



New South Wales Police Force

Sponsorship, Donation and Fundraising Policy

Public Affairs Branch

6 April 2021

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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Modification History

Version #	Version approval date	Author/Position	Summary of changes
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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4.3	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.
6	January 2021	Alicia Bentley A/Executive Officer	Major review and updating, including revised sponsorship deed.

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)
- 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 Employee: Police Officer, Administrative Officer, Ministerial Employee and Temporary Employee.

1.3 Related Policies and Documents

1.3.1 NSW Police Force Policies

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

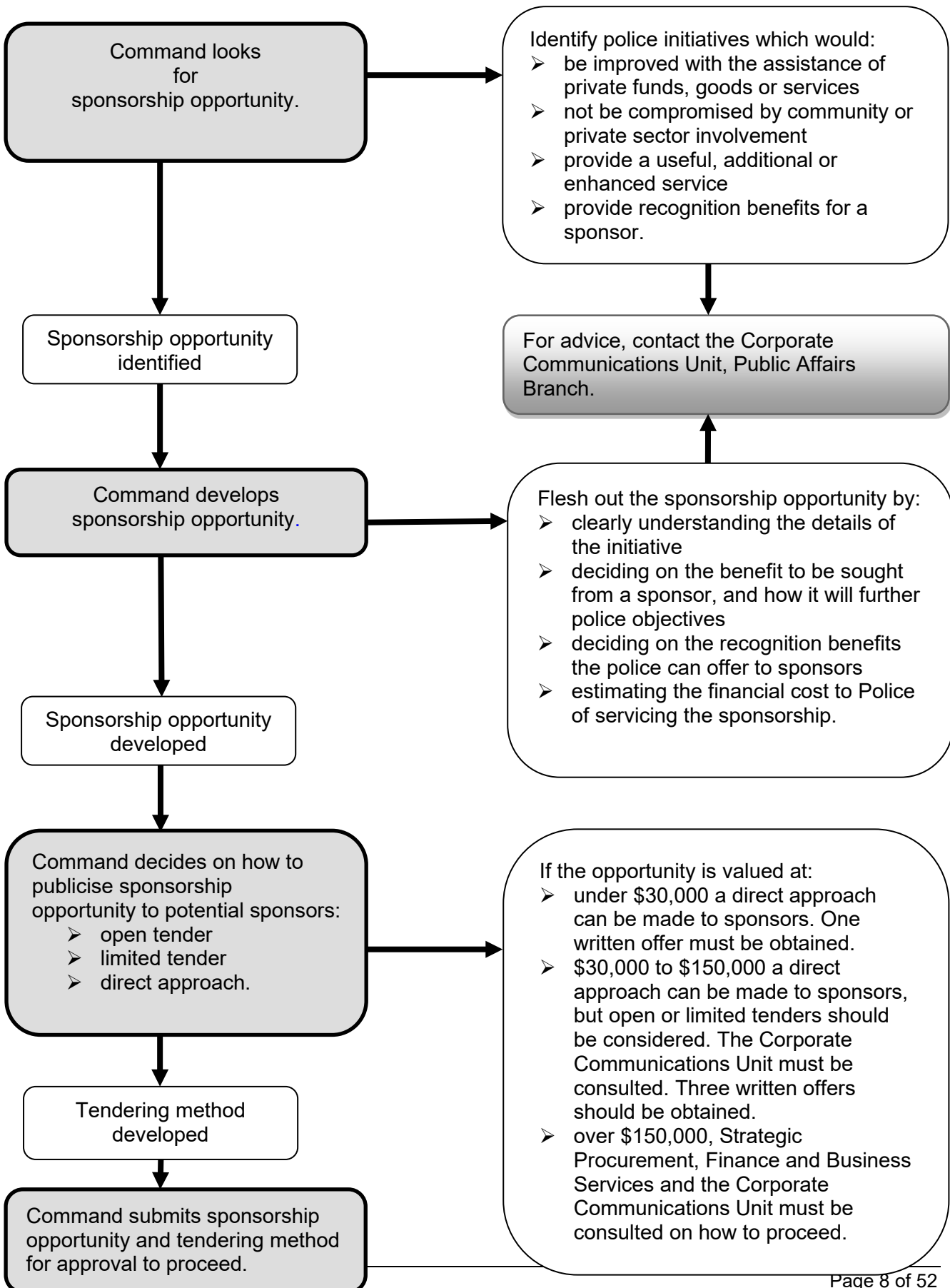
- *Code of Conduct and Ethics (Standards of Professional Conduct Booklet)* Professional Standards Command, 2013
- *Corporate Branding Policy and Standards*, Public Affairs Branch, 2018
- *Fixed Assets Policy*, Finance and Business Services, 2019
- *Internet Content Policy*, Public Affairs Branch/Digital Technology & Innovation, 2011
- *Endorsement Policy and Procedures*, Public Affairs Branch, 2015
- *Purchasing Policy*, Finance and Business Services, 2017
- *Safe Driving Policy*, Traffic and Highway Patrol Command, 2017
- *Procedures for Managing Conflicts of Interest*, Professional Standards Command, 2017
- *Receipt of Gifts and Benefits Guidelines*, Professional Standards Command, 2017
- *Vehicle Evaluation Methodology*, Strategic Procurement and Fleet Services, 2013
- *Vehicle Marking Policy*, Strategic Procurement and Fleet Services, 2012.

