must outweigh (i) the costs of supporting those goods or services, and (ii) the cost of the benefits provided to the sponsor by the NSW Police Force in return
- ❑ funding for the day-to-day operating costs of the benefit *received* (including running, maintenance and insurance costs etc) and for the benefit *provided* by the Police Force, must be available from the Command budget or provided in the sponsorship agreement
- ❑ the sponsorship must not involve commercial endorsement *by* the NSW Police Force of the sponsor or the sponsor's products, services or activities

- the sponsorship must not be linked to a requirement that the NSWPF purchase or contract to purchase goods or services in return
- the sponsorship must not compromise, impose or imply conditions that limit, or appear to limit, the NSWPF's ability to carry out its functions fully and impartially
- the sponsorship must not compromise or contravene existing sponsorship agreements entered into with the NSW Police Force
- the sponsorship must be direct. The benefit must not be received via a third party to enable companies to provide sponsorship who are prohibited from doing so
- no inducement or favour can be promised to the proposed sponsor, such as the purchase of the sponsor's products, or suggesting that sponsorship is a requirement for future business dealings with the NSW Police Force
- no personal benefit must flow to any NSWPF employee from the sponsorship
- the officers conducting the selection and assessment process must not be aware of any conflict of interest resulting from their being involved in the process.

Assess whether any goods or services to be received are fit for purpose:

- all services or goods offered must be evaluated against operational criteria to determine if they are fit for the purpose of the sponsored program/initiative
- the product must not be equipment that the NSWPF is unable to support such as non Police standard IT and communications equipment
- substandard equipment must not be accepted just because it is free of charge.

Evaluation of Competing Offers

If more than one organisation has made a sponsorship offer, assess how the offers compare with each other, for example, in the areas of:

- company profile - which company is a better fit with the NSWPF
 - which company has the best reputation/public perception
 - which benefit (for example, the good or service offered) best meets the needs of the program/initiative being sponsored
 - which benefit (good or service offered) is most cost effective (highest market value for the least input of Police resources).
-
- If recommending acceptance, sponsorship agreement completed and attached for signature.

RECOMMENDATION:

Recommend that the sponsorship proposal be accepted, rejected, or that further consultation occur.

Name of assessing officer
Title/rank
Command
Date, Eaglenet number

Sign off will depend on dollar value, location of activity, type of product and use of corporate brand.
See the table in section 8.1 for authorisation requirements.

Appendix C: Standard rejection letter: sponsorship/ commercial endorsement

[Applicant address]

Dear [applicant],

I refer to your sponsorship offer on behalf of [*Organisation's full corporate name*] in relation to the NSW Police Force initiative/program/project to

Unfortunately your proposal to would require the NSW Police Force to sponsor/commercially endorse your

The NSW Police Force is not able to sponsor organisations or provide commercial endorsements of individuals, organisations, services or projects. This policy applies irrespective of the circumstances or the quality of the organisation, individual, service or product involved.

I appreciate your taking the trouble to prepare the documentation and

..... I am sorry that we are unable to work with you on this occasion.

or

..... I wish you every success with your venture.

Yours sincerely,

XXXXXXXXXX

XXXXXXXXXX

XXXXXXXXXX [Insert name and title]

Appendix D: Standard resubmit letter: sponsorship/ commercial endorsement

[Applicant address]

Dear [applicant],

I refer to your sponsorship offer on behalf of [*Organisation's full corporate name*] in relation to the NSW Police Force initiative/program/project to

I appreciate your taking the time to prepare the documentation. Unfortunately part of your proposal, which involves, would require the NSW Police Force to sponsor/commercially endorse your

The NSW Police Force is not able to sponsor organisations or provide commercial endorsements of individuals, organisations, services or projects. This policy applies irrespective of the circumstances or the quality of the organisation, individual, service or product involved.

However, if you would consider removing this element from your sponsorship offer, or replacing it with an alternative that does not involve the NSW Police Force providing sponsorship/endorsement, I would be pleased to reconsider your proposal.

Thank you again for taking the trouble to develop the sponsorship offer. If you decide to resubmit, please forward you revised offer by close of business [date].

Yours sincerely,

XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX [Insert name and title]

Appendix E: Standard rejection letter: general

[address]

Dear,

I refer to your sponsorship offer on behalf of [*Organisation's full corporate name*] in relation to the NSW Police Force initiative/program/project to

Thank you for submitting the offer of sponsorship. Your proposal has been given careful consideration.

