



Office of the
Children's Guardian

Sponsorship Policy and Guidelines

July 2019

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1. Policy Summary

Policy/Procedure Document Title:	Sponsorship Policy and Guidelines
Summary:	Sponsorship needs to fit within an ethical framework and involve fair and transparent arrangements, accountability as well as valuable returns. This policy is designed to minimise the risks and maximise the benefits for Office of the Children's Guardian when managing sponsorship.
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Compliance Detail:	All staff
Category:	Governance
Related Policies:	
Superseded Policy Ref:	N/A
Public Availability:	This policy will be made available on the OCG website and OCG intranet
Feedback:	Any comments or suggestions can be made to the Director of Business and Executive Services
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2. Introduction

2.1 Policy Statement

The objective of this document is to specify the requirements for when the Office of the Children's Guardian is seeking sponsorship and for organisations applying for sponsorship from the Office of the Children's Guardian.

The Office of the Children's Guardian will:

- be open and transparent in sponsorship arrangements
- ensure maximum equity for organisations by using defined criteria to determine sponsorship arrangements
- identify opportunities, obtain appropriate levels of commitment and evaluate the benefits of these arrangements
- evaluate requests for funds and provide appropriate levels of commitment.

2.2 Definitions

Sponsorship

For the purpose of this policy, the following ICAC¹ definition of sponsorship has been adopted:

".....a contribution in money or kind, generally by the corporate sector or private individuals, in support of a public sector activity. It does not include the selling of advertising space, joint ventures, consultancies and gifts or donations when the reciprocal benefit provided by the government agency does not extend beyond some modest acknowledgment"

Sponsorship is a business arrangement where services/opportunities to the value of the sponsorship are provided in return for cash or in-kind services. It should provide a real benefit to the community and/or be a cost-effective means of achieving an organisation's marketing and communication objectives.

Sponsorship is not a donation for which little or no return is expected.

Donation

A donation is a product, service or cash gift that is given to the Office of the Children's Guardian by an organisation, company or individual with no return benefit other than personal recognition (e.g. letter of thanks).

The difference between a sponsorship and a donation is that a sponsorship yields a benefit, whereas a donation does not.

¹ Independent Commission Against Corruption ICAC (2006) *Sponsorship in the Public Sector*

2.3 Benefits and risks

Benefits

Benefits to organisations being involved with the Office of the Children's Guardian may include:

- **Branding** - positive associations through links with government initiatives supporting the community
- **Corporate Social Responsibility** - opportunities to demonstrate corporate citizenship
- **Public Relations** - increased exposure to target a group of potential customers
- **Internal** – increased staff morale through involvement in a 'worthwhile' cause.

Benefits to the Office of the Children's Guardian being involved in sponsorship arrangements include:

- **Branding** - promoting the public profile of the Office of the Children's Guardian to a wider than normal audience. This may include increasing community awareness of a program or the agency and its activities.
- **Resources** - an injection of resources, either cash or in-kind sponsorship. This may reduce the cost of performing a particular activity or allow for enhanced program delivery or expansion.
- **Funding** - providing funding for publications, conferences or other special activities that promote the Office of the Children's Guardian's corporate objectives.
- **Promotion** - free advertising / promotion from television (free to air and pay), radio, newspaper or other media companies.

Risks

In the absence of a formal policy, sponsorship arrangements have the potential to compromise the way the Office of the Children's Guardian conducts its business. These risks include:

- poor public perception of the arrangement, undermining community confidence in the neutrality and integrity of the Office of the Children's Guardian
- association between the Office of the Children's Guardian and an organisation that the community doesn't trust or value

2.4 Sponsorship principles

Sponsorship arrangements should not hinder or influence the way OCG operates. The OCG should continue to carry out its functions impartially, regardless of the sponsorship agreement or the interests or business of the sponsor or sponsorship recipient. This principle should be made clear in sponsorship agreements so that it is fully understood by all parties.

1. A sponsorship arrangement should not impose or imply conditions that would limit, or appear to limit, the Office of the Children’s Guardian’s ability to carry out its functions fully and impartially.

Sponsorship agreements, whether as benefactors or recipients, should make clear that “any attempted influence on the Office of the Children’s Guardian’s functions will result in automatic review and/or termination of the sponsorship agreement” This is incorporated in the sample contract at page 19.