1.3.2 Other Documents

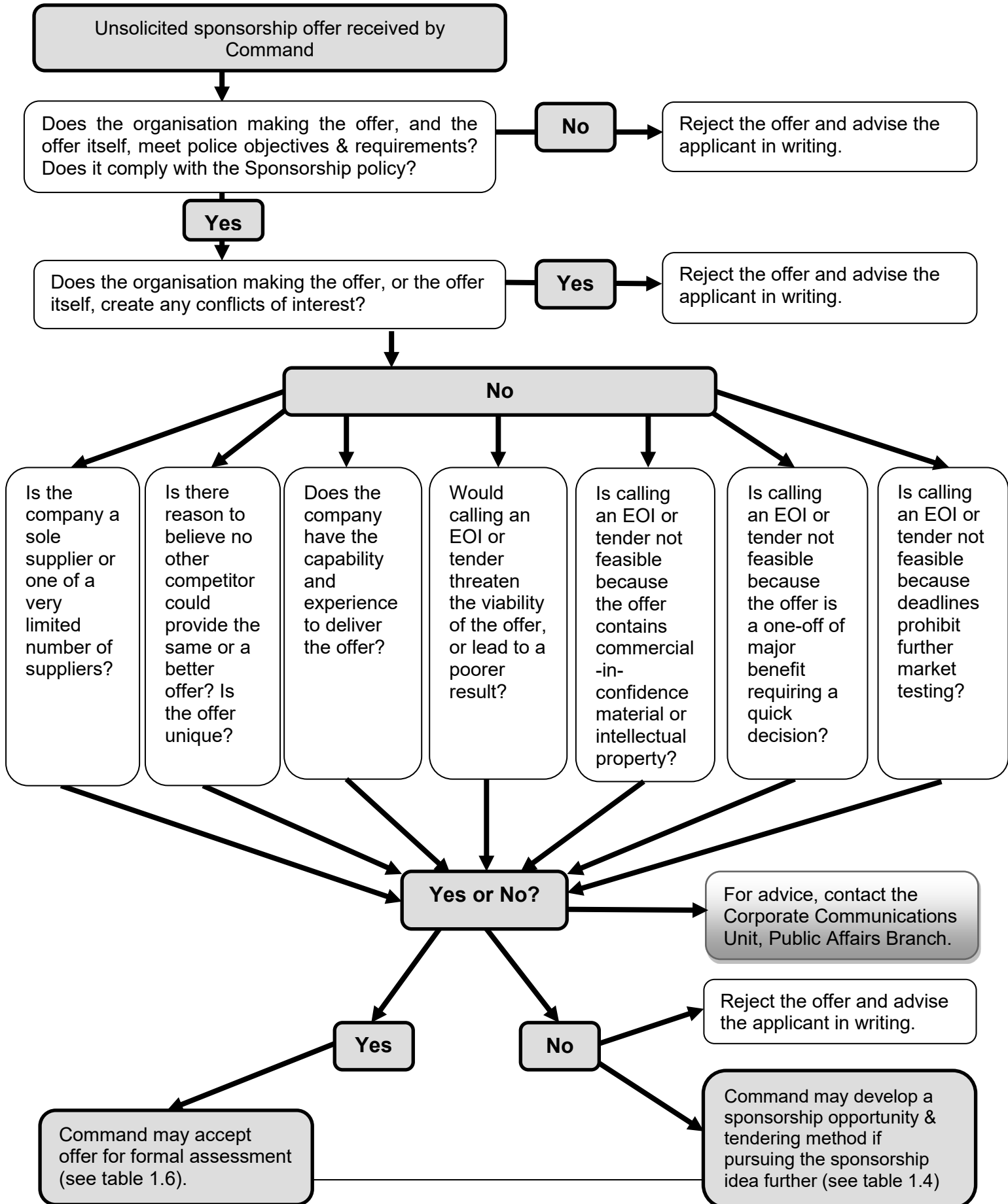
Other documents related to this policy are set out below:

- *Management of Corporate Sponsorship*, Commonwealth Australian National Audit Office, April 1997
- *Queensland Government Sponsorship Policy*, Queensland Department of Premier and Cabinet, January 2018
- *Sponsorship in the Public Sector*, Independent Commission Against Corruption, May 2006 (also see www.icac.nsw.gov.au/prevention/corruption-prevention-advice-topics/sponsorship)
- *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, August 2017
- *Victorian Government Sponsorship Policy*, Department of Premier and Cabinet, September 2019

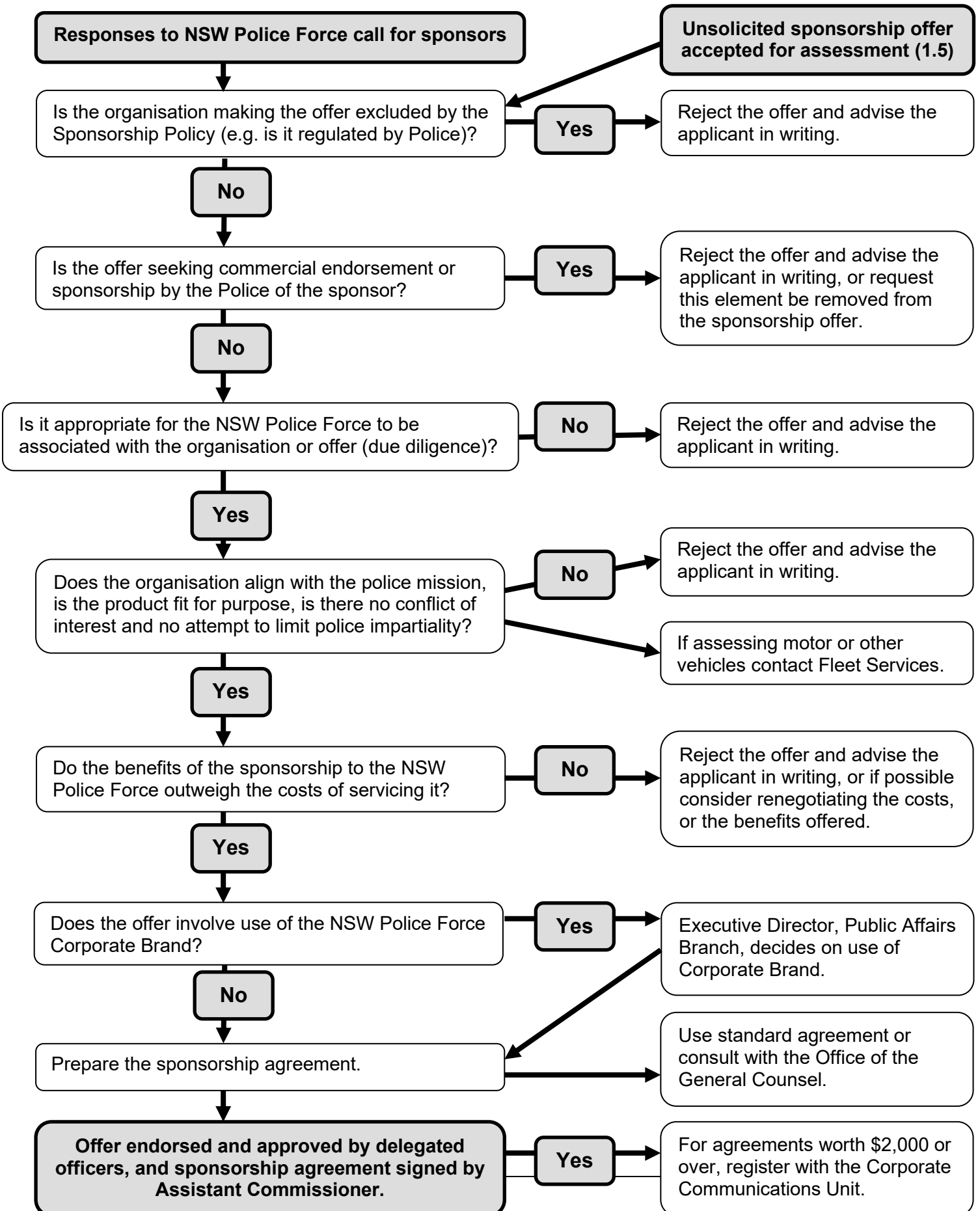
1.4 Summary Flow Chart: Sponsorship Opportunity



