APS Sponsorship & Donation Policy

The Principal of the school has the final say to determine the approval of a donation or sponsorship arrangement for the school.

1. Rationale

The Attadale Primary School Sponsorship Policy outlines which agreements for sponsorship are considered appropriate in accordance with our shared Principles. This policy will provide clarity to the Principal, School board and P and C of APS if approached by, or initiating a request for external sponsorship. This policy is applied to all events and activities held on school site during school hours and out of school hours along with property and equipment used to support the operational and educational management of the school.
Underpinning this policy is our school values of Take Care, Fair Go, Stand Up and Give It Your Best. This policy adheres to the Department of Education WA's guidelines outlined in its Policy for Incoming Sponsorship to Public School

2. Definitions

Donations
Any business, person or organisation is free to offer a donation of any value to Attadale Primary School. Such a donation can be made for a special purpose or for the general use of the school. A donation to Attadale Primary School is considered a gift to the school and the school is under no obligation to acknowledge the donation or provide any recognition or benefit to the donor. However, this donation may be publicly acknowledged, as agreed in the terms of the Sponsorship Agreement. All donations and offers of donations will be considered for acceptance by the Board Sponsorship Sub-Committee to ensure they are appropriate, of benefit to the school and meet Education Department policy. If a donation results in a service provider being on school grounds, that service provider is permitted to use branded equipment relevant to their business.

Sponsorship
Sponsorship is a negotiated agreement between a sponsor and Attadale Primary School that offers identifiable tangible benefits to both parties. Sponsorship maybe made in cash or kind. All sponsorship arrangements made with Attadale Primary School will be compliant with regulations under the *School Education Act 1999 (WA)* and the *School Education Regulations 2000 (WA)* specifically sections 50 - 53.

Advertising

Advertising is defined as the display of a company logo or banner in a School publication or in materials donated for use by the School (eg. Tents, sporting equipment). At the discretion of the Principal, logos for the purpose of acknowledging a donation, contribution or gift to the School may be permitted in School publications, as will appropriate sized logos on donated goods. The School will not permit paid advertising of external companies in School-related publications for the sole purpose of promoting that company.

3. Agreed Principles

Our school values sponsorship partnerships with organisations that:

- Have family connections with APS
- Operate in or service in our local area
- value education and our local community

In general, school (education/ curriculum) activities, events and property should remain unencumbered by sponsorship, but this is at the discretion of the Principal. It is recommended that the following activities as components of the regular school program should not recognise sponsors

- assemblies
- concerts, such as edu-dance
- sporting events – athletics and swimming carnivals
- school website

- Not provide for the right to name

- the school
- an educational programme of the school.
- a school activity held at or by the school, including a concert, sporting event, carnival or
- competition; or
- a prize, scholarship or award to be given to a student at, or member of staff of, the school.

- Not restrict competition or require or lead to the exclusive supply by the advertiser or sponsor of goods or services to the school.

- Not enable the distribution, to students at the school, of materials promoting or endorsing any particular denomination or sect or any political party.

Attadale Primary School P&C should consider sponsorship proposals on a case-by-case basis in consultation with the School Principal and keeping in mind benefit to the school, appropriateness of sponsorship to school strategy, reasonably foreseeable risks, sponsors reputation and alignment with school ethos and values.

The Attadale Primary School P&C must discuss any sponsorship offers with the Principal before accepting any offers of sponsorship.

- Not promote, or enable the distribution of, goods or services to the school or to any member of staff of, or student at, the school if the consumption of the goods or services is likely to

- conflict with the ethos and values of the school
- otherwise adversely affect the school's reputation.

The school has a commercial (income generating) aspect which is most often fulfilled by the P&C in the form of fundraising projects. Such fundraising projects that do not occur on school grounds, occur outside of school hours or do not involve students from our school should be able to attract sponsorship.