2. There should be no real or apparent conflict between the objectives and mission of the Office of the Children’s Guardian and those of the sponsor/recipient.

Before entering into a sponsorship arrangement, the Office of the Children’s Guardian should ensure that the values and objectives of the potential sponsorship recipient or its parent company align with the Office of the Children’s Guardian. The agreement must demonstrate alignment and consistency with the Office of the Children’s Guardian’s Strategic Plan. The Office of the Children’s Guardian will not sponsor or accept sponsorship from:

- a) Organisations or individuals who produce products or services that may cause subsequent harm to the wellbeing of children, young people, families and the community.
- b) Organisations or individuals who cannot demonstrate good corporate governance (e.g. financial accountability, regulatory compliance etc).

Where appropriate, sponsors/recipients may be asked to confirm in writing that they operate under a current code of ethics, have a good corporate governance record, stable financial position and appropriate business practices. This is incorporated in the contract.

There is provision in the Office of the Children’s Guardian’s sponsorship agreement template at page 19 for the OCG to terminate an agreement during the term if values or objectives change in a way that could pose a conflict of interest for the Office of the Children’s Guardian.

3. The Office of the Children’s Guardian will not accept or give sponsorship from/to a person or organisation that is, or is likely to be, subject to regulation or inspection by the Office of the Children’s Guardian during the life of the sponsorship, unless alternative strategies are implemented so as to not affect the Office of the Children’s Guardian functions.

As part of the safety, welfare and well-being of children and young people the Office of the Children’s Guardian regulates child-related employers and employees.

Should an organisation, or an individual within an organisation be subject to the Office of the Children's Guardian's regulation or scrutiny, special arrangements must be put in place to ensure that any accepted sponsorship activities are quarantined from regulatory functions.

Should this occur, a separate document should be signed by all parties confirming the integrity of the agreement. It should be made clear to all parties that the sponsorship arrangement has no bearing on the Office of the Children's Guardian's exercise its functions and this should be clearly stated and acknowledged in all documentation including the sponsorship agreement.

4. Sponsorship of the Office of the Children's Guardian's activity should not involve explicit endorsement of the sponsor or the sponsors' products or services.

The Office of the Children's Guardian needs to ensure that sponsors' products or services are not directly or indirectly endorsed as part of the sponsorship agreement. Expressing gratitude towards the sponsoring organisation (as an entity) is bound to occur as part of the sponsorship acknowledgement. However, any direct references to products or services must be avoided to ensure no public perception of favouritism.

All agreements should set out an agreed range of options to which sponsorship may apply. These may include, for example, signage, advertising copy, media release acknowledgements and conference promotional material.

5. Where sponsorship takes the form of provision of a sponsor's product, the product should still be evaluated for its fitness for the purpose against objective operational criteria which are relevant to the Office of the Children's Guardian's needs.

Goods provided in-kind should have appropriate Australian Standards certification noting that they are tested and safe for the target clients. Sub-standard products could expose the Office of the Children's Guardian.

6. Employees of the Office of the Children's Guardian must not receive a personal benefit from a sponsorship.

In accordance with the Office of the Children's Guardian's *Code of Conduct and Ethics*, it is inappropriate for any staff member (or relative/friend) to ask for or accept a gift or benefit in connection with their work.

7. Sponsorships should be sought by calling for expressions of interest or using other broadly-based mechanisms not limited solely to invited sponsors.

In most circumstances, the public interest is best served by making sponsorship opportunities widely known. The ICAC review of sponsorship principles identified general consensus that the open tender process for securing sponsorship opportunities was an impractical and ineffective method when compared to direct negotiation.

However, a fair and transparent approach involves making all opportunities widely known to potential sponsors.

The Office of the Children's Guardian will advertise expressions of interest (EOI) for sponsorship arrangements wherever possible when the Office of the Children's Guardian is seeking sponsorship.

All existing procurement standards should be observed in terms of receiving, evaluating and approving responses to these advertisements, including the development of a probity plan prior to calling for sponsorship.

Should no appropriate response be offered, the Office of the Children's Guardian can seek sponsorship via alternate means, including individual approaches.

Where the Office of the Children's Guardian is directly approached by a sponsor outside an EOI process, seeking alternate expressions of interest could be harmful to the relationship with a potential sponsor. Provided the sponsorship offer complies with the principles noted in this policy, the Office of the Children's Guardian can enter into an agreement with this sponsor without further advertisement.