1.5 Summary Flow Chart: Unsolicited Offers



1.6 Summary Flow Chart: Assessing Sponsor Offers



1.7 Where can I get help?

Command/Unit/ Organisation	Advice	Contact Details
Public Affairs Branch	Advice on sponsorship, donations and fundraising. Sponsorship register Use of NSW Police Force corporate brand (insignia etc)	Marketing Project Coordinator Ph: 8263 6304 or E/N: 45304 Marketing Project Officer Ph: 8263 6345 or 45345 Email: #marketing Corporate Design Coordinator Ph: 8263 6480 or E/N: 45480 Email: #corpdesign
Office of the General Counsel	Sponsorship agreements/deeds. Variation or termination of agreements.	Commercial and Administrative Law Team Ph: 9506 5199 or E/N: 65199 Email: #ogcoffice
Financial Reporting and Tax	GST Insurance	Taxation Accountant Ph: 8835 9210 or E/N: 29210 Fax: 8835 9205 or E/N: 29205 Financial Control Insurance Financial Accountant Ph: 8835 9234 or E/N 29234
Strategic Procurement	Contracts and Procurement	Ph: 8835 9003 or E/N: 29003 Fax: 8835 9700 or E/N: 29700 Email: #procurement
Fleet Services	Vehicle requirements, vehicle evaluations, registration, leasing arrangements	Ph: 9827 5001 or E/N: 85001 Fax: 9827 5005 or E/N: 85005
Financial Strategy	Capital Allocation Limits	Manager, Capital and Asset Strategy Financial Strategy Ph: 8263 6416 or E/N 45216
Region Professional Standards Manager	Clarifying the legitimacy of a potential sponsor Ethical issues arising from the sponsorship	See Police Phone Directory for Region Office or call Police Switch on 9281 0000
Professional Standards Command	Potential sponsor risk assessment Conflict of Interest	PSC Helpdesk Ph: 9355 8299 or E/N 48370 Email: #pschelp
NSW Fair Trading	Charities and fundraising	Ph: 9895 0111 or 13 32 20

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 NSW 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 and Procedures* 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, 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 benefits to individual employees

A sponsorship proposal that involves providing benefit to individual police employees, rather than the NSW Police Force, is a gift and is prohibited under the *Receipt of Gifts and Benefits Policy*.

Example: A local business seeks to provide cash to a Police Area Command (PAC) to purchase gym equipment for the PAC gym, which is used by police employees only. In return, the business seeks recognition on the PAC Eyewatch page. As the sponsorship provides benefit to individual police employees rather than a NSW Police Force activity or program, it is considered a gift and is prohibited.

Example: A local shopping centre seeks to sponsor a PAC award ceremony by providing gift cards to award recipients, in return for the inclusion of their logo on the printed ceremony program. This is considered a gift to individual police employees and is prohibited.

2.2.2 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.

Before accepting a sponsorship offer please speak with Strategic Procurement so that a conflict of interest check may be performed.

For example, a proposal to provide a motor vehicle to a PAC on condition that the PAC 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 a conflict of interest exists 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, 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
- the gaming and racing industry
- the security industry
- the commercial agent and private inquiry agent industry
- the adult entertainment industry
- the tobacco industry
- the tattoo industry
- the pawnbroker and second-hand dealer industry
- the firearms and weapons industry
- the combat sports industry
- the tow truck industry
- the heavy vehicle industry
- the scrap metal industry
- the migration 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 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 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 PACs/Police Districts (PDs). 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 liquor accords or a regulated industry) with endorsement by the Executive 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 NSW Police Force and the peak body, accord or regulated industry to work cooperatively together to reduce crime.

2.5 Benefits for the NSW 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, 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 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 or community support
- increased opportunities to interact with the community at events such as local open days, school visits or community events
- free advertising and 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

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

- opportunities for involvement in police media, social media, advertising and promotional activities (this benefit can only be offered with the prior approval of the Public Affairs Branch)
- 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 and 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, social media, print, outdoor, tickets)
- acknowledgement 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 (inclusion in the Police Monthly at the discretion of the Editor)
- 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
- acknowledgement in competitions and surveys.

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 corporate brand and initiative should be the prominent feature
- the NSW Police Force's right to veto 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 and Procedures* for details.

On a PAC, PD 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 Police 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.