4. Processes and Procedures

- Offers of sponsorship must be made to the Principal and the Board of Attadale Primary School for consideration by the Board Sub Committee using the Proposal proforma – (Appendix A). More complex proposals will be addressed by the full board.
- All sponsorship proposals will be reviewed using our Sponsorship Checklist (Appendix B) which reflect our Agreed Principles.

- From time to time the Board may identify possible opportunities where sponsorship maybe appropriate, and will actively solicit sponsors. This will be published in our school newsletter and Facebook page.
- Board decisions with regards to sponsorship will be minuted and sponsors advised in writing of decisions. In the case of multiple sponsors equally meeting the agreed principles of this policy, an offer of shared sponsorship, or alternative sponsorship opportunities will be proposed.
- For sponsorship arrangements over $5000 Department of Education *Document for Incoming Sponsorship to a Public School* will be completed and presented to the Minister for approval.
- All sponsorship arrangements will be confirmed in writing and clearly state expectations of both parties using the Document for Incoming sponsorship to a Public School (Appendix C)
- The Principal will be responsible for coordinating with sponsors regarding delivery of agreed benefits as outlined in our Sponsorship Guidelines (Appendix D)
- Sponsorship arrangements will be monitored and reviewed by the Board and sponsor as appropriate to ensure both parties are meeting obligations.
- Issues or concerns regarding sponsorship arrangements will be addressed promptly by the Board.
- Sponsorship arrangements will be assessed on completion to evaluate benefit to School and sponsor.

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Appendix A

Sponsorship / Donation Proposal

Name and Address of External Organisation
Value of Sponsorship / Donation
Event / Activity / Property
Value or benefits offered by the School
Terms of Sponsorship / Donation
Dates if Applicable
Other Information

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Appendix B

Sponsorship Checklist

Sponsor:		
Contact Name:		
Contact Details:		
Assessment Against Agreed Principles		
Does this sponsorship offer tangible befits to the school? **Does this sponsor have family connections and/or operate in our local community?** **Does this sponsor value education and our local community?** **Is the sponsorship offer aligned with our school values?** **Will this sponsorship offer have a neutral or positive impact on our school reputation?**	**y/n** **y/n** **y/n** **y/n** **y/n**	
If yes to all of the above, consider the following?		
Is this sponsorship offer linked to an onsite school event?	**y/n**	

Appendix C

ATTADALE PRIMARY SCHOOL SPONSORSHIP POLICY- UPDATED MAY 2018

Department of Education

Document for incoming sponsorship to a public school

(full name of School including ABN)

(full name of Sponsor including ABN if applicable)

Attadale Primary School Wichmann Road Attadale WA 6156
School Office: 08 62741700 Email: attadale.ps@education.wa.edu.au
attadaleps.wa.edu.au

Completing this Document

This Document consists of Instructions for Sponsorship and a Sponsorship Agreement. Please read the Instructions carefully. Before the Document is complete and ready for signing, all required information must be inserted or attached to the Document.

The Instructions for Sponsorship are in four sections:
Section 1: Process and Authority
Section 2: Risk Assessment and Management
Section 3: Declarations of Interests
Section 4: Endorsements

The Sponsorship Agreement is in four parts:
Part 1: Introduction
Part 2: Signatures
Part 3: Details of Sponsorship Agreement
Part 4: Terms and Conditions

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ATTADALE PRIMARY SCHOOL SPONSORSHIP GUIDELINES AND LIMITATIONS

EXAMPLE

1. LEVELS OF SPONSORSHIP
    a. Platinum - $2000 and above
        i. Logo on back of special event senior sports shirts/tops or small plaque (A5 size) on permanent school fixtures donated, listing on website for 1 year ?? and newsletter for 1 term??, certificate of appreciation
    b. Gold - $1000 - $2000
        i. Listing on website for 1 year?? and newsletter for 1 term??, certificate of appreciation
    c. Silver - $500 - $1000
        i. Listing on website for 6 months??, certificate of appreciation
    d. Bronze - $0 - $500
        i. Listing on website for 3 months??

