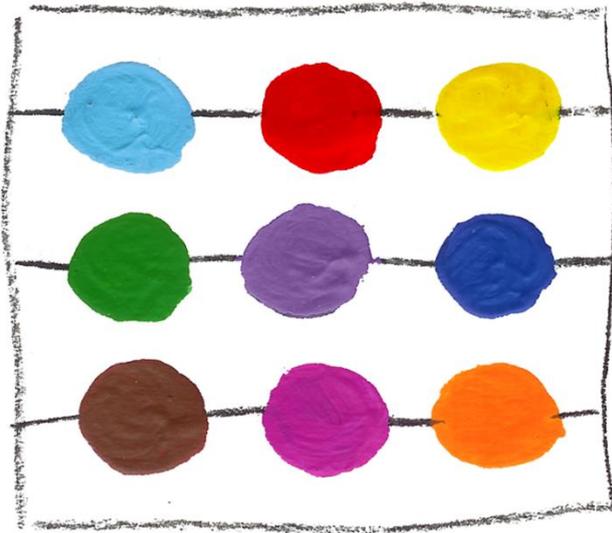


# Corporate Sponsorship Policy



*Carrigaline Educate Together N.S.*

This document is intended to provide details of the main policies of Carrigaline Educate Together National School (CETNS). It is intended to help parents and guardians understand the environment and approach of the school. This document is regularly reviewed. All feedback is encouraged and welcome.

<b>Version</b>	<b>Description</b>	<b>Authors</b>
2010	First version of policy	Board of Management
Oct 2016	Amendments to include new formatting	Board of Management
Oct 2018	Minor amendments to policy	Policy Committee

#### **School Contact Details**

**Principal:** Mel Thornton

**Board of Management Chairperson:** Eric Hurley

**School Phone Number:** 021-4375616 or 087-7453659

**Address:** Carrigaline Educate Together National School  
Kilnagleary, Carrigaline, Co. Cork.

# Corporate Sponsorship Policy

## Introductory Statement

The policy was formulated to facilitate the procurement of corporate sponsorship for the benefit of the pupils in a transparent and robust manner while maintaining transparency and the integrity and ethos of the school. The policy ensures that sponsorship activities reflect all other school policies. It was devised by members of policy committee and proposed to the Board of Management for approval and ratification

## Rationale

The purpose of the policy is to provide procedures for entering into sponsorship arrangements.

## Vision

Staff who work in Carrigaline Educate Together N.S. will be encouraged to reach their full potential mentally, physically, spiritually, emotionally and socially, in an atmosphere and environment

## Relationship to the Characteristic Spirit of the School

The Corporate Sponsorship Policy reflects the overall ethos of the school which states: Carrigaline Educate Together N.S. is one of a number of equality-based schools throughout the country. The representative organisation for these schools is 'Educate Together'.

Educate Together aims to meet a growing need in Irish society for schools that recognise the developing diversity of Irish life and the modern need for democratic management structures. In particular, Educate Together guarantees children and parents of all faiths and none equal respect in the operation and governing of education.

The schools operated by the member associations of Educate Together are fully recognised by the Irish Department of Education and Science and work under the same regulations and funding structures as other national schools. However, they have a distinct ethos or governing spirit. This has been defined in the following terms:

- **Equality-based** i.e. all children having equal rights of access to the school, and children of all social, cultural and religious backgrounds being equally respected
- **Co-educational** and committed to encouraging all children to explore their full range of abilities and opportunities,
- **Child centred** in their approach to education
- **Democratically run** with active participation by parents in the daily life of the school, whilst positively affirming the professional role of the teachers (*Source: Educate Together Charter*)

Whilst the concepts of child-centeredness and co-educationalism are now widely accepted in Irish primary education, what distinguishes the Educate Together schools is their hard work in developing a culturally inclusive and democratic ethos. This has pioneered unique approaches to inclusion of minority opinions and faiths in the Irish context.

The schools have developed education programmes which open the eyes of children to the naturally positive contribution that social, religious and cultural diversity and difference of viewpoint and opinion make to society.

The other characteristic feature of these schools is that they are democratically organised and governed. This maximises the potential for building a genuine partnership between the professional, objective role of the

teacher and the necessarily personal involvement of the parent in contributing to their children's education.