I am sorry to advise that on this occasion your sponsorship offer has not been adopted.

If relevant – The NSW Police Force was unable to accept your sponsorship offer primarily because [*Details of the key reason or reasons why the application did not meet the criteria.*]

I appreciate your taking the trouble to prepare the documentation and I am sorry that we are unable to work with you on this occasion.

or

I appreciate your taking the trouble to prepare the documentation and [*Organisation's corporate name*] will be kept in mind for similar projects should they arise in the future.

Yours sincerely,

XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX [Insert name and title]

Appendix F: Sponsorship & Donation Registration Form



SPONSORSHIP & DONATION REGISTER
Complete this form and email to #SPONSORSHIPS

DETAILS OF APPLICANT			
Name of Applicant:		Registered Number:	
LAC/ Region/ Unit:			
Postal Address:			Post Code:
Coordinator Name:		Position:	
Contact Number:	Eagle Net:	Fax Number:	Eagle Fax:
Email Address:			

APPROVAL BY DELEGATE OFFICER			
Name of Delegate		Rank /Position:	
Type of Sponsorship:	(Please tick one) <input type="checkbox"/> Sponsorship <input type="checkbox"/> Endorsement <input type="checkbox"/> Donation	(Please tick one) <input type="checkbox"/> Renewable <input type="checkbox"/> One-Off <input type="checkbox"/> Other	

SPONSORSHIP DETAILS			
Name of Sponsor Organisation:		Type of Business (e.g. automotive, retail):	
Sponsor Contact Person:		Position (e.g., manager):	
Transaction Value (Excluding GST):		Goods \$	Services
Cash \$			
GST Payable:		Goods \$	Services
Cash \$			
Total Including GST: \$		Time Frame for Sponsorship (e.g., days, months, years, one off):	
Details of Sponsorship Provided:			
Date Sponsorship Secured:		Renewal Date (if applicable):	

Appendix G: Sponsorship Agreement

NSW Police Force (NSWPF) – Sponsorship Terms and Conditions

Guidance Note

1. This Guidance Note is designed to assist Commands with recording sponsorship activities.
2. This Guidance Note must be read in conjunction with the NSWPF Sponsorship and Endorsement Policies. The policies are available on www.police.nsw.gov.au.
3. Approval must be obtained from your Commander before entering into sponsorship arrangements on behalf of the NSWPF.
4. Consult the NSWPF Sponsorship and Endorsement Policies to determine whether you will need to seek approval from Public Affairs Branch for your particular sponsorship arrangement.
5. All sponsorship arrangements must be documented via the approved Sponsorship Deed and forwarded to the Office of the General Counsel for review and countersignature prior to receipt of any goods or benefits on behalf of the NSWPF.
6. Every sponsorship arrangement must contain the following pages:

PAGE 1 - SPONSORSHIP LETTER – NSWPF SPONSORSHIP DEED

- The Commander (or his/her authorised officer), will need to insert the following details into the sponsorship letter for each new sponsorship arrangement:
 - (i) place template letter on NSWPF/ LAC specific letterhead;
 - (ii) insert date;
 - (iii) insert contacts details of sponsors;
 - (iv) insert file reference numbers (if relevant);
 - (v) insert NSWPF contact officer and address for the sponsorship arrangement; and
 - (vi) insert signature of Commander.

PAGE 2 – SCHEDULE FOR SPONSORSHIP ITEMS – NSWPF SPONSORSHIP DEED

- The Commander (or his/her authorised officer) will need to insert the following details into Schedule 1 of the Schedule 1 to the NSWPF Sponsorship Deed for each new sponsorship arrangement:
 - (i) **Item 1: Sponsor:** insert the full name (including trading name if available) and ABN of the sponsor here;
 - (ii) **Item 2: Commencement Date:** insert the date that the sponsorship will start;
 - (iii) **Item 3: Termination Date:** insert the date that the sponsorship will end;