2. The school will create a sponsorship page on newsletter and website with above sections and list sponsors
3. The school will choose the plaque style for nature play, bench etc.
4. The school board will seek out sponsorship for items/initiatives of which we recognise a need/value in the school

2. LIMITATIONS OF SPONSORSHIP
    a. The school board [through and by agreement with the Principal will approve or deny all offers of sponsorship
    b. Attadale Primary will not accept sponsorship from organisations or groups that we believe are in conflict with our school values or are not age appropriate for our students. For example, this may include alcohol or tobacco companies, fast food corporations
    c. Attadale Primary will not accept sponsorship from organisations or groups with a competing interest with our school. Examples of this include other schools.

Instructions for Sponsorship [DOE Policy – Nonnegotiable]

Section 1: Process and Authority

1. Use of Sponsorship Agreement

1.1 The Sponsorship Agreement on page 9 must be used for a sponsorship involving a Western Australian public school.

1.2 The principal cannot agree to vary the terms and conditions in Part 4 of the Sponsorship Agreement.

1.3 The sponsorship must not commence until the Sponsorship Agreement has been signed by both parties.

2. Process for entering into a Sponsorship Agreement

2.1 The Principal must ensure:

(a) the Sponsorship is for a proper purpose – clause 3.4;

(b) a risk assessment and management report has been completed – clause 4 and Section 2;

(c) there is no conflict of interest that would inhibit the School entering into the Sponsorship – Section 3; and

(d) the Principal and Chair of the School Council/Board have endorsed the Sponsorship – Section 4; and

(e) details of the Sponsorship Agreement have been properly completed – Part 3 of the Sponsorship Agreement.

2.2 Following completion of these requirements and establishing that the Sponsor agrees with the terms and conditions of the Sponsorship Agreement, the Principal must:

(a) have the original Agreement signed by the Sponsor; and

(b) provide the original Document, which includes the Instructions for Sponsorship and the Sponsorship Agreement, to the Minister for Education for signing, through the appropriate Department administration line management.

2.3 Once the Agreement is signed by the Minister, the School must keep a record of the Sponsorship Agreement and lodge a scanned copy of the signed Sponsorship Agreement with the Director of Strategic Procurement.

3. Authority for Sponsorship Arrangement

3.1 Definition

Sponsorship is the purchase of the right to associate a Sponsor's name, products or services with a School in return for negotiated benefits. Sponsorship is an arrangement providing for a distinct two-way return of benefits.

In contrast, a donation or a gift is a gratuitous transfer of money, goods or services to a school that places no obligation on the school to provide anything in return to the donor. The school may choose to acknowledge the gift in an appropriate manner. The school is not required to enter into an Agreement to accept a donation or gift.

3.2 Context

The *School Education Act 1999* (Act) and *School Education Regulations 2000* (Regulations) specifically refer to Sponsorship. The Act and Regulations are the basis for the Minister entering into a Sponsorship arrangement on behalf of a public school.

The Act and Regulations provide that a Sponsorship of a public school must be consistent with the generally accepted values, purposes and goals of public school education; and that participation in a Sponsorship must not generate pressure on students, parents or schools to purchase particular goods or services, subscribe to particular beliefs or attitudes, or pursue particular courses of action.

3.3 Sponsorship Value

The Minister may, pursuant to Regulation 50 of the Regulations, enter into a Sponsorship arrangement for any value that has effect for up to five (5) years.

Any money paid to the School by the Sponsor is to be credited to the General Purposes Fund of the School – section 221 of the Act.

3.4. Proper Purpose

The Principal must determine that the Sponsorship is for a proper purpose by ensuring it complies with the Regulations cited below and is an appropriate Sponsorship in all the circumstances.

(a) **Limitations – Regulation 51**

(i) Sponsorship must not adversely affect, or be likely to adversely affect, the safety, health, welfare or best interests of students at the School.

(ii) Sponsorship must not require the School, School staff, School students or Department to endorse, recommend or promote any goods or services.

(iii) Sponsorship must not provide for any student to participate in an activity unless the student chooses to do so.