*Information taken from the Educate Together website [www.educatetogether.ie](http://www.educatetogether.ie)*

Carrigaline Educate Together N.S. makes the distinction between denominational education and moral/religious education. The ethical curriculum followed by the school is called the Learn Together Curriculum. It is comprised of four strands: Morality & Spirituality, Equality & Justice, Belief systems, Ethics & the environment.

Denominational instruction is facilitated by the school insofar as groups are permitted to use the school premises. This is organised by parents/guardians outside of school hours.

The Corporate Sponsorship Policy recognises and endeavours to adopt the values that are set out in the ethos of the school for sponsorship activities.

## **Aims**

The Corporate Sponsorship policy aims to:

- To ensure that sponsorships support the educational functions of the school as a whole
- Minimise draw on school resources
- Ensure that sponsors and the nature of such activities are suitable and do not impinge on the integrity, ethics and ethos of the school
- To ensure participation is optional without prejudice to those who do not wish to be involved
- To protect the privacy and rights of the school community
- To provide transparency

## Definitions

Sponsorship is a commercial arrangement based on mutual benefit for the school and sponsor.

Sponsorship:

- May take the form of cash support or provision of material goods, services, knowledge or other resources, in exchange for agreed acknowledgment
- Does not include the selling of advertising space, joint ventures, consultancies, grants or unconditional gifts, donations or endowments
- Is not philanthropic. A sponsor expects to receive a reciprocal benefit beyond a modest acknowledgement

A *Sponsorship Agreement* is a written document outlining the negotiated terms for a sponsorship.

Agreements may be:

- With a business or organization, local or national

Agreements may take the form of:

- An exchange of letters
- The sample sponsorship agreement (appendix 1)
- The sponsorship contract and schedule (appendix 2)

Agreements should clearly outline:

- The extent and nature of the sponsorship
- The roles and obligations of the school and sponsor
- The benefits to all parties
- The duration of the sponsorship and termination conditions

Agreements must be approved by the Board of Management and signed by the Principal and the Chairperson of the Board of Management.

## Policy Statement

The sponsorship activity must be consistent with the values, ethos and goals of CETNS and protect the good name and integrity of the school.

Sponsorship agreements should:

- Recognise parents/guardians as the primary educator
- Be in the best interests of the students and enhance the educational programme of the school
- Consider time and resources allocation for proposed activities
- Direct the benefits of a sponsorship to the school as a whole
- Include provision for those students, families or staff who do not wish to participate

Sponsorship agreements should not:

- Compromise the professional standard and ethics of staff

- Limit or direct academic debate in the classroom or influence the curriculum
- Place undue pressure on children, parents/guardians or staff to purchase particular products or services or to adopt particular beliefs, attitudes or courses of action

When considering an organisation as a potential sponsor, the school should evaluate the appropriateness of:

- The type of products or services the organisation markets
- The marketing methods used
- Its' public image as an employer
- The impact it has on the environment

Where there is doubt as to the suitability of an organisation, the sponsorship negotiations should not proceed.

Access to school community by a sponsor would require prior approval of the Board of Management. It is not an automatic benefit of sponsorship.

### **Monitoring And Reporting Responsibilities**

The Principal is required to:

- Advise the Board of Management of sponsorship proposals, see Appendix 3
- Ensure details of sponsorship income, expenditure and reviews are forwarded to the Board of Management and indicate how each sponsorship benefited students

The Board of Management is required to:

- Include details of all current sponsorship income and expenditure in the school's annual financial report including details of how each sponsorship benefited students
- Maintain and retain accurate copies of all sponsorship agreements for a period of 7 years

The Sponsor is required to:

- Ensure all activity adheres to legal regulations regarding marketing and advertising to children
- Complete sponsorship agreement with CETNS

### **Contracts And Written Agreements**

Each sponsorship agreement shall be made for a specific period and purpose. Sponsorship agreements may be re-negotiated by either party. The agreement should ensure the school would not have any financial liability in the event that a sponsor withdraws.

Every sponsorship agreement shall contain a clause, which allows for the cancellation of an agreement without penalty, where information questioning the appropriateness of an organisation as a sponsor comes to light after the agreement has been signed.

The school should ensure all acknowledgment arrangements are detailed in the agreement to avoid any future dispute.

## **Acknowledgment**

The extent of acknowledgment should reflect the level of sponsorship and should also be in a form consistent with the standards and values of the school. Use of the school's name by a sponsor is not permissible, unless approved by the Board of Management. It is reasonable to allow a sponsor to display a letter or certificate from the school recognizing their sponsorship.

