

Hunter

Joint Organisation

DRAFT SPONSORSHIP POLICY

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INTRODUCTION

The Hunter Joint Organisation

The Hunter Joint Organisation is a statutory body established under the Local Government Act 1993.

Joint Organisations are local government entities with legal powers to support councils to work together for better regional outcomes. They are an important initiative to build stronger councils and help improve service delivery and infrastructure across New South Wales.

How do Joint Organisations operate?

The operations and priorities of each Joint Organisation are determined by a Board comprising voting and non-voting representatives.

The voting members of a Joint Organisation are the Mayors of member councils. A NSW government employee nominated by the Secretary of the Department of Premier and Cabinet also sits on each board as a non-voting representative.

Joint Organisations perform three principal functions in their region:

- strategic planning and priority setting
- intergovernmental collaboration
- shared leadership and advocacy.

The member Councils of the Hunter Joint Organisation are:

- Cessnock City Council
- Dungog Shire Council
- Lake Macquarie City Council
- Maitland City Council
- MidCoast Council
- Muswellbrook Shire Council
- Newcastle City Council
- Port Stephens Council
- Singleton Council
- Upper Hunter Shire Council.

PART A

POLICY OVERVIEW

1. Purpose of this Policy

From time to time the Hunter Joint Organisation will sponsor activities that are consistent with and will contribute to the achievement of its corporate aims.

The purpose of this Sponsorship Policy is to outline:

- what sponsorships the Joint Organisation will and will not undertake
- the responsibilities of all parties involved in a sponsorship arrangement in order to ensure there is neither conflict of interest nor negative impact on the Joint Organisation or a member Council's reputation or probity
- the process for the receipt of sponsorship applications, and
- the sponsorship approval process.

2. Sponsorship criteria

Any sponsorship arrangement that is offered or sought by the Joint Organisation must:

- benefit the Region and its residents, workers and visitors
- benefit the local government sector and its capacity to address the needs and aspirations of our communities
- not create an actual or perceived conflict of interest, and
- not fetter or interfere with the Joint Organisation's / a member Council's compliance with and exercise of its legislative obligations under the Local Government Act 1993, the Environmental Planning and Assessment Act 1979 and the City's planning instruments, the Roads Act 1993 or any other legislation.

3. Suitable activities for sponsorship

The general types of events/activities that the Joint Organisation may consider suitable for sponsorship may include but is not limited to activities or events such as:

- activities to promote the development of key infrastructure
- activities to support business growth and employment
- activities to promote innovation and creativity
- activities to help promote and develop the region's visitor economy.
- industry research
- publications
- marketing activities
- exhibitions and conferences including business forums
- public and ticketed events
- training
- scholarships
- awards
- education.

4. Definitions

Joint Organisation

Means a statutory body created under / operating within the following key legislation:

- [Local Government Act 1993](#)
- [NSW Legislation – pdf-view-act-2017-65-sch1](#)
- [Local Government General Amendment Regional Joint Organisations Regulation 2018](#)

Agreement

Means the agreement entered into by the Hunter Joint Organisation and an applicant whose application for Sponsorship has been successful.

Council / Member Council

Means a member council of the Hunter Joint Organisation as listed in this policy.

Sponsorship

Means a business transaction in which the Joint Organisation provides a financial contribution or value in kind to support an event, project, service or activity in return for negotiated economic or social benefits to the Hunter Region.

Financial Assistance

Means payments given to individuals or organisations that are not commensurate with a reciprocal benefit received by the Hunter Joint Organisation.

Guidelines

Means any guidelines published in connection with the Hunter Joint Organisation's Sponsorship Policy in any year.

Value in kind

Means goods or services supplied in connection with a sponsorship.

5. Scope

This policy applies to all applications for Sponsorship.

6. Principles

The Hunter Joint Organisation commits itself to the following principles:

Accountability and transparency

The policy provides a framework for the transparent and merit-based provision of support and a system of accountability for the recipient.

Alignment with strategic frameworks

The policy aligns with the Joint Organisation's priorities outlined in the Joint Organisation's Strategic Plan 2018 – 2021.

- [HunterJOStrategicPlan_2018_2021](#)

PART B

SCOPE OF PROGRAM

1. Amount of sponsorship available

- 1.1 The Joint Organisation does not have in place a formal sponsorship program or allocated sponsorship budget and applications will be considered as and when they are submitted.
- 1.2 Costs will be met from within a broad strategic allocation and will be determined on merit.
- 1.3 The Joint Organisation may decide to offer sponsorship in an amount less, or in a combination different to, the support that has been requested.
- 1.4 If awarded sponsorship by the Joint Organisation, applicants are prohibited from seeking additional support from business units of the Joint Organisation or member Councils for the same activity.

2. Program structure

2.1 Applications for sponsorship by the Joint Organisation:

- 2.1.1 can be made at any time
- 2.1.2 will be reviewed by the Chief Executive Officer for adherence to the Joint Organisation's Sponsorship Policy and returned with feedback if the application does not address requirements
- 2.1.3 will be submitted, with covering report, for determination at a regular meeting of the Joint Organisation Board.

2.2 Exceptional circumstances

In exceptional circumstances relating to urgency or other factors, a decision in relation to a sponsorship application may be made at any time. Such decisions will be made by the Board Chairperson in consultation with the Board and will be referred to the next available Board Meeting for formal endorsement of any decision made.