(iv) Sponsorship must not restrict competition or require or lead to the exclusive supply by the Sponsor of goods or services to the School.

(v) Sponsorship must not promote nor enable the distribution of goods or services to the School, School staff or School students if the consumption of the good or service is likely to conflict with the ethos and values of the School or otherwise adversely affect the School's reputation.

(vi) Sponsorship must not enable the distribution to students of material promoting or endorsing any particular denomination, sect or political party.

(b) **Naming Rights – Regulation 52**

(i) Sponsorship must not provide for the right to name the School or an educational program of the School.

(ii) Sponsorship may provide for the right to name a facility at the School including a building or an oval; a School activity including a concert, sporting event, carnival or competition; or a prize, scholarship or award to be given to a student or a member of staff of the School.

(c) **Teaching Materials – Regulation 53**

(i) Teaching materials provided through Sponsorship must not be used at the School unless they are clearly identified as being provided under the Sponsorship.

4. Risk Assessment and Management

Once the Principal has determined that the Sponsorship is for a proper purpose, a risk identification and management report must be undertaken – Section 2.

Section 2: Risk Assessment and Management

The Principal must satisfy him or herself that:

(a) the benefits arising from the Sponsorship outweigh the obligations and resources required to comply with the Agreement; and

(b) legal liability, ethical and moral issues, potential conflicts or adverse consequences of the Sponsorship have been identified and considered.

The Principal must submit a risk assessment and management report for the Sponsorship Agreement. The report should be completed with the staff who would be involved in the Sponsorship and cover a range of areas including:

- identifying the risks associated with the Sponsorship;
- determining the likelihood of each risk occurring;
- determining the severity of the potential consequences;
- establishing the level of risk for each identified risk (eg low, moderate, significant or high);
- discussing and recording actions to be undertaken to mitigate each risk;
- establishing the level of risk overall (eg low, moderate, significant or high); and
- if the level of risk is unacceptable, the Sponsorship should not be undertaken; if the School would still like to consider the Sponsorship, further discussion should be held with the Regional Executive Director or (for Independent Public Schools) the Deputy Director General, Schools.

The risk assessment and management report should be reviewed regularly over the period of the Sponsorship Agreement.

Detailed information is in the *Risk and Business Continuity Management policy*.

The following questions are a guide for consideration when completing the report:

1. Is the Sponsorship for a proper purpose (Sections 1–3.4)?
2. Why does the School wish to have a Sponsorship with this Sponsor?
3. What are the financial/administrative/reputation/relationship consequences of entering into the Sponsorship?
4. How easy is it for the School to provide its contribution (benefits) to the Sponsorship (as listed in Part 3 of the Agreement)?
5. In providing its contribution (benefits), is the School foregoing effort or achievement in other areas of the School's operations?
6. What is/are the deciding factor/s or issue/s in the School choosing to enter into the Sponsorship?
7. Are there any operational risks associated with this Sponsorship (eg duty of care, child protection)?
8. Who will be responsible for ensuring the School and Sponsor provide their respective contributions (benefits) to the Sponsorship?
9. How will this be monitored and controlled?
10. What review of the Sponsorship will be undertaken at its conclusion?

Section 3: Declarations of Interest

Principal Declaration of Interest

This declaration records whether the *Principal or a member of the School staff may have a conflict of interest in the Minister entering the Sponsorship provided for by the Sponsorship Agreement.*

1. I (Principal of School)
   reasonably believe that I, or any of my immediate family, do not have a pecuniary or other interest in the School entering the Sponsorship Agreement that could reasonably be construed as being improper, other than as follows:
   Declared Interest:

2. I (Principal of School)
   after making reasonable inquiries, reasonably believe that relevant School staff members do not have a pecuniary or other interest in the School entering the Sponsorship Agreement that could reasonably be construed as being improper, other than as follows:
   Declared Interest:

3. If an interest is declared, then the interest must be disclosed to the Regional Education Executive Director or delegate who must then determine whether or not the School can proceed with the Sponsorship.