While forms of acknowledgment may vary the following methods are suggested:

- Placement of a sign or notice in school acknowledging the support of a company that provided the resource
- Attendance by the sponsor at school functions such as concerts, dinners or presentation nights and an opportunity for the sponsor to make an address or present awards at such functions
- Acknowledgment of the sponsorship in one or more of the school's booklets or newsletters

The school's logo, must be prominently displayed in conjunction with any sponsor's name, logo, trademark or symbol used at an activity, on any printed matter or on clothing. The school's logo shall be at least the same size as the sponsor's logo.

## **Success Criteria**

- All sponsorship activity between the school and outside organisations is consistent with the values, ethos and goals of CETNS and protects the good name and integrity of the school
- Sponsorship agreements are consistently used in relation to corporate sponsorship
- Sponsorship records are transparent and are maintained in keeping with the guidelines of this document
- All money received is used solely for the benefit of the school and this is checked and verified by an external accountant

## **Roles and Responsibility**

All staff of the school under the positive and supportive leadership of the Board of Management and Principal have both a role and a responsibility in successfully implementing this policy.

The policy will be monitored and evaluated on an ongoing basis by the policy committee through feedback from members of the school community.

## **Implementation Date**

This policy was implemented during the 2010 school year. Amendments will be implemented immediately.

## **Timetable for Review**

This policy is to be reviewed during the school year 2020/2021.

## **Ratification and Communication**

The amended policy will be communicated to members of the Board of Management prior to the meeting of the BOM on November 27<sup>th</sup> 2018. Parents will be made aware in the next school communication that the policy is available for viewing by appointment in the school.

*Date of ratification: 27/11/2018*

*Signed:* \_\_\_\_\_  
CHAIRPERSON OF BOM

*Date:* \_\_\_\_\_

**Appendix 1 (Sample agreement for sponsorships)**

**SPONSORSHIP AGREEMENT**

**Name of School** .....

**Name and Address of Sponsor:** *(If a corporate sponsor, include Registration number and address of its registered office)*  
.....

**Details of Sponsorship:** *(Insert details of goods/services/money provided by sponsor together with educational rationale)*  
.....  
.....

**Period of Sponsorship:** From ..... to .....

**School Obligations:** *(Insert details of any obligations, acknowledgments, undertakings and activities which the school must provide for sponsor)*  
.....  
.....

**CONDITIONS OF SPONSORSHIP:**

1. The School may at any time cancel this sponsorship agreement with immediate effect:
  - (a) should it decide that the Sponsor is not an appropriate Sponsor of an Educate Together school,
  - (b) if the School is otherwise unable to continue with this sponsorship agreement, or
  - (c) if the Sponsor becomes insolvent or if a receiver, manager or liquidator is appointed in respect of the Sponsor.
2. The Sponsor shall not hold itself out to the public as having authority to act on behalf of Educate Together by virtue of this Sponsorship Agreement.
3. The Sponsor acknowledges that by accepting this sponsorship the School is not endorsing the Sponsor's products, services or business activities.

**SPECIAL CONDITIONS:** *(Insert details of special conditions if any)*  
.....

**DECLARATION:**

On behalf of the above named Sponsor I agree to provide the Sponsorship described above and agree to comply with the Conditions of Sponsorship and Special Conditions listed above.

**Signature:** .....

**Date:** .....

**Name:** (please print) .....

**Position in Sponsor's Organisation:** .....

**Appendix 2**

(Sample contract for sponsorships above €10,000 and up to and including €50,000)

Dated: \_\_\_\_\_ 2010

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**SPONSORSHIP CONTRACT**

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Between

**Carrigaline Educate Together National School**

("the School")

And

**The person referred to in Item One of the Schedule attached**

("the Sponsor")

**THIS AGREEMENT** is made on the ..... day of ..... 2010

between: Carrigaline Educate Together National School  
("the School")

and: THE PERSON referred to in Item 1 of the Schedule to this Agreement ('the Schedule')  
('the Sponsor')

The Sponsor undertakes the business referred to in Item 3 of the Schedule and at the request of the School, has agreed to provide the sponsorship set out in Item 4 of the Schedule ('the Sponsorship') subject to the terms and conditions of this Agreement.

**IT IS AGREED** as follows:

**1. TERM**

1.1 The term of the Sponsorship shall be for the period set out in Item 4(c) of the Schedule unless otherwise extended or terminated in accordance with this Agreement.