PACs, PDs or specialist groups may seek motor vehicles through sponsorship, for example 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 included in the Approved Vehicle List (AVL) for the whole of government motor vehicles scheme, would typically be acceptable⁵. Contact Fleet Services as Head of Profession for advice and if any doubt exists the proposal should be referred to the Vehicle Standards Committee for adjudication.

⁵ The most up to date Approved Vehicle List (AVL) is located under the How to Buy tab on the website - <https://buy.nsw.gov.au/schemes/motor-vehicles-scheme>

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 PAC/PD 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
- Director, Fleet Services; and
- Executive Director, Public Affairs Branch.

for approval by the:

- Deputy Commissioner, Corporate Services.

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

Once the Command takes possession of the vehicle the sponsorship registration form should be completed and returned to the Public Affairs Branch. See section 8.4 for details.

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 approval of the Office of the General Counsel.

Sponsorship agreements are legally binding contracts and can only be signed by an Assistant Commissioner or equivalent, or above, and only after the proposed sponsorship agreement has been reviewed by the 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 and the sponsoring organisation's representative.

During the term of a motor vehicle sponsorship, the sponsored vehicle cannot change unless it is being substituted with an identical vehicle that has identical vehicle markings/sponsorship signage.

A motor vehicle sponsorship agreement can only be renewed if the sponsorship agreement provides for an "extension period" (see item 3 of the "Sponsorship Details" in the standard agreement) and the vehicle, vehicle markings/sponsorship signage, proposed use of the vehicle and the benefits to the sponsor remain identical. If not, the proposed sponsorship must be re-approved through the approval process outlined in section 3.1.2. Public Affairs Branch and Fleet Services must be notified of the renewal

of a motor vehicle sponsorship to confirm that renewal is permissible. However, if the only change on renewal is a change to the benefits to the sponsor, additional approval required is from the Public Affairs Branch.

3.1.4 Vehicle Markings and Sponsor 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 included in the approval submission (see section 3.1.2) for approval 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 police markings (insignia, chequered band) are 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 the vehicle must not be fitted with any police markings, as set out in the *Corporate Branding Policy and Standards*. For further information, contact the Corporate Communications Unit, Public Affairs Branch (see section 1.7 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 third-party 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 comprehensive insurance coverage (such as insurance that covers all drivers of the vehicle, the full cost of replacement, collision and malicious damage) and provide documentation to the PAC/PD Commander or equivalent to confirm that adequate insurance arrangements have been made
- the sponsor is liable for all loss/damage to the vehicle, except to the extent such loss or damage is caused by NSW Police Force's gross negligence or wilful misconduct
- 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 fuel, registration and third-party 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's intentions are 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 section 3.1.2.

3.2.3 Agreement

The standard sponsorship agreement prepared by the Office of the General Counsel must be used for 'other vehicles' sponsorships. However, where the 'other vehicle' will be used for operational duties, the Command must instruct the Office of the General Counsel to amend the sponsorship agreement to 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.

A donation that provides benefit to individual police employees, rather than a NSW Police Force activity or program, is considered a gift and is prohibited under the *Receipt of Gifts and Benefits Policy*.

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 via the Sponsorship and Donation Registration Form (appendix F). Assets received may also need to be registered on the Fixed Assets System; see section 9.2.1 for details.

4.1.3 Who can Donate?

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

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, 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 Taxation Accountant, Financial Reporting and Tax (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 PAC/PD 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 Police 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 PAC, PD 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 PAC/PD Commander or equivalent or above.

4.2.2. Licence to Fundraise

If you intend to fundraise for a charitable purpose you must hold a licence to fundraise. 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*, *Charitable Fundraising Regulation 2015* and the *Lotteries and Art Unions Act 1901*. For advice, contact NSW Fair Trading or seek advice from the Office of the General Counsel (see section 1.7 for contact details).

Fundraising can only be carried out on behalf of a registered charity or not for profit organisation. This is to ensure all money raised goes to the intended cause or recipient. The NSW Police Force cannot support Go Fund Me pages managed by individuals or commercial organisations.

Fundraising conducted for a specific member of the NSW Police Force should be organised through Police Legacy. A specific account or GoFundraise appeal can be set up to ensure proper use of the funds. Registered charities and not for profit organisations have deductible gift recipient status meaning donations over \$2 are income tax deductible.

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 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). 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 Director, 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 NSW Fair Trading on 13 32 20.

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 a Police Open Day
- local crime reduction initiatives
- educational and awareness programs, such as attendance at local open days, school 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 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 an 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 products, services and location are 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.

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.

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

Market Value	Action to Publicise
Under \$30,000	A direct approach can be made to potential sponsors. At least 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>At least 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
- Executive 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

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.

A sponsor cannot prohibit the NSW Police Force from seeking additional funds from other sponsors when needed. The program is owned by the NSW Police Force, not the body sponsoring it, even if it is the sole sponsor.

5.3 Approval to Publicise Sponsorship Opportunities

Once the sponsorship opportunity and the preferred tendering method to publicise the opportunity 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 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 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, ideas in which the proposer holds intellectual property rights, unique assets not available from others or genuinely innovative ideas, 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 Strategic Procurement 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 a section 6 assessment, as well as the usual authorisation requirements, unsolicited offers of \$30,000 and over must be approved by the Executive Director,

⁷ *Unsolicited Proposals: Guide for Submission and Assessment*, NSW Government, August 2017, 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, 2017, Principles: Ensuring Probity section.

Public Affairs Branch, while offers worth over \$150,000 must be approved by the Group Director, Strategic Procurement, Finance and Business Services. See section 8.1.

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). The reasons for selecting or rejecting a sponsorship offer must be clearly recorded and retained on file.

When assessing a sponsorship offer, consideration must be made on whether the benefit to the NSW Police Force outweighs the opportunity costs (resources, ongoing costs, employee time etc) and risks (potential negative impact on the police image).

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 NSW Police Force. Commercial endorsement is prohibited. See the *Endorsement Policy and Procedures*, Public Affairs Branch, 2015.

- 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
- The objectives, products or services of the sponsoring organisation must not 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
- Consider which potential or rival sponsor's benefits are most likely to help achieve the police initiative or program objectives.