- (iv) **Item 4: Extension Period:** insert the length of time that the sponsorship arrangement can be extended (example, 2 months, 6 months) if relevant;
- (v) **Item 5: Sponsorship Details:** insert the details of the sponsorship, for example, the “*NSWPF Charity Sports Day to be held at 10am on 5 August 2013 at Sunnyfield Sports Field, Sunnyfield,*” to describe the nature of the sponsorship arrangement;
- (vi) **Item 6: Benefits to Sponsor:** insert the benefits that the Sponsor will obtain from the NSWPF, for example local publicity, promotional opportunities etc. Consult the NSWPF Sponsorship & Endorsement Policies or contact Public Affairs Branch if you are uncertain about the nature of the benefits which can be provided to the Sponsor;
- (vii) **Item 7: Sponsorship Value:** insert the specific dollar value of the sponsorship or provide the figure which represents the value, or closest value, to the sponsorship;
- (viii) **Item 8: Notices to Sponsor:** insert the contact details of the sponsor’s representative or contact officer;
- (ix) **Item 9: Notices to the NSWPF:** insert the contact details of the NSWPF representative or contact officer; and
- (x) **Item 10: Sponsorship Terms and Conditions:** these are the standard provisions located at page 5-6 of the sponsorship package.

PAGES 3 - 4: SPONSORSHIP DEFINITIONS – NSWPF SPONSORSHIP DEED

- The standard definitions must not be changed by Local Area Commands. If the sponsor requests any changes to the definitions, the matter should be referred to the Office of the General Counsel for review on a case by case basis.

PAGES 5 - 7: SPONSORSHIP TERMS AND CONDITIONS – NSWPF SPONSORSHIP DEED

- The Terms and Conditions are standard and must not be changed by Local Area Commands. If the sponsor requests any changes to the Terms and Conditions, the matter should be referred to the Office of the General Counsel for review on a case by case basis.

PAGE 8: SIGNING PAGE – NSWPF SPONSORSHIP DEED

- The Signing Page requires the sponsor to sign the Deed once they have read the whole sponsorship package and any other documents such as the NSWPF Sponsorship and Endorsement Policies.

ANNEXURE 1 – (VEHICLE CONDITION REPORT) NSWPF SPONSORSHIP DEED

- If the sponsorship arrangement involves motor vehicles, the report at Annexure 1 should be completed.

[NSWPF letterhead]

[Insert date]

[Insert sponsor contacts]

Your Ref: (insert)

Our Ref: (insert)

Dear [Insert sponsor contact person]

NSW Police Force (NSWPF) Sponsorship Arrangement

Thank you for your interest in sponsoring the activities of the NSWPF.

The mission of the NSWPF is to work with the community to reduce violence, crime and fear. The NSWPF welcomes the opportunity to increase community awareness about our crime prevention initiatives and projects.

The NSWPF agrees to enter into a sponsorship arrangement with you, subject to the Sponsorship Terms and Conditions, specified in the Sponsorship Deed, enclosed with this letter.

Please take the time to carefully read the Sponsorship Terms and Conditions as it contains some important provisions, particularly regarding indemnities and public liability insurance coverage.

If you are satisfied with the Sponsorship Terms and Conditions, please complete both signing pages located at the conclusion of the Sponsorship Deed and return it to [insert NSWPF contact officer and address] along with a certificate of currency detailing your insurance coverage.

We look forward to working with your company.

Yours faithfully

[Insert signature /authorised officer]

**Schedule 1 to the Sponsorship Deed dated _____ between the NSW Police Force
and the party specified in Item 1 of Schedule 1 - Sponsorship Items**

Item 1- Sponsor	
Item 2 – Commencement Date	
Item 3 – Termination Date	
Item 4 – Extension Period	
Item 5 – Sponsorship Details	[Insert details and nature of sponsorship]
Item 6 – Benefits to Sponsor	<p><i>For example:</i></p> <ul style="list-style-type: none"> • Local publicity with NSWPF acknowledging the support through local media releases and photo opportunities. • Recognition of the sponsorship with photo opportunities, in an article in the NSWPF Monthly, which reaches over 20,286 Police personnel. • Acknowledgment of sponsorship on NSWPF social media site. • The right for the sponsor to promote the sponsorship within its organisation and on its website. The content is to be approved prior to such publication. <p>Other (please specify)</p>
Item 7 – Sponsorship Value	[Dollar value]
Item 8 – Notices to Sponsor (Relationship Manager)	[Insert contacts]
Item 9 – Notices to NSWPF (Relationship Manager)	[Insert contacts]
Item 10 – Sponsorship Terms and Conditions	See Schedule 2.