4. I understand that if it is found that I have made a false declaration I may be subject to disciplinary proceedings pursuant to the *Public Sector Management Act 1994.*

Signed _____ Date

Witnessed by _____ Date

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School Council/Board Declaration of Interest

This declaration records whether *a member of the School Council/Board may have a conflict of interest in the Minister entering the Sponsorship provided for by the Sponsorship Agreement.*

1. I (Chair of School Council/Board)
reasonably believe that I, or any of my immediate family, do not have a pecuniary or other interest in the School entering the Sponsorship Agreement that could reasonably be construed as being improper, other than as follows:
Declared Interest:

2. I (Chair of School Council/Board)
after making reasonable inquiries, reasonably believe that the members of the School Council/Board do not have a pecuniary or other interest in the School entering the Sponsorship Agreement that could reasonably be construed as being improper, other than as follows:
Declared Interest:

3. If an interest is declared, then the interest must be disclosed to the Principal of the School who must then determine whether or not the School can proceed with the Sponsorship.

4. I understand that if it is found that I have made a false declaration then this may be taken as not acting in good faith as a member of the School Council/Board and the protection from liability afforded by section 137 of the *School Education Act 1999* may not apply.

Signed _____ Date

Witnessed by _____ Date

Section 4: Endorsements

Endorsement of Principal

I (**Principal**) endorse the Sponsorship and recommend the Sponsorship Agreement be signed.

I have:
(a) read the Instructions and determined that the Sponsorship Agreement is for a proper purpose; and
(b) completed the Risk Assessment and Management Report.

I am satisfied that:
(a) the benefits arising from the Sponsorship outweigh the obligations and resources required to comply with the Sponsorship Agreement;
(b) staff members will not receive a personal benefit from the Sponsorship Agreement; and
(c) legal liability, ethical and moral issues, potential conflicts or adverse consequences of the Sponsorship have been identified, considered and will be appropriately managed.

Signed _____ Date

Endorsement of Chair of School Council/Board

I (**Chair of School Council/Board**) endorse the Sponsorship and recommend the Sponsorship Agreement be signed.

Signed _____ Date

Sponsorship Agreement

Part 1: Introduction

THIS SPONSORSHIP AGREEMENT is made on the date on which the last Party executes this Sponsorship Agreement

between

MINISTER FOR EDUCATION, being the body corporate described in section 214 of the *School Education Act 1999* of 151 Royal Street, East Perth, Western Australia

(**Minister**) for **(School)**

ABN:

and

(Sponsor)

ABN:

A. The Minister is empowered to enter into Sponsorship Agreements for the School pursuant to, and which are in accordance with, section 216 of the *School Education Act 1999 (WA)* and Part 3 of the *School Education Regulations 2000 (WA).*

B. The Sponsor wishes to provide the Sponsor Contribution, and the Minister is willing to accept the Sponsor Contribution for the School, on the terms and conditions in this Sponsorship Agreement.

Part 2: Signatures

SPONSOR	DELEGATED AUTHORITY
This the day of 20	This the day of 20
_____(Signature for and on behalf of the Sponsor)	_____(Signature *)
_____ (Print name of person signing above)	_____ (Print name of person signing above)
_____ (Signature of witness)	_____ (Signature of witness)
_____ (Print name of witness)	_____ (Print name of witness)

* The officer with the delegation to sign a sponsorship agreement is detailed under reg 50 of the *School Education Regulations 2000*. The Instruments of Delegations can be found in the Delegations Database on the Policies website.