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

¹⁰ See the *Receipt of Gifts and Benefits Guidelines*, Professional Standards Command, 2017.

¹¹ See the *Procedures for Managing Conflicts of Interest*, Professional Standards Command, 2017

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

- 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 Procurement 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 NSW 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, 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, 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 Reporting and Tax 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.

6.1.8 No Compromising

- The sponsorship must not compromise, 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

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

- The sponsorship must not compromise or contravene existing sponsorship agreements entered into with the NSW Police Force
- Consider if the sponsorship will directly affect other police Commands or Corporate Sponsors. If so, consult with the affected command 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 be signed by a Command's Assistant Commissioner or above, and only after the proposed sponsorship agreement has been reviewed by the Office of the General Counsel.

A standard agreement has been developed by the Office of the General Counsel for use in all sponsorship agreements including all motor vehicle sponsorships (see Appendix G). The standard agreement must not be altered without the approval of the Office of the General Counsel.

As set out in the standard agreement, the document should contain 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 contact person and the sponsor's contact person
- any terms and conditions for either party, for example:
 - if approval is given to use the NSW Police Force *Corporate Brand*, its application on banners, clothing, event signage, promotional items etc. 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, must approve the content of any articles or advertising material developed by the sponsor in relation to, or referring to, the sponsorship. Approval will not be provided, for example, where material implies commercial endorsement of the sponsor's products or services

- the period of agreement must be no longer than three 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 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) and drafting of the sponsorship agreement (in accordance with section 7), formal approval must be obtained.

A submission (using the template at Appendix B) seeking approval of the recommended sponsorship offer is to be forwarded up the chain of command to the relevant delegated person to approve or reject the sponsorship offer, with a copy provided to Public Affairs Branch, as outlined in the tables below. The sponsorship agreement can be attached to the submission or developed after the sponsorship is approved.

A sponsorship deed must not be sent to the prospective sponsor until formal approval from the delegated person is obtained.

Office of the General Counsel can be engaged to assist with the drafting of a sponsorship deed (see section 1.7 for contact details).

Activity	Endorsed by	Approved by	Value of Sponsorship
Locally based – limited to one PAC/PD	Police 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 Assistant Commissioner or equivalent, or above 	Up to \$30,000 if allowed by general financial delegation

		<ul style="list-style-type: none"> ▪ Approved and signed by Assistant Commissioner or equivalent, or above 	Over \$30,000 up to the limit of general financial delegation
Regional coverage – two or more PACs/PDs	Commanders of the affected Police Area Commands/Districts	<ul style="list-style-type: none"> ▪ Approved and signed by Assistant Commissioner or equivalent, or above 	Up to the limit of general financial delegation
State-wide coverage – two or more Regions	Relevant Business Manager Executive Director, Public Affairs Branch	<ul style="list-style-type: none"> ▪ Deputy Commissioner or Commissioner ▪ Agreement signed by Assistant Commissioner or equivalent, or above 	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> ▪ Director, Corporate Communications Unit, Public Affairs Branch 	<ul style="list-style-type: none"> ▪ Approval as required by the activity <i>plus</i> ▪ Executive Director, Public Affairs Branch ▪ Agreement signed by Assistant Commissioner or equivalent, or above 	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> ▪ Executive Director, Public Affairs Branch if the sponsorship is worth \$30,000 and over ▪ Group Director, Strategic Procurement, Finance and Business Services, if the sponsorship is worth over \$150,000 ▪ Agreement signed by Assistant Commissioner or equivalent, or above 	All sponsorships
Sponsorship by Trade Unions	Endorsement as required by the activity	<ul style="list-style-type: none"> ▪ Approval as required by the activity <i>plus</i> ▪ Commander, Human Resources ▪ Agreement signed by Assistant Commissioner or equivalent, or above 	All sponsorships
Sponsorships involving peak bodies, liquor accords and regulated industries	<ul style="list-style-type: none"> ▪ Relevant Business Manager ▪ Executive 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 Assistant Commissioner or equivalent, or above 	Up to the limit of general financial delegation
Motor Vehicles and Other Vehicles	<ul style="list-style-type: none"> ▪ Commander of the relevant Police Area Command/ 	<ul style="list-style-type: none"> ▪ Deputy Commissioner, Corporate Services, or Commissioner 	Up to the limit of general financial delegation

	District or equivalent <ul style="list-style-type: none"> ▪ Relevant Assistant Commissioner/Director or equivalent ▪ Director, Fleet Services ▪ Executive Director, Public Affairs Branch 	<ul style="list-style-type: none"> ▪ Agreement signed by Assistant Commissioner or equivalent, or above 	
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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 Records Management System (RMS) 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 but must not include disclosure of confidential police information or criminal record information.

Template letters for advising of the rejection of a sponsorship offer are provided at Appendices 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 email it to #marketing. Assets received may also need to be registered on the Fixed Assets System; see section 9.2.1.

9. MANAGING THE SPONSORSHIP

9.1 Coordination and Control

Once a sponsorship agreement has been signed, support must be allocated to ensure the sponsorship is effectively managed. An employee must be appointed to have overall responsibility for 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).

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 sponsorship. 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 Register (part of NSW Police Force's SAP accounting 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 Reporting and Tax 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

The NSW Police Force operates a transparent 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 ensure compliance with all legislative and accounting requirements, as well as ensuring all expenditure is tracked and accounted for, the funds must be banked, and proceeds recorded in the specific relevant General Ledger accounts relating to 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.

Financial Services can provide advice on the relevant General Ledger accounts and the requirements to establish a WBS in the NSW Police Force's SAP accounting system (GRT for recurrent, CPO for capital).

Notification needs to be sent to the Manager, External Reporting (capital) or Manager, External Reporting (recurrent) for carry forward of any unspent funds to the next financial year. For assistance contact the command business manager or the Financial Control Team.

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 Taxation Accountant, Financial Reporting and Tax, Finance & Business Services (see section 1.7 for contact details).