Sponsorship Deed dated _____ between the NSW Police Force and the party specified in Item 1 of Schedule 1

Definitions

Benefits to Sponsor means the rights and benefits granted to the Sponsor by NSWPF for the Sponsorship specified in item 6 of Schedule 1;

Branded Materials means any records, displays, books drawings, notes, presentations, advertisements, statements, signage or logos, documents and other things belonging to the Sponsor;

Commencement Date means the date specified in Item 2 of Schedule 1;

Confidential Information means information that:

- (a) is by its nature confidential; or
 - (b) could reasonably be said to be information of a confidential nature; or
 - (c) is designated by a Party as confidential; or
 - (i) a Party knows or ought to know is confidential; or
 - (ii) is comprised in or relating to any Intellectual Property Rights of the NSWPF;
 - (iii) is defamatory of any person or company; or
 - (iv) if divulged or released by a Party would amount to a breach of the *Privacy and Personal Information Protection Act 1998* (NSW) or any other relevant privacy law; or
 - (v) is operationally sensitive information, being information that could reasonably be said to compromise or impede or interfere with lawful operations or investigations of any member of NSWPF;
- but does not include information which:
- (vi) at the date of this Sponsorship Deed is publicly available or subsequent to the date of this Sponsorship Deed becomes publicly available other than in connection with a breach of this Sponsorship Deed; or
 - (vii) at the time of first disclosure to or observation by the receiving party, was already in the lawful possession of that party; or

(viii) is disclosed to, or observed by, the receiving party from a third party entitled to disclose it;

Extension Period means the period specified in Item 4 of Schedule 1;

Intellectual Property Rights means all industrial and intellectual property rights of whatever nature throughout the world conferred under statute, common law or equity, whether existing now or any time in the future, and including but not limited to rights in respect of or in connection with copyright, inventions (including patents), formulae, databases, business processes and methods, trademarks, service marks, designs, trade names, business names, company names, domain names, confidential information, trade secrets and know-how and similar industrial and intellectual property rights, whether or not registered or registrable, and includes the right to apply for or renew the registration of such rights;

Notices means any written communication, regarding this Sponsorship Deed, between the Parties through the Relationship Manager;

NSWPF Corporate Brand means the NSWPF name, insignia, emblems, logos, devices, crest, slogans and NSWPF official identification items;

Party or Parties means the NSWPF or the Sponsor or both as the context requires;

Relationship Manager means the individuals specified in Item 8 and 9 of Schedule 1;

Sponsor means the Party specified in Item 1 of Schedule 1;

Sponsorship Deed means this Sponsorship Deed and its Schedules and any Annexures;

Sponsorship Details means the items specified in Item 5 of Schedule 1, which are being provided to NSWPF free of charge unless otherwise specified in Schedule 1;

Sponsorship and Endorsement Policies means the policies of the NSWPF contained on the NSWPF website www.police.nsw.gov.au and as amended from time to time;

Sponsorship involving Vehicle(s) means the NSWPF is to:

- (a) use the Vehicle(s) for community relations and not law enforcement activities (unless the Parties expressly agree in writing the Vehicles may be used for law enforcement purposes);

Sponsorship Deed dated _____ between the NSW Police Force and the party specified in Item 1 of Schedule 1

- (b) maintain the Vehicle(s) in accordance with the manufacturer's recommendations and warranties with respect to servicing and repairs;
- (c) record the details and condition of the Vehicle(s) at the time of delivery and return and provide those details to the Sponsor; and
- (d) return the Vehicle(s) promptly and fully fuelled (where appropriate) on/before the Termination Date.

Sponsorship Terms and Conditions means the terms and conditions specified in the Sponsorship Deed;

Sponsorship Value means the total value of the sponsorship specified in Item 7 of Schedule 1;

Term means from the Commencement Date to the Termination Date unless an Extension Period applies;

Termination Date means the date specified in Item 3 of Schedule 1;

Vehicle(s) means, in the context of a Sponsorship of Vehicle(s), the vehicle(s) which the Sponsor provides to the NSWPF as described in Item 5 of Schedule 1 and may include motor vehicles, jet skis and/or trail bikes; and

Vehicle Condition Report means the report listed at Annexure 1.

Sponsorship Terms and Conditions

1. Acknowledgments by the Sponsor

The Sponsor acknowledges that:

- 1.1 NSWPF reserves the right to approve and propose advertising content, promotional activities and supporting material and any artwork or marketing collateral that the Sponsor proposes to make or create that involves the NSWPF Corporate Brand on a case by case basis at its absolute discretion;
- 1.2 NSWPF will not grant naming rights to the Sponsor;
- 1.3 NSWPF will not endorse the goods or services of the Sponsor;
- 1.4 this Sponsorship Deed will in no way jeopardise the impartial conduct of Police duties and will not interfere or conflict with the activities the subject of this Sponsorship Deed; and
- 1.5 there must not be any individual benefits, direct or indirect, conferred on employees of the NSWPF as a result of this Sponsorship Deed.