**2. SPONSORSHIP FEE**

- 2.1 In consideration of the grant of the sponsorship rights under this Agreement, the Sponsor shall pay and/or provide to the School for the term of this Agreement the Sponsorship Fee and/or products referred to in Item 4(b) of the Schedule.
- 2.2 The School shall only use the Sponsorship Fee or Product for the sponsored activity referred to in Item 4(a) of the Schedule in a manner consistent with the educational reasons referred to in Item 4(a) of the Schedule.
- 2.3 Should the Sponsorship Fee or Product not be fully used upon the Sponsored Activity, the School shall immediately notify the Sponsor of the balance of the unused Sponsorship Fee or Product and shall comply with the Sponsor's directions concerning the use or return of the unused Sponsorship Fee or Product.

**3. SPONSORSHIP RIGHTS**

- 3.1 The School grants to the Sponsor the sponsorship rights set out in Item 5 of the Schedule for the term of this Agreement.
- 3.2 In the event that the sponsorship rights in Item 5 of the Schedule are described as exclusive, the School shall not grant any other sponsorship rights relating to the Sponsored Activity without first consulting the Sponsor.
- 3.3 All advertising and promotional material produced, published, broadcast, displayed or exhibited by the Sponsor under the sponsorship rights shall first be approved by the School in accordance with corporate sponsorship policy and guidelines of the School and such approval shall not be unreasonably withheld.
- 3.4 The School shall whenever the Sponsored Activity is publicised acknowledge the sponsorship in a format agreed to by both parties.

#### **4. USE OF NAME AND/OR LOGO**

- 4.1 Should any student object to the use of the Sponsor's name and/or logo on any part of that student's material or uniform the Sponsor agrees that that student may be exempted from using the logo.
- 4.2 The School shall immediately on the termination or expiration of this Agreement cease to use or otherwise refer to the Sponsor's name and/or logo.
- 4.3 The Sponsor shall not use the School's logo beyond the terms of the agreement.

#### **5. BREACH AND TERMINATION**

- 5.1 If either party breaches any of the terms and conditions of this Agreement and fails to rectify such default in accordance with a written notice by the non-defaulting party within 14 days after the date of such notice, the non-defaulting party may terminate the Agreement at any time thereafter.
- 5.2 The School may terminate the Agreement immediately if any of the following events occur:
  - (a) if the Sponsor is wound up, becomes insolvent or enters into an agreement with its creditors, or if a receiver, manager or liquidator is appointed in respect of the Sponsor
  - (b) if the Sponsor's business operations or the business or activities of any associated company are contrary to any policy of the School
  - (c) if the Patron of the School determines that for whatever reason it should no longer use the Product or be associated with the Sponsor.
- 5.3 If this Agreement is terminated the Sponsor shall not be required to pay any unpaid installments of the Sponsorship Fee or Product from the date of termination.
- 5.4 The expiration or termination of this Agreement shall not prevent either party from taking action to enforce a term or condition of this Agreement in respect of any breach occurring prior to such expiration or termination.

#### **6. CONFIDENTIALITY**

- 6.1 The Sponsor hereby acknowledges and agrees to keep confidential and not to disclose, duplicate, use or permit the use of any confidential or commercially sensitive information relating to the School of which the Sponsor may become aware.
- 6.2 The Sponsor hereby indemnifies the School from any costs, losses or expenses arising from any wrongful use, duplication or disclosure of any information relating to the School obtained pursuant to this Agreement.
- 6.3 The obligations set out in this clause 6 shall apply at all times during and after the termination or conclusion of the term of this Agreement.

#### **7. NOTICES**

- 7.1 Notices may be served on either party by delivering them by hand or by prepaid registered post to the other party at the address specified below or such alternative address notified in writing by that party to the other party from time to time:

**The School** - The address referred to in Item 6 of the Schedule

**The Sponsor** - The address referred to in Item 2 of the Schedule.

**8. VARIATION**

- 8.1 Any variation to this Agreement shall only be valid if the variation is in writing and signed by both parties.
- 8.2 Neither party shall change this Agreement or any of its rights or obligations without the prior written consent of the other party, which shall not be unreasonably withheld.

