

Sponsorship Policy

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Drafted by	Chief Commissioner	Approved by Council of AAL	31 st August 2024
Reviewed by	Moore's Legal		
Responsible person	Chief Commissioner	Scheduled review date	30 th December 2026

13.1 Introduction

13.1.1 The Australian Air League is committed to ensuring that its financial and operational arrangements are conducted in an ethical and responsible manner. The Australian Air League welcomes offers of creative partnership and sponsorship arrangements that may include monetary, non-monetary, and other forms of support for its activities.

13.2 Purpose

13.2.1 The purpose of this policy is to establish the framework and guidelines for the creation of productive partnerships between the Australian Air League and the private sector, i.e. sponsorship alliances with corporations, foundations, individuals and other non-government organisations. A sponsorship is about relationship building and is a powerful way to build and strengthen partnerships. It is recognised that such alliances can provide important financial and marketing support to potential partners of the Australian Air League while at the same time generate additional revenues to support the Australian Air League's mission and mandate.

13.3 Principles

13.3.1 The following are the fundamental principles that shape our relationships with sponsors:

- 13.3.3.1 It is important to distinguish between sponsorship and donation. Sponsorship can be defined as a relationship between a provider of funds, resources or services and an organisation which offers in return some rights and association that may be used for commercial advantage. A donation, on the other hand, is a gift for which no commercial advantage is sought or expected. If the provider seeks or is provided with any form of recognition or service in return for the sponsorship, then it is not a donation.
- 13.3.1.2 Sponsorship of the Australian Air League or any of its projects, program or event will not entitle any sponsor to influence any decision of the Australian Air League.
- 13.3.1.3 The Australian Air League will not enter into any alliance or partnership with any corporation or organisation where the association with the prospective partner or acceptance of the sponsorship would jeopardise the financial, legal or moral integrity of the Australian Air League or adversely impact upon the Australian Air League's standing and reputation in the community.
- 13.3.1.4 Any offer of sponsorship which portrays, promotes, implies or suggests any other thing which, in the reasonable view of the Council of the Australian Air League would damage the reputation, standing or brand of the Australian Air League will not be accepted. All tobacco and alcohol sponsorships are prohibited.

- 13.3.1.5 The acceptance of sponsorship from a particular organisation does not represent or imply an endorsement by the Australian Air League of that product, service or organisation.
- 13.3.1.6 The Australian Air League will accept sponsorships as an additional source of revenue generation provided that all sponsorship alliances are consistent with the regulations embodied in this sponsorship policy.
- 13.3.1.7 All sponsorship alliances or partnerships must be consistent with the Australian Air League's constitution, statement of purpose and existing policies.

13.4 Policy

- 13.4.1 Any sponsorship agreement must be in accordance with the principles within this document.
- 13.4.2 The Australian Air League shall not allow its name or logo or opinion to be published in promotion or endorsement of any company, product or service except with the approval of the Council of the Australian Air League.
- 13.4.3 Naming rights associated with any sponsorship must be approved by the Council of the Australian Air League.
- 13.4.4 Commercial logos, names, advertising tag lines and images must not appear on any Australian Air League letterhead or internal document such as memo, circular or instruction, nor on any signage, publication, uniform, equipment or building without approval by the Council of the Australian Air League.
- 13.4.5 Sponsorship over \$1000 will be embodied in written contractual agreements between the Australian Air League and the sponsorship partner. Written contractual agreements may take the form of letters of agreement. The total value and any payment schedule of the sponsorship agreement between the parties will be clearly identified in the contractual agreement.
- 13.4.6 Australian Air League members must neither ask for nor receive any personal benefits from a sponsorship.
- 13.4.7 When circumstances beyond the control of the Australian Air League force the cancellation or substitution of a sponsored event or project, the Australian Air League reserves the right to cancel without finding itself financially liable or in breach of contract.

13.5 Procedure

- 13.5.1 The following are the procedures that relate to our relationships with sponsors:
 - 13.5.1.1 Any approach to a member of the Australian Air League by an organisation or individual seeking a sponsorship opportunity must be referred to the Chief Commissioner for consideration.
 - 13.5.1.2 The Chief Commissioner may approve sponsorship in accordance with the content of this policy.
 - 13.5.1.3 Once approved the sponsoring organisation or individual may be referred to a senior officer of the Australian Air League who will act as liaison between the league and the sponsor to ensure compliance with any sponsorship agreement.

13.5.1.4 Sponsorship agreements must be based on a written agreement between the sponsor and the Australian Air League. The agreement shall contain at least the following:

- *Description of the Sponsorship:* a comprehensive description of the item, project or event around which the sponsorship is constructed, including a list of obligations for both parties. This includes exactly how the sponsor's name or logo will be used, whether it has naming rights, and which party owns any intellectual property developed as part of the sponsorship. Australian Air League has the right to be consulted before any material is developed and may subsequently withhold its approval of the use of the material. This includes the use of the Australian Air League's name in any promotions.
- *Terms of Agreement:* the dates for commencement and conclusion of sponsorship.
- *Key Personnel:* the names of the individuals from both parties primarily responsible for the sponsorship, and to whom issues regarding the agreement are to be referred.
- *Limitations on the Use of the Australian Air League's Name:* The following clause limits the use of our name by the sponsor in any promotion or advertising: "Neither party, in any situation, whether within or outside the parameters of the sponsorship, shall be deemed to be the spokesperson for, or the representative, of the other party." The use of the Australian Air League's word, mark, logo or crest must be stipulated in all agreements.
- *Financial Terms and Schedule of Payments:* the total value and the payment schedule of the sponsorship agreement between the parties will be clearly identified in the agreement
- *Obligations of the Parties to Each Other:* this specifies the responsibility for any market research or program or evaluation duties, reporting, and approvals along with specific criteria and methodologies for the evaluation of the sponsorship.
- *Breach of Contract:* Prior to initiating formal notification of breach of contract, the parties will undertake all appropriate and reasonable efforts to resolve the matter. Should these efforts not prove successful, either party may notify the other of breach of contract in writing, sent by mail or courier with return receipt requested. Such notification will request a written response by a specific date. Non-compliance will constitute cause for dissolution of the contract.
- *Right to Discontinue the Sponsored Program or Event:* When circumstances beyond the control of Australian Air League force the cancellation or substitution of a sponsored event or project, Australian Air League reserves the right to cancel without finding itself financially liable or in breach of contract.
- *Indemnity of Australian Air League and Members:* The sponsor by entering into a sponsorship agreement with Australian Air League shall not hold the Australian Air League or its members jointly or severally liable for any direct or indirect damages however caused through the sponsorship agreement.

13.5.1.5 Receipt of any money, goods or services offered as sponsorship will be documented and signed by both the sponsoring organisation's representative or individual and the Australian Air League representative accepting the money, goods or services.