**Imperial College Union
Finance & Risk Subcommittee**

CSP Sponsorship Policy

Author(s):   Sam Lee (Deputy President Finance & Services)

Purpose: To outline an approval process for CSP sponsorships to ensure proper oversight and management.

Decision: To approve

1. Context

Income generated from sponsorship for Clubs, Societies & Projects equates to c£300k each academic year. This is a very large proportion of CSP annual turnover, and the following policy details an improved process to ensure we can build on this already very good foundation.

This policy works alongside the recent changes to the processing of sponsorship funds introduced by the Finance Team, namely that sponsorship funds shall only be cleared to CSP accounts on receipt of payment rather than on receipt of invoice. It is worth noting that there currently exists no sponsorship policy and there is no Finance & Risk oversight of sponsorships.

Audience: All staff and CSP leaders

Owner(s):   Finance and Risk

Consultation: Services and Sustainability Board; Clubs, Societies & Projects Board

Created Date: January 2021

Review Date: June 2021

1. Introduction

For our Clubs, Societies & Projects (CSPs), the process of sourcing sponsorships from external companies is a key part of their success as a CSP due to the relationships they form with those companies; the financial benefit (or other material benefit) they receive; and the personal skills developed from the process of seeking and securing a sponsorship contract.

Imperial College Union fully supports CSPs wishing to obtain sponsorship and will assist in any way possible. To best support these CSPs we need a managed policy and process so we can increase the efficiency and response times for all sponsorship queries. Previously, this process has been completed solely by the Deputy President (Finance & Services) (DPFS), which is a single point of failure for sponsorships and this has led to the loss of multiple contracts each year. It is important the Union does not inhibit CSPs to achieve sponsorships this way, so this policy details what is required of a sponsorship contract and the process the Union should undergo to ensure a minimal response time.

2. Sponsorship Definition

A "sponsorship" is defined as an agreement between a CSP and a sponsor where the CSP receives either a monetary, or other material benefit, in turn the CSP will provide a publicity opportunity or other benefit to the sponsor. The Union acts as the beneficiary and the guarantor of the CSP.

Typical benefits include:

- Social media posts advertising the sponsor
- Regular posts to the CSP mailing list detailing job opportunities on behalf of the sponsor
- Advertising space at either an individual or series of events run by the CSP

A sponsorship contract between a CSP and a sponsor is only valid if it is signed by the following parties:

- An authorised representative of the sponsor
- The President or Treasurer of the CSP
- An authorised member of Union staff.

All sponsorship contracts must use the template provided by the Union unless permission is granted by the DPFS to use a different template. If a different template is used, then it is the responsibility of the CSP to ensure the information contained is substantially similar to the

template and there is space for a Union staff member to sign. The current sponsorship template can be found in Appendix One.

3. Limitations

Currently, there is no specific restriction imposed on CSPs for who they are allowed to secure sponsorships from, although the Union reserves the right (under charity law) to refuse authorisation of the sponsorship if it is believed that it would bring the Union or CSP into disrepute, significantly harm the values of the organisation or, be an unacceptable financial risk to either the Union or the CSP. The process for this refusal is detailed in section 4.

4. Procedures

An overview of the following process is graphically shown in Appendix Two.

All sponsorship contracts should be directed to the activities@imperial.ac.uk inbox where they can be sorted by the Student Opportunities & Development team. When a sponsorship contract is reviewed by a member of staff, it is sorted into being either a tier 1 or tier 2 contract.

A tier 2 contract is a contract that is either a non-standard contract (i.e., does not use the Union template) or has a material value of greater than or equal to £2000. Tier 2 contracts can only be signed by a Level 2 authoriser.

A tier 1 contract is a contract that is based on the standard Union template (Appendix One) and has a material cost of less than £2000. Tier 1 contracts can be signed by either a Level 1 or Level 2 authoriser.

A contract can only be rejected if it is against the limitations stated in section 3. In the event it is, the member of staff reviewing the contract would need to send a written email to the CSP (copying in the DPFS) stating why the contract has been rejected. If the CSP would either like more information or is unsure why it has been rejected, then they should contact the DPFS for more information. If a member of staff is unsure as to whether they should approve or reject the contract, then they should contact the DPFS who shall make a decision.

If a CSP feels that the procedure has not been followed properly, or it has been rejected for incorrect reasons, then they should raise the issue through the Union's complaints procedure.