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Part 3: Details of Sponsorship

Be as specific as possible and attach more detailed information as Attachment 2 if necessary

Item 1: Sponsor

Sponsor name:
Sponsor address:

Item 2: Expiration Date

Item 3: Sponsorship Purpose (no more than 200 words)

Item 4: School Contribution (identify all benefits)

Description of benefit	Date

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Item 5: Sponsor Contribution (identify all benefits)

(a) Financial Contribution

Description	$ value	Date
Total (a)		

(b) Non-financial Contribution

Description	$ value	Date
Total (b)		
Total (a) + (b)		

Part 4: Terms and Conditions

4.1 Term

This Sponsorship Agreement:

(a) commences on the date on which the last Party executes this Sponsorship Agreement; and

(b) expires on the date specified in Item 2 of Part 3 (or, if no date is specified, the date on which the Parties have discharged all their obligations under this Sponsorship Agreement).

4.2 Obligations of the Sponsor

The Sponsor agrees:

(a) to provide the Sponsor Contribution by the dates specified in Item 5 of Part 3 of the Sponsorship Agreement; and

(b) that, by accepting the Sponsor Contribution, none of the State of Western Australia, Minister, Department nor School endorses or recommends the Sponsor's goods, services or business activities.

4.3 Obligations of the School

The Minister agrees that the School will:

(a) use the Sponsor Contribution exclusively for the Sponsorship Purpose;

(b) provide the School Contribution by the dates specified in Item 4 of Part 3 of the Sponsorship Agreement; and

(c) acknowledge the Sponsor as a contributor to the Sponsorship Purpose where appropriate in communications, promotions, media announcements and other material related to the Sponsorship Purpose and as specified in Item 4 of Part 3 of the Sponsorship Agreement.

4.4 General obligations

The Parties agree that they will:

(a) use their reasonable endeavours to achieve the Sponsorship Purpose;

(b) always act ethically, with integrity and in good faith towards each other in connection with this Sponsorship Agreement and the Sponsorship Purpose; and

(c) comply with all State and Commonwealth laws relevant to this Sponsorship Agreement.

4.5 GST

The Sponsor Financial and Non-Financial Contributions are expressed inclusive of GST. The Sponsor must pay to the School the amount of the GST at the same time as the Sponsor pays the Sponsor Financial Contribution. The School must provide the Sponsor with a valid tax invoice at or before the dates on which the Sponsor Financial Contribution is due to be paid as specified in Item 5(a) of Part 3 of the Sponsorship Agreement.

4.6 Reporting

If requested by the Sponsor, the School must provide the Sponsor with:

(a) evidence that the Sponsor Contribution is being used exclusively for the Sponsorship Purpose;

(b) annual updates on the achievement of the Sponsorship Purpose; and

(c) a written statement at the end of the term of this Agreement identifying how the Sponsor Contribution was applied.

.7 Sponsorship information

The Sponsor agrees that:

(a) the Sponsorship Agreement (including information compiled in relation to it) is subject to the *Freedom of Information Act 1992* (WA) ; and

(b) the State of Western Australia, Minister, Department and School may publicly disclose this Agreement and information about the Sponsorship Agreement (including the Sponsor Contribution).

4.8 Termination

(a) If:

(i) the Sponsor breaches this Sponsorship Agreement and does not rectify the breach within 14 days of receiving notice from the Minister to do so; or

(ii) the Minister is required to terminate this Sponsorship Agreement pursuant to a change in Government policy; or

(iii) in the reasonable opinion of the Minister, the reputation of the State of Western Australia, Minister, Department or School is, or is likely to be, damaged by this Sponsorship Agreement or any act or omission of the Sponsor,

then:

(iv) the Minister may immediately terminate this Sponsorship Agreement;

(v) the Minister may keep any part of the Sponsor Contribution which it has received from the Sponsor as at the date of termination;

(vi) the Sponsor must immediately provide to the Minister any part of the Sponsor Contribution which is due, but has not been provided to the Minister as at the date of termination; and

(vii) subject to clause 4.8(a)(vi), the Sponsor is not required to provide any part of the Sponsor Contribution which the Sponsor has not provided as at the date of termination.