8. The Office of the Children's Guardian should assess sponsorship proposals against pre-determined criteria which have been published in advance or which are circulated to organisations which submit an expression of interest.

Proposals will be assessed against criteria to determine suitability for support (financial or otherwise). A checklist outlining criteria is provided at page 23.

The checklist covers:

- **Benefits sought** – what the Office of the Children's Guardian is looking for from an agreement
- **Acknowledgement expectations** – what level of recognition the sponsor/recipient is looking to obtain, including mediums, frequency and type.
- **Reputation** – whether there are risks associated with partnering with an organisation, including any actual or perceived conflicts of interest.
- **Public perception** – whether the arrangement will be of benefit or detriment to the public perception of the Office of the Children's Guardian and its clients.
- **Relevance** – whether the agreement aligns with the Office of the Children's Guardian's corporate vision, priorities and values.

9. A sponsorship arrangement is a contract and should be described in a written agreement.

For sponsorship agreements under \$10,000, written agreements can constitute an exchange of letters signed by the Children's Guardian.

For sponsorships over \$10,000, a formal contract is required. An example of this appears at page 19.

10. All sponsorship arrangements should be approved by the Children's Guardian.

All sponsorship arrangements should be submitted for approval to the Children's Guardian via the Director Business and Executive Services. A copy of the selection criteria and completed checklist should accompany each proposal.

The Media and Communication team will maintain a register of all sponsorships and agreements, which will be published in the Office of the Children's Guardian's Annual Report. This would form as part of our financial reporting obligations under the Annual Reports (Departments) Act and the Public Finance and Audit Act.

11. Sufficient resources must be made available to enable the promised benefits to sponsors to be delivered.

A sponsored agency must ensure that sufficient resources are available to enable the promised sponsor benefits to be delivered.

Should the nature of the agreement be large-scale and ongoing, the potential cost of dedicated resources should be calculated as a cost of the sponsorship.

Where the Office of the Children's Guardian is providing sponsorship, the organisation or individual must be able to deliver the promised benefits to the Office of the Children's Guardian.

3. Providing sponsorship

3.1 Selection criteria

Sponsorship requests to the Office of the Children's Guardian should include –

- Benefits sought – what the Office of the Children's Guardian is looking for from an agreement
- full details of the organisation and the reason for approaching the Office of the Children's Guardian
- full details of funding currently received from the Office of the Children's Guardian
- full details of the activity / event / campaign, including timeframes

- the target audience and numbers expected to be exposed to the activity
- objectives – and performance indicators for these objectives
- plan for promotion / media coverage
- scope and duration of the sponsorship opportunity
- details of other sponsors
- supporting data including (if relevant) evaluations of a previous year's event or activity
- benefits to the Office of the Children's Guardian of being involved in the event / activity / campaign
- how the sponsorship will support the Office of the Children's Guardian's corporate objectives, vision and values, and
- contact details.

Proponents of proposals which do not contain this information may be requested to provide additional information.

In addition to the above information, sponsorship requests will be assessed against the following criteria:

- ICAC and Office of the Children's Guardian principles as set out in this Policy
- the range of benefits the Office of the Children's Guardian expects to get from sponsorship
- confirmation the organisation/individual is not involved in the manufacturing and production or promotion of any product or service in the gaming, confectionery, fast food, alcohol or tobacco industries
- confirmation the organisation/individual is not involved in any business activity that could damage the safety and wellbeing of children and young people, families or communities
- confirmation the organisation operates under a current code of ethics, has a good corporate governance record, stable financial position and appropriate employment and marketing practices
- whether the arrangement will benefit, or be detrimental to, the public's perception of the Office of the Children's Guardian and its clients
- the relevance of the proposal to the Office of the Children's Guardian's core business and corporate vision and values
- the proposal's potential to build strong alliances with other like-minded organisations
- whether the Office of the Children's Guardian can effectively assess / evaluate the success of the sponsorship
- both parties agreeing on the expected level of acknowledgement
- whether the audience for a sponsored event is in NSW (those with a national / international audience will only be considered where the benefits and costs are tailored appropriately).

The Office of the Children’s Guardian will normally reject sponsorship requests which:

- conflict with our core business
- are not committed to activity/ event
- are from an organisation or individual who has not honoured previous sponsorship agreements
- are sought on an ongoing basis or should be included under current funding received from the Office of the Children’s Guardian
- are for service delivery.