5. Authorised Union Staff Members

The following list details the roles that are authorised to sign a CSP's sponsorship contract on behalf of the Union:

Level 2:
- Deputy President (Finance & Services)
- Deputy President (Clubs & Societies)
- Union President
- Managing Director
- Director of Finance & Resources
- Director of Membership Services

Level 1:
- Student Opportunities & Development Manager
- Student Opportunities & Development Co-ordinators

Appendix One: Standard CSP Sponsorship Agreement

[Event Name] is to be held on [Date], at [Venue] (Delete if not appropriate)

[SPONSOR NAME] & IMPERIAL COLLEGE UNION [CLUB NAME] SPONSORSHIP AGREEMENT

The Agreement is made on [Day] / [Month] / [Year] between
1. **Imperial College [Club Name]** of Imperial College Union, Beit Quad, Prince Consort Road, London, SW7 2BB.

and
2. **[SPONSOR NAME]** of [Address, Postcode]**.**

Background
a) The Imperial College [CLUB NAME] is the recipient of the sponsorship [FOR EVENT (if required), with Imperial College Union as its guarantors, and beneficiary of the sponsorship subject to the terms and conditions set out in this Agreement.

1. **Definitions and Interpretations**

In this Agreement the following words and phrases shall have the following meanings, unless the context otherwise requires:

"ICU"	Imperial College Union.
"Organiser"	Imperial College [Club Name].
"Sponsor"	[Sponsor name].
"Sponsorship"	Sponsorship Fee as outlined in Clause 2.
"Product"	Services offered by [Sponsor name].
"Event"	[Event name], [Date, Time], at [Venue], [Venue Address].
"Term"	The Sponsorship period.

2. **Purpose of the Agreement**
   2.1. The purpose of the Agreement is for the Sponsor to provide financial support to Imperial College [CLUB NAME] by way of sponsorship subject to the terms and conditions set out in this Agreement for the academic year of [YEAR]/[YEAR].
   2.2. This sponsorship agreement will be begin on [Day] / [Month] / [Year] and run until [Day] / [Month] / [Year], unless there is a termination of the agreement outlined in Clauses 6 and 7. (Please note contracts can be no longer than one academic year e.g. July 2012 to July 2013)

3. **Sponsorship Fee**
   3.1. Subject to the provisions of this Agreement and to the [CLUB NAME] performing its obligations hereunder and in consideration of the rights granted by the [CLUB NAME] to [SPONSOR NAME] agrees to pay [CLUB NAME] the Sponsorship Fee of £[FEE] (plus VAT @ 20% of £[VAT Amount]) in accordance with the terms of payment. The invoice amount will be for £[FEE + VAT].

4. **Organiser's Obligations**
   4.1. Subject to the provision of this Clause 3, the [CLUB NAME] agrees and grants rights and licences to [SPONSOR NA,E] for the promotion of [SPONSOR NAME] in association with the [CLUB NAME] as follows:
     4.1.1. The [CLUB NAME] will [OBLIGATION] for [SPONSOR NAME].
     4.1.2. The [CLUB NAME] will [OBLIGATION] for [SPONSOR NAME].

5. **Sponsor's Obligations**
   5.1. In exercising the said rights and licenses, [SPONSOR NAME] shall, subject to receiving a written request from the [CLUB NAME], pay to the [CLUB NAME] the Sponsorship Fee via the accounts of its parent organisation, the Imperial College Union, to whom all monies are to be made payable.
   5.2. Ensure that the Sponsorship Fee shall reach the ICU accounts in such time as to not impede organisation and running of the event.

5.3. Not charge the [CLUB NAME] or ICU any further costs that are not agreed or stated in this contract.

5.4. Advise the relevant contact within the [CLUB NAME] if there are problems that prevent the Sponsor from fulfilling any obligations under the purview of this contract.

6. **Organiser's Rights**

6.1. The Organiser holds the right to amend or terminate the Agreement with the Sponsor if the Sponsor does anything which, in the reasonable opinion of the organiser or to Imperial College Union, brings or is reasonably likely to bring the name, logo or reputation of the Organiser and Imperial College Union into disrepute.

6.2. If the Organiser terminates this Agreement, the Sponsor will no longer be authorised to use the event for the advertisement and distribution of its product bearing its name and/or logo and promotion of its companies and products sold in public.