2. Sponsor Warranties

The Sponsor warrants that:

- 2.1 it will treat all Confidential Information in a confidential manner and ensure that the information is not disclosed, used, copied or reproduced except as agreed by the NSWPF or as required by law;
- 2.2 it will perform their obligations diligently, in a professional manner and act in good faith;
- 2.3 it will not issue a media release or make any statement relating to this Sponsorship Deed without the prior written approval of the NSWPF;
- 2.4 this Sponsorship Deed does not contravene any constituent documents or law, regulation or official directive or obligations by which it is bound;

2.5 it will comply with all laws, regulations and policies, including the NSWPF Sponsorship and Endorsement Policies and the Independent Commission Against Corruption (ICAC) Guidelines entitled 'Sponsorship in the public sector' dated May 2006 or as updated or issued by the ICAC (www.icac.nsw.gov.au) from time to time;

2.5 it is the legal and beneficial owner of the Branded Materials provided for use under the Sponsorship Deed and is entitled to use or licence the Branded Materials under this Sponsorship Deed;

2.6 to the best of its knowledge, a conflict of interest does not exist at the commencement date of this Sponsorship Deed and is not likely to arise in the performance of its obligations under this Sponsorship Deed by itself or any of the Sponsor's personnel;

2.7 it has adequate public liability insurance acceptable to the NSWPF;

2.9 it is solvent; and

2.10 in respect of the Sponsorship involving Vehicles

(a) it will loan or lease to the NSWPF the Vehicles as specified in Item 5 of Schedule 1;

(b) it will maintain and keep current a compulsory third party insurance policy over the Vehicle in the name of the Sponsor; and

(c) it will not disclose any third party details of the Vehicle loaned to the NSWPF from time to time, nor disclose the existence of the arrangements between the parties regarding the Vehicle without the prior written consent of the NSWPF or except as required by law.

3. Licence

- 3.1 The Sponsor grants and must ensure that any relevant third parties grant to the NSWPF a worldwide, royalty free, non-transferrable, non-exclusive licence to use, reproduce and adapt for its own use all those Intellectual Property Rights in the Branded Materials in accordance with this Sponsorship Deed.
- 3.2 The Sponsor acknowledges and agrees that nothing in this Sponsorship Deed constitutes a licence for the Sponsor to use the NSWPF Corporate Brand.

4. Conflict of Interest

The Sponsor must immediately inform the NSWPF of any matter which could give rise to an actual, potential or perceived conflict of interest on the part of the Sponsor or the Sponsor's personnel.

5. Liability and Indemnity

- 5.1 The Sponsor indemnifies NSWPF, its agents and volunteers (Those Indemnified), against all actions, claims, demands, proceedings, losses, charges, costs or damages which may be brought against or suffered or incurred by Those Indemnified as a result of a any negligent act or omission or breach of this Sponsorship Deed by a Sponsor; and
- 5.2 Any liability of the Sponsor to indemnify Those Indemnified under this Sponsorship Deed will be proportionally reduced to the extent that any negligent act or omission of those indemnified caused or contributed to the liability, loss, damage, injury or failure.

6. Dispute Resolution

- 6.1 The Parties will attempt to resolve all disputes informally in the first instance;
- 6.2 If the Parties cannot resolve the dispute informally, the Party claiming that a dispute exists must notify the other Party of the nature of the dispute (Dispute Notice); and
- 6.3 If the dispute still cannot be resolved, the Parties can terminate the Sponsorship Deed or resolve the matter through mediation or court proceedings.

7. Termination

- 7.1 This Sponsorship Deed may be terminated by either Party giving to the other 30 days notice in writing of termination; and
- 7.2 The NSWPF may terminate this Sponsorship Deed immediately without notice where:
- 7.2.1 the Sponsor becomes subject to regulation or inspection by NSWPF;
- 7.2.2 there are current criminal investigations involving the Sponsor, its directors or employees;
- 7.2.3 serious adverse publicity has been attracted by the Sponsor;
- 7.2.4 a conflict of interest arises that in NSWPF's opinion cannot be resolved or reasonably managed;
- 7.2.5 the actions of the Sponsor reflect poorly on the NSWPF; and/or
- 7.2.6 the Sponsor becomes insolvent, a trustee or administrator is appointed or proceedings for bankruptcy or liquidation are instituted.