3.2 Recognition

As agreed between the parties, common media for potential recognition of the sponsor / funding organisation, include:

Written acknowledgement

Inclusion of funding acknowledgement on all publications, reports, posters or any other documents promoting an Office of the Children’s Guardian funded project

For example: “This project has been supported with funding from the NSW Office of the Children’s Guardian”.

Publications and printed material

- Display of the Office of the Children’s Guardian’s name and logo
- Single line reference acknowledgement of funding (“This project has been supported with funding from the NSW Office of the Children’s Guardian”).

Events / Conferences

- Inclusion of a keynote speaker from the Office of the Children’s Guardian
- Acknowledgement of the Office of the Children’s Guardian’s funding in opening statements
- Invitation to the Children’s Guardian or a representative to open or provide the keynote address
- Free attendance for a limited number of Office of the Children’s Guardian staff
- Booth space for resources
- Logo and brand name on major presentation boards / screens / collateral and programs
- Material placed in delegate bags
- Hyperlink from conference website to the Office of the Children’s Guardian’s website
- Formal recognition of the Office of the Children’s Guardian at conclusion of event.

Websites

- Link to the Office of the Children’s Guardian’s website from sponsored organisation’s site
- Description of sponsorship on sponsored organisation’s website

Media / Public relations

- Joint media release
- Acknowledgement of the Office of the Children’s Guardian’s support in any conference/event releases

Launches

- When a project is being launched publicly the Children's Guardian or a representative should be invited to officially launch the project.

Case studies

- Funded organisations should be encouraged to share their experience by promoting the event or activity on their own website or in newsletters
- Funded organisations may be asked to submit an article for publication in the Office of the Children's Guardian's newsletters or websites.

Office of the Children's Guardian support

In addition to providing funding, the Office of the Children's Guardian may also support an event or activity in kind by promoting the event on the Office of the Children's Guardian's website, staff newsletter or external newsletter.

Special notes for conferences

Wherever possible, conferences should help build capacity of non-government organisations or children and young people. In addition to the selection criteria earlier in this document, favourable consideration may be given to conferences which, as part of the sponsorship arrangement either:

- set aside places for non-government organisations to attend
- set aside places for children and young people
- actively involve the participation of children and young people

The Office of the Children's Guardian will not provide sponsorship for commercial, profit-making conferences.

3.3 Assessing sponsorship requests

When an organisation or individual seeks sponsorship from the Office of the Children's Guardian for an event, activity or campaign:

- all requests will be referred to the Media and Communication team
- Legal Services may review draft agreements
- the Media and Communication team will complete a Sponsorship Proposal Summary and Assessment against criteria
- Media and Communications will then refer the request to the Director Business and Executive Services to determine if funds are available
- Media and Communications will complete all required agreements and manage the sponsorship.

Should the Director Business and Executive Services find the proposed sponsorship to be inappropriate, a recommendation to that effect will be made to the Children's Guardian.

Records will be maintained of assessments and comments for feedback to unsuccessful sponsors to help ensure transparency of decision-making processes.

All decisions recommending sponsorship will be published in the Office of the Children's Guardian Annual Report.

3.4 Obtaining approval and registration

Value

For sponsorships under \$10,000 written agreement can constitute an exchange of letters signed by the Office of the Children's Guardian.

Sponsorship arrangements over \$10,000 require a formal contract between the Office of the Children's Guardian and the sponsor. In-kind sponsorships are to be valued as far as is realistic and practicable at normal commercial rates.

Length of Time

As a general rule, the period of sponsorship is to be limited to a two-year period. Contracts will not have open ended renewals. Where events are ongoing, organisations should be advised not to rely on the Office of the Children's Guardian for long term funding.

Process

All sponsorship requests should be sent to the Media and Communication team for assessment and then referral to the Director Business and Executive Services. Legal Services may review any draft agreements. Final recommendations for sponsorship will be made to the Children's Guardian.

Record keeping

Files will be kept by the Media and Communications team of all relevant documentation, including:

- the original proposal
- all relevant correspondence between parties (including a diarised running sheet recording all interactions with external organisations and other parties)
- media releases, press clippings and other marketing collateral
- a formal evaluation of the program.