9.2.4 Fit-out and Signage Costs

The cost of fitting out vehicles with equipment or signage (above \$5,000) 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 relevant, the Manager, Capital and

Asset Strategy, Financial Strategy, should be consulted (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 Office of the General Counsel.

Consult the Commercial and Administrative Law team, 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 that the agreement be modified or terminated, a written submission should be forwarded up the chain of command to the General Counsel for 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 management and monitor the conflict until it is resolved with their supervisor¹⁴.

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 Force *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 PAC are assessed by the Police Area Manager (PAM). A company whose manager is a close relative of the PAM applies to the PAC to sponsor a local crime reduction initiative. On receipt of the sponsorship offer the PAM reports her conflict of interest in writing to the Superintendent.

The Superintendent resolves the conflict by ensuring that the PAM has no involvement in processing the sponsorship offers. The Superintendent appoints the Crime Manager to assess the offers. The Crime Manager seeks advice on any issues from the person in a neighbouring PAC who processes sponsorships, or from the Corporate Communications Unit, Public Affairs Branch. 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, 2017, 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, 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 NSW Police Force employees. The *Standards of Professional Conduct* define misconduct to include criminal offences, corrupt or unethical conduct, serious mismanagement and the substantial waste of public resources.

Members of the NSW Police Force also have legislative obligations to report corrupt or unethical conduct by a police officer under section 211F of the *Police Act 1990*. 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 employees of senior rank or grade, or via the Corruption Hotline on 1800 060 205.

Appendix A: Sample Sponsorship Letter

[Address]

Dear [potential sponsor]

I am writing to inform you of a unique opportunity to support an important NSW 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 NSW Police Force is seeking..... [*describe the benefit sought. For example, a sponsorship investment of \$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 social media, local media releases and photo opportunities.

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

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

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

XXXXXXXXX [*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*] 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 NSW 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 NSW Police Force 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 NSW Police Force

- estimate the cost to the NSW Police Force 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 the corporate brand must comply with the *Corporate Branding Policy and Standards* and be approved by the Executive Director, Public Affairs Branch
- estimate the cost to the NSW Police Force 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 NSW Police Force 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) and for the benefit *provided* by the NSW 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 NSW Police Force 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 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
- 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 NSW Police Force 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 NSW Police Force 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 NSW Police Force
- which company has the best reputation/public perception
- which benefit (good or service offered) best meets the needs of the program/initiative being sponsored
- which benefit is most cost effective (highest market value for the least input of Police resources)
- If recommending acceptance, the sponsorship agreement can be completed and attached for signature by the relevant Assistant Commissioner.

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

..... 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 [*date*].

Yours sincerely

XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX [*Insert name and title*]

Appendix E: Standard rejection letter: general

[*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...*]

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 [*insert 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 #MARKETING

DETAILS OF APPLICANT / SPONSORSHIP COORDINATOR		
Name of applicant/sponsorship coordinator:	Position:	Registered Number:
PAC / Region / Unit:		
Contact Number:	Email Address:	
APPROVAL BY DELEGATE OFFICER		
(refer to section 8.1 of <i>Sponsorship, Donation & Fundraising Policy</i> for required level of approval)		
Name of approving officer:	Rank/position:	
Signature:	Date:	
SPONSORSHIP DETAILS		
(Please tick one) <input type="radio"/> Sponsorship <input type="radio"/> Donation	(Please tick one) <input type="radio"/> Renewable <input type="radio"/> One-off <input type="radio"/> Other (specify)	
Name of Sponsor Organisation:	Type of Business (e.g. Automotive, retail):	
Sponsor Contact Person:	Position: (e.g. Manager)	
Description of sponsorship (include vehicle model if applicable)		
Transaction Value (ex GST) (please tick one & provide value) <input type="radio"/> Cash \$ <input type="radio"/> Goods \$ <input type="radio"/> Services \$	GST Payable (please tick one & provide value) <input type="radio"/> Cash \$ <input type="radio"/> Goods \$ <input type="radio"/> Services \$	Total Sponsorship Value: \$ (Note: value of a sponsored vehicle is calculated as the depreciation cost of the vehicle for the duration of sponsorship)
Timeframe for Sponsorship (days/months/years/one-off)	Date Sponsorship secured:	Date Sponsorship expires (or renews, if applicable):
For sponsored vehicles only – provide RMS Record Number of Deputy Commissioner’s approval: D / 20 ___ / _____		

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. Consult the NSWPF Sponsorship, Donation and Fundraising Policy and Endorsement Policy to determine the approvals you require for your particular sponsorship arrangement.
4. All sponsorship arrangements must be documented via the approved Sponsorship Deed and forwarded to the Office of the General Counsel for review before receipt of any goods or benefits on behalf of the NSWPF.
5. Every sponsorship arrangement must contain the following:

SPONSORSHIP LETTER – NSWPF SPONSORSHIP DEED

- The Commander (or authorised officer), will need to insert the following details into the sponsorship letter for each new sponsorship arrangement:
 - (i) place template letter on NSWPF/ PAC 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 1 – SPONSORSHIP AGREEMENT

- The Commander (or authorised officer) will need to insert the following details into the “Sponsorship Details” table in the NSWPF Sponsorship Deed for each new sponsorship arrangement:
 - (i) **Item 1: Commencement Date:** insert the date that the sponsorship will start;
 - (ii) **Item 2: Termination Date:** insert the date that the sponsorship will end;
 - (iii) **Item 3: Extension Period:** insert the length of time that the sponsorship arrangement can be extended (example, 2 months, 6 months) if relevant;
 - (iv) **Item 4: Benefits to NSWPF:** insert the benefits that the NSWPF will obtain from the Sponsor;

- (v) **Item 5: Benefits to Sponsor:** insert the benefits that the Sponsor will obtain from the NSWPF, for example local publicity, promotional opportunities etc. Contact Public Affairs Branch if you are uncertain about the nature of the benefits which can be provided to the Sponsor;
- (vi) **Item 6: Sponsorship Value:** insert the specific dollar value of the sponsorship or provide the figure which represents the value, or closest value, to the sponsorship;
- (vii) **Item 7: Notices to NSWPF:** insert the contact details of the NSWPF's relationship manager; and
- (viii) **Item 8: Notices to Sponsor:** insert the contact details of the sponsor's relationship manager.