(b) If the Minister breaches this Sponsorship Agreement and does not rectify the breach within 14 days of receiving notice from the Sponsor requiring the Minister to do so, then:

(i) the Sponsor may immediately terminate this Sponsorship Agreement;

(ii) the Minister may keep any part of the Sponsor Contribution which the Minister has already paid to, or is due to be paid to, a third party for the Sponsorship Purpose; and

(iii) the Minister must return the balance of the Sponsor Contribution to the Sponsor within seven (7) days of the date of termination.

4.9 Dispute resolution

Before resorting to external dispute resolution mechanisms, the Parties shall in good faith attempt to settle by negotiation any dispute in relation to this Agreement and each Party shall refer the matter to staff who have authority to intervene and facilitate final resolution of the dispute.

4.10 General

4.10.1 **(Relationship)** The Parties agree that no agency, employment, joint venture or partnership is created by this Sponsorship Agreement.

4.10.2 **(Assignment)** A Party cannot assign, novate nor otherwise transfer any of its rights or obligations under this Sponsorship Agreement without the prior written consent of the other Party.

4.10.3 **(Variations to Agreement)** All variations to this Sponsorship Agreement must be in writing and signed by both Parties.

4.10.4 **(Conflicts of Interest)** Each Party warrants that to the best of its knowledge, information and belief, no conflict of interest exists, or is likely to arise, in the performance of this Sponsorship Agreement and that it will notify the other Party if any conflict of interest arises.

4.10.5 **(Laws)** The Parties agree that:

(a) this Sponsorship Agreement is governed by and construed in accordance with the laws of Western Australia and each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia;

(b) despite any other provision of this Agreement, nothing in or arising out of this Sponsorship Agreement in any way:

(i) operates to exclude a provision of the *School Education Act 1999 (WA)*; or

(ii) fetters any discretion or an exercise of functions or powers of the Minister;

(c) Part 1F of the *Civil Liability Act 2002 (WA)* does not apply to this Sponsorship Agreement; and

(d) the powers and duties of the Auditor General of the State of Western Australia are not limited by this Sponsorship Agreement.

4.10.6 **(Entire Agreement)** This Agreement constitutes the full and complete agreement between the Minister and Sponsor relating to the matter covered by this Sponsorship Agreement,

4.10.7 **(Costs)** Each Party agrees to pay its own legal and other costs in connection with the negotiation, preparation and execution of this Sponsorship Agreement. Each Party agrees to comply with all of its obligations under this Agreement at its own cost.

4.11 Interpretation

In the Sponsorship Agreement unless the context otherwise requires:

- **Department** means the Department of Education or the State Government agency assisting the Minister with the administration of public schools;
- **GST** and **tax invoice** have the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth)*;
- **Part 3** means Part 3 of this Sponsorship Agreement;

- **Party** means the Sponsor or Minister as the context requires and **Parties** means both of them;
- **School** means the school or schools specified in Item 3(a) of Part 3 of the Sponsorship Agreement;
- **School Contribution** means the contributions (benefits) specified in Item 4 of Part 3 of the Sponsorship Agreement; and
- **Sponsor Contribution** means the financial and non-financial contributions (benefits) specified in Item 5 of Part 3 of the Sponsorship Agreement.

Appendix D

Sponsorship Benefits Guidelines

$250 - $500
The event sponsor/s will receive written/verbal acknowledgement of their involvement via the school newsletter and Facebook community page. This acknowledgment can contain their logo
$500 - $1000
The event sponsor/s will receive written/verbal acknowledgement of their involvement via the school newsletter and Facebook community page. This acknowledgment can contain their logo. They have the option to display 1 X promotional banner if appropriate for the duration of the event.
$1000 - $5000
The event sponsor/s will receive written/verbal acknowledgement of their involvement via the school newsletter and Facebook community page. The event sponsor/s may display 2 + promotional banners/posters at the event if deemed appropriate by the event organisers The event sponsor/s may use the P&C Facebook community page to advertise their business in the lead up to the event and post event (once per week, maximum 4 posts) Other additional methods of promotion or acknowledgement may be considered.
$5000
Any sponsorship agreement above $5000 must entered into with the Minister for Education.