

SPONSORSHIP GUIDANCE FOR SERVICES

1 Overview

- 1.1 By definition, sponsorship involves a *quid pro quo* and so proposals should be treated with caution. Sponsorship is not prohibited but should be well thought out, clearly documented and justifiable.
- 1.2 This guidance should be applied to all sponsorship proposals, in a way that is proportionate to the scale and significance of the proposal.
- 1.3 The guidance is intended to:-
 - ensure the council acts in good faith, lawfully, and honestly
 - avoid conflicts of interest or impropriety
 - avoid the perception of improper behaviour by the council or its officers
 - enable the council to justify and account for sponsorship arrangements
- 1.4 These guidelines were approved at Corporate Management Team on 21 December 2016. They took effect immediately.
- 1.5 They should be used as a checklist for any sponsorship arrangements under consideration. The resulting arrangements should be robust, well-documented and recorded and capable of justification if challenged. The extent of the surrounding governance arrangements should be proportionate. They should reflect the scale and significance of the sponsorship.
- 1.6 There is no requirement for Heads of Service to take decisions personally. It is for them to decide at what level within their service decisions are taken. For some of the relevant factors, consultation with other services will be required.
- 1.7 A formal register of sponsorship arrangements is not required. However, adequate records must be maintained and retained so that arrangements can be justified where challenged and information provided where requested.

2 What it is and when the guidance applies

- 2.1 Sponsorship is where a third party pays some or all of the cost of delivering something as part of a council service in return for advertising or some other form of personal or commercial benefit, gain or advancement.
- 2.2 It applies to:-
 - sponsorship of the council
 - sponsorship of a council service or part of it
 - sponsorship of council employees in relation to their employment
- 2.3 Sponsorship includes things like:-

- staging an event
- participating at an event
- producing promotional material
- making premises available
- providing goods for distribution to service users

2.4 The guidance should also be applied to what may appear to be genuine gifts or donations where there may be a tacit benefit involved.

2.5 It does not apply to:-

- things delivered as part of a commercial contract
- things delivered under another type of contract (for example, a lease)
- partnership working in accordance with a formal partnership agreement or council partnership working guidance
- something done as a condition of a grant or other form of council support
- gifts or hospitality to council officers covered by the Employee Code of Conduct
- advertising in council premises or publications through a contractual arrangement
- payment to an employee for an activity like a sponsored walk

3 Relevant factors

3.3 Internal controls and decisions:-

- Identifying appropriate officers to develop the arrangement, to sign off on the arrangement and to decide if a referral to committee is required
- The conditions to be attached (for example, to the publicity, advertising or use of the council's name or logo)
- The activities involved by the council and by the sponsor
- Interests of a council officer that may require declaration and recording under the Employee [Code of Conduct](#)
- A written agreement to control the arrangement
- Assessing risks and mitigation actions
- Record keeping and retention
- Assessing and reporting on effectiveness

3.1 The subject of the sponsorship:-

- Ensuring it is genuinely related to service delivery and is serving a council purpose
- Avoiding a simple publicity or promotional exercise by the sponsor with no real relevance or benefit to the service

3.2 The benefits given and gained:-

- Clarity on the benefit the sponsor is seeking
- Clarity on the benefit to the council in terms of council priorities, service delivery and outcomes
- Assessment as to whether the benefits to each side proportionate and appropriate
- Consideration of other/better ways to produce the same results

3.4 Political aspects:-

- Political sensitivity about the sponsor (for example, in relation to payment of UK taxes, involvement in back-listing union activists)
- Political sensitivity about the sponsor's type of business (for example, pay-day loan companies, prominent political party supporters)
- Rules and guidance about council publicity
- Referral to committee for decision

3.5 Consultations:-

- Consultation with other services (for example, Corporate Communications, or Corporate Procurement Unit)
- Consider the need for legal advice
- Informing senior officers, and which ones
- Elected member(s)
- Application of the Member/Officer Protocol

3.6 Contracts and procurement:-

- Any existing contract with the sponsor for provision of goods, works or services, and how much longer does it run
- A pending or planned procurement exercise relevant to the sponsor. The actual or potential involvement of the sponsor in a procurement exercise should mean the proposal is not progressed

- Actual impact on the contract, or the procurement exercise. The closer a contract is to its renewal or termination the less likely is the arrangement to be acceptable.
- The perceived impact on contracts and procurement
- The risk of an offence being committed under the [Bribery Act 2010](#).
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3.7 Regulatory business:-

- A pending or anticipated application to the council in relation to a regulatory matter by or related to the sponsor where the council is the decision-maker (for example, a planning application, or a public entertainment licence)
- An appeal against or a review of a decision by the council or another regulator involving the council and the sponsor
- An application where the council may have an interest as an objector or given another statutory role (for example, licence applications for large windfarms)

JDM

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