PAGES 2 - 3: SPONSORSHIP TERMS AND CONDITIONS

- The Terms and Conditions are standard and must not be changed by Police 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 4: SIGNING PAGE

- The Signing Page requires the sponsor and the NSWPF to sign the Agreement.

Sponsorship Agreement - NSW Police Force

This Agreement is made between:

(NSWPF)

(Sponsor)

Sponsorship Details

Item 1	Commencement Date	
Item 2	Termination Date	
Item 3	Extension Period	
Item 4	Benefits to NSWPF	
Item 5	Benefits to Sponsor	
Item 6	Sponsorship Value	
Item 7	Notices to NSWPF (Relationship Manager)	
Item 8	Notices to Sponsor (Relationship Manager)	

Terms and Conditions

1. Definitions

In this Agreement:

Agreement means this Sponsorship Agreement, including any document attached to it or incorporated into it by reference;

Benefits to NSWPF means the benefits set out in Item 4 provided to NSWPF by the Sponsor, which have the Sponsorship Value specified in Item 6;

Benefits to Sponsor means the benefits set out in Item 5 provided to the Sponsor by NSWPF;

Branded Materials means any documents, displays, drawings, presentations, signage, materials, trademarks, logos and other things provided by the Sponsor to NSWPF in connection with this Agreement;

Commencement Date means the date specified in Item 1;

Extension Period means the period specified in Item 3;

Gross Negligence means a negligent act or omission that arises as a result of a significant departure from the standard of care that would ordinarily be expected from a person engaged in the same type of undertaking under the same or similar circumstances as the negligent person;

Intellectual Property Rights means all industrial and intellectual property rights anywhere in the world, including patents, trademarks, design rights, trade or business names, copyright (including rights in computer software and databases), inventions, know-how, secret formulae and processes, domain names, goodwill and moral rights, whether registered or unregistered and including all common law and statutory rights attaching thereto;

Item means an item set out in the Sponsorship Details;

NSWPF Corporate Brand means the NSWPF name, insignia, emblems, logos, devices, accoutrements, crest, slogans, chequered banding, any other items generally recognised as pertaining to NSWPF and any reasonable imitations of the foregoing;

Personnel includes, in relation to a party, that party's officers, employees, contractors, agents, and any other persons under that party's direction or control;

Relationship Manager means the individual representative of each party, specified in Item 7 and Item 8;

Sponsorship and Endorsement Policies means the NSWPF policies of those or similar names, available at www.police.nsw.gov.au, as amended from time to time;

Sponsorship Value means the amount specified in Item 6 representing the total value of the Benefits to NSWPF;

Termination Date means the date specified in Item 2; and

Vehicle(s) means the vehicle(s) (if any) which the Sponsor is required to provide to NSWPF as described in Item 4 and which may include motor vehicles, jet skis and/or trail bikes.

2. Term

This Agreement commences on the Commencement Date and continues until the Termination Date, unless this Agreement is terminated earlier in accordance with its terms. The parties may, by agreement in writing prior to the Termination Date, extend this Agreement by the Extension Period.

3. Acknowledgements of the Sponsor

The Sponsor acknowledges and agrees that:

- 3.1 the Sponsor must obtain NSWPF's prior written approval of any Branded Materials or anything else that the Sponsor proposes to create that includes the NSWPF Corporate Brand or otherwise names or

refers to NSWPF (and NSWPF may withhold approval in its absolute discretion);

- 3.2 NSWPF will not grant naming rights or other similar rights to the Sponsor;
- 3.3 NSWPF will not endorse any goods or services of the Sponsor;
- 3.4 this Agreement and NSWPF's relationship with the Sponsor must not in any way affect the impartial conduct of NSWPF's functions;
- 3.5 the Sponsor must not provide or offer any personal benefits, directly or indirectly, to any Personnel of NSWPF; and
- 3.6 NSWPF will use best endeavours to provide to the Benefits to Sponsor, but the time such benefits are provided may vary because of NSWPF's operational priorities and requirements.

4. Sponsor Warranties

The Sponsor represents, warrants and undertakes to NSWPF that:

- 4.1 the Sponsor will provide the Benefits to NSWPF in accordance with this Agreement;
- 4.2 the Sponsor will perform its obligations diligently and in a professional manner and will act in good faith;
- 4.3 the Sponsor will not issue a media release or make any statement relating to this Agreement without the prior written approval of NSWPF;
- 4.4 this Agreement does not contravene any constituent documents, law or any other obligation by which the Sponsor is bound;
- 4.5 the Sponsor will comply with all laws and NSWPF Sponsorship and Endorsement Policies, and acknowledges the Independent Commission Against Corruption's advice on sponsorships, as updated from time to time;
- 4.6 the Sponsor is the legal and beneficial owner of the Branded Materials or is entitled to licence the Branded Materials for the purpose of this Agreement;
- 4.7 use of the Branded Materials by NSWPF will not infringe the Intellectual Property Rights or other rights of any third party;
- 4.8 to the best of the Sponsor's knowledge and belief, a conflict of interest does not exist at the Commencement Date and is not likely to arise in the performance of its obligations or the exercise of its rights under this Agreement by itself or by any of its Personnel;
- 4.9 the Sponsor has and will maintain adequate public liability insurance acceptable to NSWPF;
- 4.10 the Sponsor is and will remain solvent; and
- 4.11 The Sponsor shall not authorise, do or omit to do anything that could damage the reputation of the NSWPF.

5. Licence

- 5.1 The Sponsor grants to NSWPF a worldwide, royalty free, non-transferrable, non-exclusive licence to use, reproduce and adapt for its own use all Intellectual Property Rights in the Branded Materials in accordance with this Agreement.
- 5.2 The Sponsor acknowledges and agrees that nothing in this Agreement constitutes a licence or consent for the Sponsor to use the NSWPF Corporate Brand or conveys any right, title or interest to any other Intellectual Property Rights of NSWPF.