3.5 Supporting and monitoring the sponsorship

Supporting

Managing the partnership must be transparent to external organisations and meet the highest standards of accountability in accordance with the Office of the Children's Guardian's Sponsorship Principles.

Monitoring

All funds provided to organisations or individuals as sponsorship should be allocated to an account cost code to allow for expenditure to be monitored and reported.

3.6 Evaluating the sponsorship

The Media and Communications team, in conjunction with the relevant business unit, will evaluate all projects against the initial agreement and anticipated cost and benefit. A report on the valuation is to be provided to the Children's Guardian within four weeks of the end of the project.

3.7 Renegotiating or terminating

Renegotiation

The Office of the Children's Guardian has first right of refusal on renewal providing that the existing sponsorship arrangement has been effective. There may be times when there is a need to retest the market to ensure continuing competition and best value.

Termination

The written contract of agreement should detail circumstances for termination. Such circumstances include if:

- the recipient agency comes under criminal investigation.
- adverse publicity has surrounded the agreement
- the Office of the Children's Guardian's integrity is threatened as a result of the sponsorship
- when an actual or potential conflict of interest arises and alternative strategies to manage it cannot be established/reached
- the recipient agency becomes subject to insolvency (including voluntary administration, liquidation or receivership or bankruptcy).

4 Appendices

Office of the Children’s Guardian sponsorship assessment

Event/Project to be sponsored

Description of sponsorship event/activity	
Organisation seeking sponsorship	
Contact person in organisation seeking sponsorship	
Objective of event/project	
Target audience	
Proposed date of implementation (include key dates)	
Support type sought (eg. Money, goods-in-kind, donation, pro-bono services)	
Promotional plan identified	<input type="checkbox"/> Yes <input type="checkbox"/> No
Estimated value	
Details of other sponsors being approached or confirmed eg organisation, dollar value, types of goods and/or services in-kind	
Supporting data including (if relevant) evaluations of previous event/activity	
Details of how sponsorship supports the Office of the Children’s Guardian’s corporate objectives, vision and values	
Office of the Children’s Guardian resources required (money, in-kind, staffing etc)	

Benefits to the Office of the Children's Guardian	1. 2. 3. 4.
Risks to the Office of the Children's Guardian	1. 2. 3. 4.

Sponsorship proposal contains conditions that would limit the Office of the Children's Guardian's ability to carry out its functions fully and impartially	<input type="checkbox"/> Yes <input type="checkbox"/> No
Real or apparent conflict between the objectives and mission of the Office of the Children's Guardian and those of the organisation seeking sponsorship	<input type="checkbox"/> Yes <input type="checkbox"/> No
Organisation is subject to regulation or inspection by the Office of the Children's Guardian	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the organisation seeking sponsorship may be subject to the Office of the Children's Guardian's regulation or scrutiny, can alternative arrangements be made to ensure that any accepted sponsorship activities are quarantined from regulatory functions?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Endorses products or services	<input type="checkbox"/> Yes <input type="checkbox"/> No
Provides a personal benefit to an Office of the Children's Guardian employee	<input type="checkbox"/> Yes <input type="checkbox"/> No
The organisation seeking sponsorship has sufficient resources to deliver stated objectives of the event/activity and benefits to the Office of the Children's Guardian	<input type="checkbox"/> Yes <input type="checkbox"/> No
Potential to build strong alliances with other like-minded organisations	<input type="checkbox"/> Yes <input type="checkbox"/> No
The Office of the Children's Guardian can effectively assess / evaluate the success of the sponsorship	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the audience for a sponsored event in NSW (those with a national / international audience will only be considered where the benefits and costs are tailored appropriately)	<input type="checkbox"/> Yes <input type="checkbox"/> No

Sample Sponsorship Contract

THIS AGREEMENT is made the _____ day of _____ 20____

PARTIES

THE OFFICE OF THE CHILDREN'S GUARDIAN, ABN 43 304 920 597, of Level 1, 219-241 Cleveland Street Strawberry Hills NSW 2012

AND

(Insert name of other organisation), ABN (insert number) of (insert address).

These parties have agreed to enter into a sponsorship agreement to (describe terms of sponsorship arrangement).

The (XYZ organisation) will provide:
(insert details of sponsorship)

The Office of the Children's Guardian will provide:
(insert details)

The benefits and outcomes to the Office of the Children's Guardian and the general public as a result of this sponsorship will be as follows: (insert bullet points outlining benefits of the arrangements).