**9. GENERAL**

- 9.1 Words importing the singular include the plural and vice versa; words importing a gender shall include each other gender.
- 9.2 This Agreement shall be construed and interpreted according to the laws of the Irish Government and the parties agree to submit to the jurisdiction of the courts of the State.
- 9.3 Any provision of this Agreement, which is prohibited or unenforceable, will be ineffective to the extent of the prohibition or unenforceability and will not invalidate the remaining provisions of this Agreement.
- 9.4 It is understood and agreed that the only relationship between the parties shall be that of independent contractors and that no agency, employment, joint venture or partnership is created by the parties under this Agreement nor that the parties endorse the products or services of the other.
- 9.5 No failure to exercise and no delay in exercising any right, power or remedy under this Agreement will operate as a waiver. Any waiver to be effective must be in writing and under seal.

EXECUTED by the parties on the date first written above this Agreement.

Signed by

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for and on behalf of the  
Carrigaline Educate Together National School

in the presence of:

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Witness

**FOR CORPORATE SPONSOR**

The Common Seal of

---

was hereby affixed in accordance with its Articles of Association in the presence of:

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Secretary/Director

**FOR INDIVIDUAL SPONSOR**

Signed by

---

in the presence of:

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Witness

## SCHEDULE

**1. Name of Sponsor:** (insert name of company and Registration number or name of individual)

**2. Address of Sponsor:** (If a corporate sponsor insert address of its' registered office)

**3. Description of Sponsor's Business Activities:**

**4. Details of Sponsorship:**

**(a) Sponsored activity**  
(brief description of sponsored activity)

**Educational Rationale**  
(brief description of the educational rationale for the sponsored activity)

**(b) Sponsorship fee**  
(if money is payable insert details of amount and installments, if any)

**Sponsorship Product or Service**  
(if goods or services are being supplied insert description)

**(c) Term of Sponsorship**  
(date) to (date)

**5. Outline of Sponsorship Rights**  
(for example, use of School's name or logo by Sponsor, display or use of Sponsor's product or promotional material and whether or not the sponsorship rights are exclusive)

**6. Address of School**

### Appendix 3

#### Sponsorship, negotiation, Approval and Agreements

<b>Amount</b>	<b>Negotiation</b>	<b>Approval</b>	<b>Agreement</b>
€0 - €1,000	Teacher/Principal	Principal	Exchange of letters
€1,000 - €5,000	Principal	Board of Management	Exchange of letters Sponsorship agreement (Attachment B)
€5,000 - €10,000	Principal	Board of Management	Sponsorship agreement (Attachment B) Advice from Educate Together
€10,000 - €50,000	Principal	Board of Management	Sponsorship Contract and Schedule (Attachment C) Advice from Educate Together

## References

### DES Circulars

- Circular 23/84

[www.into.ie/ROI/InfoforTeachers/Circulars/CircularsPre1996/cl023\\_1984.pdf](http://www.into.ie/ROI/InfoforTeachers/Circulars/CircularsPre1996/cl023_1984.pdf)

- Circular 007/1987

[www.into.ie/ROI/InfoforTeachers/Circulars/CircularsPre1996/cl007\\_1987.pdf](http://www.into.ie/ROI/InfoforTeachers/Circulars/CircularsPre1996/cl007_1987.pdf)

- Circular 38/91 [www.into.ie/ROI/InfoforTeachers/Circulars/CircularsPre1996/cl038\\_1991.pdf](http://www.into.ie/ROI/InfoforTeachers/Circulars/CircularsPre1996/cl038_1991.pdf)

### International Chamber of Commerce:

- ICC International Code of Advertising Practice (1997 Edition), specifically Article 14 “Children and young people” [www.iccwbo.org/id905/index.html](http://www.iccwbo.org/id905/index.html)
- ICC Code on Sponsorship, Commission on Marketing, Advertising and Distribution, 1992 [www.iccwbo.org/id899/index.html](http://www.iccwbo.org/id899/index.html)

### Advertising Standards Authority for Ireland (ASAI):

- Code of Standards for Advertising, Promotional and Direct Marketing in Ireland (6th Edition) January 2007

[www.asai.ie/code.asp](http://www.asai.ie/code.asp)

### EACA European Association of Communications Agencies: Ethical Guidelines for Advertising and Children

[www.eaca.be/documentation/results.asp?type=1&open=4&#4](http://www.eaca.be/documentation/results.asp?type=1&open=4&#4)

### Educate Together:

Public Relations and Fund-raising Pack

[http://web.archive.org/web/20071216071019/www.educatetogether.ie/5\\_schools/fundraising.html](http://web.archive.org/web/20071216071019/www.educatetogether.ie/5_schools/fundraising.html)