6. Sponsorships involving Vehicles

If and to the extent that the Benefits to NSWPF include providing a Vehicle to NSWPF:

6.1 NSWPF will:

- (a) use the Vehicle for community relations and engagement purposes and not for law enforcement purposes; and
- (b) return the Vehicle to the Sponsor promptly following the expiration or termination of this Agreement;

6.2 the Sponsor:

- (a) must loan or lease the Vehicle to NSWPF;
- (b) acknowledges and agrees that the Sponsor (and not NSWPF) is liable for any loss or damage caused to the Vehicle (including by NSWPF and including while the Vehicle is in the possession or control of NSWPF), except to the extent that such loss or damage is caused by NSWPF's Gross Negligence or wilful misconduct;
- (c) waives any right of action against, and releases and indemnifies, NSWPF in connection with the loss or damage referred to in clause 6.2(b);
- (d) must hold and maintain comprehensive insurance, and compulsory third party insurance, over the Vehicle, including to cover the loss or damage referred to in clause 6.2(b); and
- (e) must not disclose any information relating to the Vehicle to any third party, nor disclose the existence of the arrangements between the parties regarding the Vehicle, without the prior written consent of NSWPF; and

6.3 each party will record the details and condition of the Vehicle at the time of delivery and return.

7. Confidentiality

This Agreement and any information of NSWPF obtained or received by the Sponsor in connection with this Agreement must be kept strictly confidential by the Sponsor and must be used only by the Sponsor as necessary to exercise its rights or to perform its obligations under this Agreement. Any such information must not be disclosed (other than to the Sponsor's Personnel or as may be required by law) without the prior written consent of NSWPF. The Sponsor must keep all such information secure and must return it to NSWPF or destroy it on demand and in any event when it is no longer required to exercise its rights or to perform its obligations under this Agreement.

8. Conflict of Interest

The Sponsor must immediately notify NSWPF in writing of any matter which could give rise to an actual, potential or perceived conflict of interest on the part of the Sponsor or the its Personnel.

9. Indemnity

9.1 The Sponsor indemnifies and holds harmless NSWPF and its Personnel against all actions, claims, demands, proceedings, losses, charges, costs or damages which may be brought against, suffered or incurred by NSWPF and its Personnel in connection with any negligent act or omission or breach of this Agreement by the Sponsor or its Personnel or any claim alleging that the use or possession of the Branded Materials, or anything else provided by the Sponsor to NSWPF, infringes the Intellectual Property Rights or other rights of a third party.

9.2 Without limiting clause 6.2(c), any liability of the Sponsor under clause 9.1 will be proportionally

reduced to the extent that any negligent act or omission of NSWPF and its Personnel caused or contributed to the loss or damage.

10. Termination

10.1 This Agreement may be terminated by a party giving 30 days' prior written notice to the other party.

10.2 NSWPF may terminate this Agreement immediately by notice in writing to the Sponsor where:

- (a) the Sponsor becomes subject to regulation or inspection by NSWPF;
- (b) there are criminal investigations or proceedings involving the Sponsor or any of its Personnel;
- (c) the Sponsor or any of its Personnel becomes the subject of serious adverse publicity;
- (d) a conflict of interest arises that in NSWPF's opinion cannot be resolved or reasonably managed;
- (e) the actions of the Sponsor or any of its Personnel could damage the reputation of NSWPF or are inconsistent with the values of NSWPF in s 7 of the *Police Act 1990*; or
- (f) the Sponsor becomes insolvent, a trustee or administrator is appointed or proceedings for bankruptcy or liquidation are instituted against the Sponsor.

10.3 On termination or expiration of this Agreement, except where NSWPF believes that it has a claim against the Sponsor (including if NSWPF is owed money by the Sponsor), if the Benefits to NSWPF include payment of an amount of money, NSWPF will refund to the Sponsor a portion of that money to reflect any Benefits to Sponsor which have not been provided as at the effective date of termination or expiration (less any costs incurred by NSWPF in connection with this Agreement), with such amounts to be determined by NSWPF, acting reasonably.

10.4 Clauses 3, 4, 5.2, 6.2(b), 6.2(c), 6.2(e), 6.3, 7, 8, 9 and 12 survive expiration or termination of this Agreement.

11. GST

11.1 In this clause 11, words and expressions which are not defined in this Agreement have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

11.2 A recipient of a taxable supply made under this Agreement must pay to the supplier, in addition to the consideration for the taxable supply, any GST paid or payable by the supplier for the taxable supply.

11.3 Unless otherwise indicated, any amounts set out in this Agreement are exclusive of GST.

12. General

12.1 Each party must pay its own costs of and incidental to this Agreement.

12.2 This Agreement is governed by and must be construed in accordance with the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts in that State.

12.3 The rights, powers, privileges and remedies under this Agreement (including under an indemnity) are cumulative and are not exclusive of any rights, powers, privileges or remedies provided under any other provision of this Agreement or by applicable law or otherwise.

12.4 All notices under this Agreement must be sent to the relevant party's Relationship Manager.

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- 12.5 The Sponsor must not assign, transfer or otherwise deal with any right or obligation under this Agreement without the prior written consent of NSWPF.
- 12.6 A single or partial exercise or waiver of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right. A waiver by a party of any breach or default is only effective if it is in writing.

- 12.7 This Agreement may only be amended by agreement in writing between the parties.
- 12.8 This Agreement may be executed in any number of counterparts, which may be exchanged electronically.
- 12.9 This Agreement constitutes the entire agreement between the parties in respect of its subject matter.

Agreement Execution

Signed for and on behalf of the Crown in right of the State of)
New South Wales represented by NSW Police Force)
(ABN 43 408 613 180) by its duly authorised officer, but not)
so as to incur personal liability:)

.....
Signature of authorised representative

.....
Print full name and position

.....
Date

Signed for and on behalf of:

)
)
)

.....
Signature of Director

.....
Signature of Director (or Company Secretary)

.....
Print full name

.....
Print full name

.....
Date

.....
Date