- 2.3 The Joint Organisation will liaise with applicants if it is felt a more appropriate sponsorship or grant program is available and will refer the application if the applicant agrees.
- 2.4 Application forms and funding agreements will contain information relating to the acknowledgement of funding/in kind support from the Joint Organisation. The recipient of funding/in kind support must abide by the following set of principles / actions:
 - 2.4.1 Acknowledge the Joint Organisation's contribution in written material relating to the project
 - 2.4.2 Use the Joint Organisation's logo and name in accordance with the requirements of the funding agreement
 - 2.4.3 Issue an invitation to the Chairperson, or representative, to any announcement or public event associated with the funding
 - 2.4.4 Acknowledge the Joint Organisation's contribution whether the Chairperson or representative is able to attend or not
 - 2.4.5 Where practicable, afford the Chairperson or representative the courtesy of publicly addressing the event
 - 2.4.6 Successful applicants will be required to provide evidence in acquittal reporting.

PART C

ELIGIBILITY AND ASSESSMENT

1. Eligibility Criteria

The Joint Organisation will not support applications that do not meet all of the following criteria:

- 1.1 The applicant must be a registered organisation with an ABN (or ACN) or have not for profit status
- 1.2 The Joint Organisation will not fund an individual
- 1.3 Generally speaking, the Joint Organisation will not fund provide funding to government agencies unless the program to be funded has a clear linkage to the Joint Organisation's Charter and adopted Strategic Framework
- 1.4 Applicants acting for financial gain must provide complete information about company structure, management and shareholders
- 1.5 Applicants must lodge a completed application in accordance with any published Guidelines
- 1.6 Applicants must provide evidence that they have appropriate insurances in place if requested by the Joint Organisation
- 1.7 The activity must be scheduled to occur within the same financial year as the support is (likely to be) received (unless otherwise agreed)
- 1.8 Applicants may not have received any other sponsorship support from the Joint Organisation within the same financial year 12-month period, regardless of whether it was for a different activity
- 1.9 Applicants must have complied with, to the Joint Organisation's satisfaction, the conditions of any previous grant, support or sponsorship received from the Joint Organisation.
- 1.10 The sponsorship activity must be consistent with the community values and the relevant objectives defined in the Joint Organisation's Charter and associated documentation
- 1.11 The applicant must be capable of obtaining all regulatory approvals for the activity(ies).
- 1.12 The Joint Organisation will not fund the purchase of capital equipment, furniture/fittings, travel, salaries or meet out of pocket expenses.
- 1.13 Applicants may be required to submit a preliminary risk assessment for any activities with potential high risk. Applicants will be notified of the requirement prior to the assessment process commencing
- 1.14 The Joint Organisation will not fund activities retrospectively.

2. Double dipping

The Joint Organisation will not consider applications for funding that have also been sent to one or more member councils or to a business unit of the Joint Organisation.

3. Implied endorsement or fettering of ability

The Joint Organisation will not undertake sponsorships that:

- 3.1 requires or imply the Joint Organisation's / a member Council's endorsement of commercial products, services, companies, political parties or individuals

- 3.2 limit the Joint Organisation's / a member Council's ability to carry out its legislative functions fully and impartially
- 3.3 are not consistent with the Joint Organisation's / a member Council's social justice principles of equity, participation, rights and accessibility for all groups in the community, and
- 3.4 pose a conflict with the broader policies and practices of the Joint Organisation's / a member Council.

4. Assessment Criteria

Applications must satisfy the criteria / requirements as set out in clauses A.1, A.2, B.2 and C.1 of this Policy.

5. Assessment of applications

The Chief Executive Officer will undertake a preliminary assessment of all applications received, will consult on the content of each application as is considered appropriate and will provide a covering report and recommendation for the Board's consideration.

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PART D

AGREEMENTS, PAYMENTS AND ACQUITTALS

1. Agreement

- 1.1 Successful applicants and the Joint Organisation must sign an Agreement, containing the Joint Organisation's terms and conditions of Sponsorship, prior to any monies being released
- 1.2 The Joint Organisation may terminate the Agreement at any time but will pay for commitments made, subject to milestones being met, to the date of termination
- 1.3 The Agreement will provide that the Joint Organisation is able to withhold any final payment under the Agreement pending receipt of a satisfactory acquittal report
- 1.4 The Agreement may include a statement relating to how the Joint Organisation will conduct any regulatory activities with the applicant
- 1.5 The Agreement will require the applicant to comply with the Joint Organisation's Code of Conduct
- 1.6 The agreement will specify that applicants are required to obtain all necessary approvals for their activity. In the event that approval is not granted, the sponsorship will be returned to the Joint Organisation.

2. Payments

- 2.1 Payments will be made to applicants in accordance with the milestones agreed with the applicant and documented in the Agreement
- 2.2 All payments under the Agreement must be invoiced to the Joint Organisation in accordance with achievement of the milestones documented in the Agreement
- 2.3 All invoices must be received before the end of the financial year in which the sponsorship was awarded
- 2.4 The Joint Organisation will not be liable for any amounts over and above the Economic Development Sponsorship amount as set out in the Agreement.

3. Acquittal Report

- 3.1 Successful applicants must provide a final acquittal report to the Joint Organisation within the timeframe specified in the Agreement.
- 3.2 The information required will be specified in the Agreement and may include:
 - 3.2.1 final accounts (audited, if appropriate);
 - 3.2.2 evidence of how the Joint Organisation was acknowledged during the event
 - 3.2/3 an assessment of the benefits realised against the benefits anticipated or estimated in the application form
 - 3.2.4 evidence of compliance with the Agreement
 - 3.2.5 where activities are ticketed, details of the number of tickets sold and, if possible, demographic information relating to participants
 - 3.2.6 formal advice of funds not spent (funds not expended for the purpose outlined in the application must be returned to Joint Organisation).