7. **Sponsor's Rights**

7.1. The Sponsor holds the right to amend or terminate the Agreement with the organisers if the [CLUB NAME] shall not use any of the rights granted herein and will seek to ensure that no member of the [CLUB NAME] shall make any public statement in a manner which, in the reasonable opinion of the Sponsor, is or might be prejudicial or defamatory to the image or reputation of the Sponsor.

8. **Indemnity**

8.1. Either party agrees to indemnify the other party in respect of any costs, claims, lose or liability whatsoever suffered by the other party (including reasonable legal costs and disbursements) as a result of any breach, by the party, of any of the terms of this Agreement.

9. **Marks and Consultation**

9.1. No Party shall use the logos of any other Party or refer to any other Party in any announcement, statement or publicly available medium without first consulting that other Party and obtaining its prior approval in writing as to its content, timing and distribution, which shall not be unreasonably withheld or delayed. Each Party requiring such consent must give the other Party five (5) working days for approval, unless agreed otherwise.

9.2. The Organiser agrees to abide by the guidelines for the use of the Sponsor's logo in all printed and electronic matter. The guidelines shall be provided to the Organiser by the Sponsor in advance of this agreement.

10. **Confidentiality**

10.1. The Organiser agrees with the Sponsor and the Sponsor with the Organiser, to treat as secret and confidential and not to at any time, for any reason, disclose or permit to be disclosed to any person or persons, or otherwise make use of or permit to be made use of, any information relating to the sponsor's or the Organiser's business affairs or finances (as the case may be) where knowledge or details of the information were received during the period of this Agreement.

10.2. The obligations of confidence referred to in this clause shall not apply to any confidential information which:

10.2.1. Is in the possession of and is at the free disposal of the Organiser or Sponsor, or is published or is otherwise in the public domain prior to the receipt of such information by the Organiser or the Sponsor.

10.2.2. Is or becomes publicly available on a non-confidential basis through no fault of the Organiser or Sponsor.

10.2.3. Is received in good faith by the Organiser or Sponsor from a third party who, on reasonable enquiry by the Organiser or Sponsor, claims to have no obligations of confidence to either party in respect of it and imposes no obligations of confidence upon either party.

11. **Force Majeure**

11.1. If through cancellation or curtailment of [EVENT/AGREEMENT] through no fault of [CLUB NAME], e.g. national mourning day, war or terrorist attack, [SPONSOR NAME] will have no claim for the allocated sponsorship.

12. **Entire Agreement**

12.1. This Agreement represents the entire Agreement between the parties in relation to the subject matter of this Agreement and supersedes any previous agreement, whether written or oral, between the parties in relation to that subject matter.

12.2. This Agreement is personal between the parties involved and valid only for the period of the event as previously outlined.

12.3. No amendment or addition to this Agreement shall be made unless made in writing and executed by the parties.

12.4. The parties are neither partners nor joint venturers.

12.5. This Agreement shall be governed by the laws of England and Wales.

12.6. Neither party shall be liable for any breach of any term of this Agreement that is the result of any clause beyond the reasonable control of the party in breach.

12.7. Any notice to be served on any of the parties shall be sent by pre-paid recorded delivery or registered post or by telex or facsimile transmission to the address above (or such other address as may be advised from time to time) and shall be deemed to have been received within 72 hours of posting or 24 hours if sent by telex or facsimile transmission to the correct number of the addressee.

As witness to the Agreement the parties have shown their acceptance of the terms and conditions of this Agreement by signing where indicated below:

Authorised signatory for and on behalf of [SPONSOR]:
Signature:

Name:

Position:

Date:

Authorised signatory for and on behalf of [CLUB NAME]:
Signature:

Name:

Position:

Date:

Authorised signatory for and on behalf of Imperial College Union:
Signature:

Name:

Position:

Date:

Imperial College Union authorisation stamp:
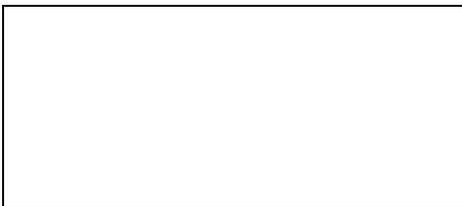
Appendix Two: Diagrammatical Approval Process