8. Costs

Each Party must pay its own costs of and incidental to this Sponsorship Deed.

9. GST

- 9.1 Goods and Services Tax (GST) has the same meaning as defined by *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 9.2 A recipient of a taxable supply made under this Sponsorship Deed must pay to the supplier, in addition to the consideration for the taxable supply, any GST paid or payable by the supplier in respect of the taxable supply and may be carried out by way of reciprocal tax invoices.
- 9.3 Unless otherwise indicated, any items within the Sponsorship Deed are exclusive of GST.

10. Governing Law

This Sponsorship Deed shall be governed and construed in all respects in accordance with the laws of New South Wales and the Parties submit to the non exclusive jurisdiction of the Courts of New South Wales, in respect of all matters arising out of or relating to this Sponsorship Deed.

11. Notices

The Parties will appoint a Relationship Manager or Representative for the purpose of this Sponsorship Deed and all Notices will be sent to the Representative or Relationship Manager.

12. Amendments

This document may not be amended except in writing and signed by NSWPF and the Sponsor.

13. Entire Agreement

The contents of this Sponsorship Deed constitute the entire agreement between the Parties and supersede any prior negotiations, representations or understandings between the Parties.

EXECUTED AS A DEED by [insert party name] for and on behalf of (insert company details) in accordance with 5127(1) of the Corporations Act 2001 (Cth), or by an Authorised Officer duly authorised to enter into this Sponsorship Deed on behalf of (insert details of Sponsor))
)
) Signature of Director
)
)
)
)
)
)
)
) Print name of Director
)
)
)
) DATE ____/____/_____
)
)
)
)
) Signature of Director or Company Secretary
)
)
)
)
) Print name of Director or Company Secretary
)
)
)
)
) DATE ____/____/_____
)

in the presence of:

.....
Signature of Witness

.....
Print Name

.....
Print Address

SIGNED on behalf of the **NSW POLICE FORCE ABN 43 408 613 180** (which is an agency of the Crown in rights of the State of NSW) by **General Counsel** as the duly authorised delegate of the NSW Commissioner of Police)
)
)
)
)
) General Counsel
)
)
) CLAIR HODGE
)
)
) DATE ____/____/_____
)

in the presence of:

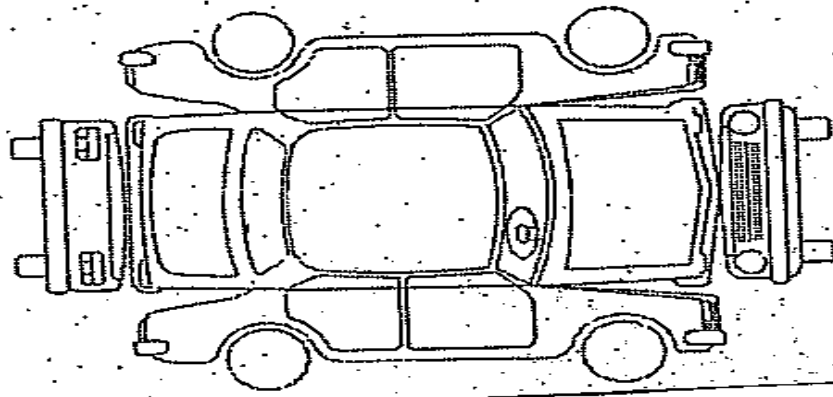
.....
Signature of Witness

.....
Print Name

.....
Print Address

**Annexure 1 - NSWPF Sponsorship Deed
Vehicle Condition Report**

1. The vehicle was returned to the dealer in the same condition as when it was acquired by the NSWPF: Yes or No (please circle correct response).
2. If the vehicle was returned to the dealer with damage, please mark the damage on the diagram and provide an explanation of the damage in the table below.



Please mark or draw any noticeable damage on the diagram below:

(Please draw in red, green or blue ink, so that it contrasts with the diagram)

Please also list any noticeable damage to the vehicle and estimate the cost of repair.

Location: (E.g.: Driver's front door)	Description of damage: (E.g.: Superficial scratch to paintwork, 3cm long, as depicted in the above diagram)	Estimated cost:

.....
Signature of employee of **provider**
Name:
Date:

.....
Signature of **Police Officer**
Name:
Date: