



AUSTRALIAN DENTAL ASSOCIATION VICTORIAN BRANCH INC.

BRANCH POLICY STATEMENT 2.04

SPONSORSHIP AND PARTNERSHIPS

1. INTRODUCTION

The ADAVB actively seeks and promotes sponsorship and partnerships that reflect the strategic objectives of the Branch, and which significantly enhance member services. ADAVB is committed to ensuring that its sponsorship agreements and partnerships are carried out in an ethical manner.

2. PURPOSE

This policy guides the development of productive sponsorship and partnership arrangements with other parties such as corporations, foundations, individuals, and other non-government organisations. It also outlines limitations for the receipt of grants and donations.

3. DEFINITIONS

Sponsorship is a commercial arrangement in which a sponsor provides a contribution in money or in kind to support an activity in return for certain specified benefits. These benefits may include (but are not limited to):

- a) Exhibiting at an event
- b) Advertising
- c) Speaking opportunities
- d) Lectures/seminars
- e) Continuing Professional Development (CPD) and training events

Partnership is a relationship between ADAVB and another party with whom we have a type of formal or informal agreement, as listed in 1. and 2. of [Appendix B](#) to this policy.

Donation is a cash or other gift, given by an individual or an organisation without condition.

Grant is a sum of money given to a recipient by an organisation for specified purposes. Grants are usually conditional upon certain qualifications as to the use and maintenance of specified standards.

4. SPONSORSHIP AND PARTNERSHIPS CRITERIA

Sponsorship and partnership proposals will be assessed against the criteria at [Appendix A](#) prior to approval by Council or Executive Committee (as delegated).

5. GRANTS AND DONATIONS – LIMITATIONS

Grant funding and donations may not be sought or accepted from organisations or persons whose interests are in conflict with those of the Branch e.g., tobacco or sugary drink companies.

6. PROCESS

1. New products, services, and initiatives, including extensions to existing products, services, and initiatives, must:
 - a) Address operational need, or where member value can most appropriately be demonstrated.
 - b) Reflect the Branch's commitment to ethical behaviour.
 - c) Align with the Branch's commitment to promoting the health and welfare of members, their staff, the public and the Branch's commitment to environmental sustainability
 - d) Be subject to a risk assessment, including due diligence on the parties offering goods and services to members
 - e) Be subject to a periodic review
2. In entering into a partnership, ADAVB must ensure that the following is agreed:
 - a) Responsibilities of both parties
 - b) Timeframe of the agreement
 - c) Outcomes and evaluation method
3. All sponsorship and partnerships will be embodied in a written agreement between ADAVB and partner/ the sponsor. The type of written agreement that is necessary (contract, Memorandum of Understanding, letter or informal written agreement) can be determined by using the ADAVB industry partnership and sponsorship hierarchy descriptions in [Appendix B](#).
4. New contracts should be developed by an appropriately qualified lawyer or be based on a template provided by an appropriately qualified lawyer, and regularly reviewed.
5. All agreements should fully protect the interests of ADAVB and include, where appropriate:
 - a) Minimum annual advertising and sponsorship commitment
 - b) A minimum fixed income, plus commission components
 - c) Provider to indemnify ADAVB (where possible)
 - d) A requirement for each party to comply with all relevant legislation, regulations and standards within relevant industry, and proof of this must be provided upon request
 - e) Commercially based termination clauses – including triggers related to activities by the partner/sponsor that are considered to be in conflict with the ADAVB's aims or values.

7. EXCLUSIVITY

1. The ADAVB is committed to mutually beneficial relationships with key partners.
2. As a general rule, a partnership with ADAVB is exclusive, however sponsorship arrangements do not restrict ADAVB's ability to secure other sponsorships and joint collaborations with other organisations in the interest of supporting ADAVB members.
3. In valuing key partners, ADAVB will endeavour to ensure that those with similar business profiles/models will not be invited to participate in the same event/CPD activity where possible.

8. LIMITATIONS

1. The Branch will not provide membership data to a third party as part of a sponsorship or partnership arrangement, except where it is necessary to do so for

member services to be provided in accordance with Branch Policy Statement 3.08 Use of Member Contact Details. Where this is the case, the agreement will specify that the list may not be used for other purposes.

2. Sponsorship and partnerships must not be financed through debt or loans unless this has been specifically approved by Council, and all other funding options have been exhausted.

9. RESPONSIBILITY

1. Branch committee members may not seek direct contact with potential sponsors and should refer all such contact to the Branch office, initially via the CPD and Training Manager, who is responsible for managing industry partnerships.
2. All sponsorship and partnership proposals of greater than \$10,000 in value must be reviewed by the Finance, Risk and Audit Committee, and be approved by Council or Executive Committee (as delegated).

Branch Policy Statement Number	2.04
Adopted by Council	6 December 2010
Amended by Council	1 May 2017 24 February 2020
Reviewed by the Constitution and Policy Committee	14 March 2023
Relevant Rules	
Relevant By-Laws	By Law 2
See also	Appendix A, and Appendix B to this Policy 1.02 BPS Privacy 1.03 BPS Conflict of Interest 2.01 BPS Finance 3.05 BPS Environmental sustainability 3.08 BPS Use of Member contact details

1. Common aims

The purpose and aims of the sponsorship or partnership body must not be in conflict with the ADAVB's aims or values.

2. Acceptable commercial practices

The known commercial practices of the body (in Australia and elsewhere) must be consistent with good practice within the industry and applicable regulations and standards.

3. Common purpose

The purpose of the sponsorship/partnership must be consistent with and in support of the objectives of both parties. If, after a partnership/sponsorship contract has commenced, it becomes apparent that the partner/sponsor is involved in activities within this arrangement, or elsewhere, that are considered to be in conflict with ADAVB's aims and values, ADAVB will consider terminating that contract using the termination clauses.

4. Sponsorship/Partnership is not an endorsement

ADAVB does not explicitly endorse the company or any of its products. The relationship is limited to the terms and purposes of the partnered/sponsored activity. Limited exceptions may apply, which would be specifically defined in the sponsorship or partnership agreement. An example of one exception is the agreement with Guild Insurance Limited, where ADAVB explicitly endorses the ADAVB Professional Indemnity Insurance Policy, which is underwritten by Guild Insurance Ltd.

5. No product names

The name of a company, but not a specific product, will be associated with a sponsorship/partnership arrangement. Limited exceptions may apply to this policy, which must be explicitly defined within the sponsorship or partnership agreement. An example of one exception is the agreement with Guild Insurance Limited, where the ADAVB Professional Indemnity Insurance Policy, which is underwritten by Guild Insurance Ltd, is associated with the agreement.

6. Terms of sponsorship/partnership

The agreed terms of the sponsorship/partnership will be recorded in a formal agreement/partnership document held within the relevant ADAVB business unit, and on the central Contracts and Agreements Register.

7. Use of ADAVB logo and name

ADAVB will not relinquish control of its name and logo to a third party. Sponsorship and partnership agreements may specify appropriate arrangements for use of the names and logos of the parties for the associated activities.

8. Sponsorship funds

Funds will be banked into an ADAVB account immediately on receipt. Sponsorship funds will not be handed directly from a sponsor to a recipient, unless this is specifically directed in the sponsorship/partnership agreement.

9. Tiered agreement system for sponsorships, partnerships and referral arrangements

There is a four-tier system for the classification of sponsorships and partnerships, and the level or type of written agreement, approval, monitoring and review processes for this are defined in Appendix B.

	Classification	Description	Examples
PARTNERS	1. Corporate Authorised Representative Agreements	Close relationship, with formal recommendation to members. Legally constituted relationships – with relevant authorities and staff training as required Tight protocols and performance standards Tender processes from time to time and regular actuarial/legal reviews	<ul style="list-style-type: none"> • Guild Insurance Limited • Professionals Australia
	2. Agreements	Formal agreements – sometimes subject to legal review, usually of at least two years' duration. May be subject to tender, but in some cases enduring due to special circumstances	<ul style="list-style-type: none"> • PSA Insurance • Moneywise • Meridian Lawyers • Optum
SPONSORS	3. Sponsorship Agreements – Annual, but may be longer in some cases, e.g. BOQ Specialist	Informal Agreements, usually in the form of Memoranda of Understanding (MoU), plus a year-long schedule of events/activities, at which the sponsor is able to promote products/ services Reviewed Annually	<ul style="list-style-type: none"> • BOQ Specialist • MW Partners
	4. Sponsorship Agreements – Event	Informal Agreements – either MoU or letter One-off event support – although this may recur each year, or from time to time Sometimes involves in-kind rather than cash support	<ul style="list-style-type: none"> • Southern Dental Industries (SDI)