TOTAL VALUE AND TERM OF AGREEMENT

(Insert duration, value in cash, goods-in-kind or services)

OPERATIVE PART

1. OBLIGATIONS

The (XYZ organisation) agrees that it will:

- Will act in accordance with the sponsorship agreement.
- Ensure all advertising activity and promotional material is consistent with the terms of use as agreed to in this agreement including, in particular, the use of the name, logo or other intellectual property of the Office of the Children's Guardian.
- Will consult with and take into account any suggestions in relation to the sponsorship arrangement under this agreement.

The Office of the Children's Guardian agrees that it will:

- Comply with the terms of the agreement as outlined above; and
- Consult with and take into account any suggestions made from time to time in relation to the Sponsorship agreement.

2. INTELLECTUAL PROPERTY RIGHTS

The (XYZ organisation) acknowledges that the Office of the Children's Guardian's name and logo is the Office of the Children's Guardian's intellectual property and the (XYZ organisation) will obtain prior approval from the Media and Communications team for use of this logo beyond any specifications set out in this agreement.

The (XYZ organisation) acknowledges that by entering into an Agreement, the Office of the Children's Guardian is not endorsing any product or service and neither party should imply such endorsement.

3. REPRESENTATION AND WARRANTIES

The (XYZ organisation) represents and warrants to the Office of the Children's Guardian:

- That it neither owns, controls nor is involved in the manufacture and production or promotion of any product or services detrimental to the safety, health and well-being of children and young people.
- That all representations and statements made by the (XYZ organisation), or on its behalf, in connection with negotiations held with the Office of the Children's Guardian are accurate and transparent.
- That it has not been investigated on circumstances around business ethics or corporate governance.
- That the (XYZ organisation) has not made or received any payment of other inducement to or from the Office of the Children's Guardian or its employees in connection with entry into this agreement
- That the use by the Office of the Children's Guardian pursuant to this agreement of any logos or material provided by the Sponsor for the promotional purposes, will not infringe the intellectual property rights of any person.

12. TERMINATION

Office of the Children's Guardian functions will continue to be carried out fully and impartially, notwithstanding the existence of the sponsorship agreement. Any attempt by the sponsor to influence the Office of the Children's Guardian's functions will result in automatic review or termination of the agreement.

Without limiting any other rights or remedy of the Office of the Children's Guardian, this agreement may be terminated by notice in writing to the (XYZ organisation) if it breaches any clause of this agreement or:

- (the XYZ organisation) becomes subject to any form of insolvency administration or a receiver, official manager or administrator is appointed over any part of the property of the (XYZ organisation).
- at the sole discretion of the Office of the Children's Guardian, termination is warranted in the public interest.

5. MONITORING

The (XYZ organisation) and the Office of the Children's Guardian will agree on a mutually satisfactory monitoring process for the life of the agreement.

6. REPORTING

The (XYZ organisation) must report to the Office of the Children's Guardian any such information as the Office of the Children's Guardian may reasonably require from time to time. The (XYZ organisation) must immediately notify the Office of the Children's Guardian of any change in the circumstances or other factor which would or might cause there to be an actual or potential conflict between the (XYZ organisation's) objectives and the Office of the Children's Guardian's corporate mission, objectives or interest.

The (XYZ organisation) consents to the Office of the Children's Guardian incorporating details of the sponsorship in its Annual Report.

7. ACCOUNTABILITY

The Office of the Children's Guardian and the (XYZ organisation) will agree on an appropriate accountability measure to ensure information about the origin, nature and extent of the sponsorship is available to the public.

8. EVALUATION

The Office of the Children's Guardian and the (XYZ organisation) agree that either or both parties will conduct an evaluation of the sponsorship outcome.

9. FORCE MAJEURE

A party is not to be held liable for any failure to observe obligations under this agreement where such failure is wholly or substantially due to cause beyond control of the party, provided that in any circumstances the party seeking to rely on the benefit of this clause must endeavour to put itself in a position where it is able to meet its obligations under this agreement as quickly as possible.

10. DISPUTE RESOLUTION

The parties must use reasonable efforts to resolve any dispute, which arises between them under this agreement, by mediation or any other recognised methods or alternative dispute resolution before commencing court proceedings to resolve this dispute.

11. CONFIDENTIALITY

The agreement is confidential to the Office of the Children's Guardian and neither its terms nor any particulars relating to it may be published or disclosed to any person by the (XYZ organisation) (except as required by law or to the extent necessary for the purposes of this agreement) without the Office of the Children's Guardian's consent.

12. ASSIGNMENT

The (XYZ organisation) is not entitled to assign this agreement without prior written approval of the Office of the Children's Guardian.

13. VARIATIONS

No amendment of, or addition to, the provisions of this Agreement is valid and binding unless it is in writing signed by both parties.

14. RELATIONSHIPS BETWEEN PARTIES

Except as specifically provided in this agreement nothing in it is to constitute or be deemed to constitute a partnership among the parties or any party for any purpose. No party shall have authority to bind another or contract in the name of another in any way or for any purpose.

15. CONTRACT CONTACT OFFICERS

All communications between the (XYZ organisation) and the Office of the Children's Guardian shall be directed to:

- (XYZ organisation) Representative
 - The current details are:
 - Name:
 - Address:
 - Ph:
 - Fax:
 - Email:

- Office of the Children's Guardian Representative
 - The current details:
 - Name:
 - Address:
 - Ph:
 - Fax:
 - Email:

EXECUTED for an on behalf of the
OFFICE OF THE CHILDREN'S GUARDIAN

But not so as to incur personal liability by:

.....
(Signature)

.....
(Name and Position)

EXECUTED by and on behalf of:

.....
(Full name of XYZ organisation)

.....
(Name of individual or authorised
Representative for company or
Organisation).

.....
(Signature of individual or authorised
representative)

Application for sponsorship from the Office of the Children’s Guardian

(to be completed by external organisations – will be posted on the OCG website)

Description of sponsorship event/activity	
Name of organisation	
Contact person (phone and email)	
Objective of event/project	
Target audience	
Proposed date of implementation (include key dates)	
Type of support sought (eg. money, goods-in-kind, donation, pro-bono services)	
Does the event or activity have a communications/promotional plan?	<input type="checkbox"/> Yes (please attach) <input type="checkbox"/> No
Total funding sought from the Office of the Children’s Guardian	
Details of other sponsors being approached or confirmed (eg organisation, dollar value, types of goods and/or services in-kind)	
Supporting data including (if relevant) including evaluations of previous event/activity	
Please outline how your request supports the Office of the Children’s Guardian’s corporate objectives, vision and values	
What are the benefits to the Office of the Children’s Guardian in providing funding?	<ol style="list-style-type: none"> 1. 2. 3. 4.

Please outline what your organisation proposes to provide the Office of the Children's Guardian in exchange for sponsorship	
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Is your organisation subject to regulation or inspection by the Office of the Children's Guardian?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you confident your organisation can deliver the stated objectives of the event/activity and benefits to the Office of the Children's Guardian?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is this an ongoing event or activity – do you intend to run it again in future?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the audience for a sponsored event in NSW (those with a national / international audience will only be considered where the benefits and costs are tailored appropriately)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you willing to provide an evaluation report outlining how the Office of the Children's Guardian's funding was spent and outcomes of the event or activity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are the event, activity or any other sponsors associated in any way with the manufacture and production or promotion of any product or service in the gaming, confectionery, fast food, alcohol or tobacco industries?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you involved in any business activity that could damage the safety and wellbeing of children and young people, families or communities?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If requested, can you demonstrate your organisation has a good corporate governance record?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If requested, can you demonstrate your organisation has a stable financial position?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you currently, or have you previously received funding from the Office of the Children's Guardian for a similar event or activity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you currently receive funding from the Office of the Children's Guardian on a recurrent basis?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please note the Office of the Children’s Guardian will normally reject sponsorship requests which:

- conflict with our core business
- the sponsorship provided by the Office of the Children’s Guardian is not committed to an activity/ event
- is from an organisation or individual who has not honoured previous sponsorship agreements
- are sought on an ongoing basis or should be included under current funding received from the Office of the Children’s Guardian
- is for service delivery
- is for an event outside of NSW.

Please send this completed form with relevant supporting information to:

Manager Media and Communications

Office of the Children’s Guardian

Locked Bag 5100

STRAWBERRY HILLS NSW 2012

kidsmedia@kidsguardian.nsw.gov.au