

The logo features a blue trapezoidal shape in the upper right corner containing the text 'The Kite Academy Trust'. Below this, four wavy, overlapping lines in blue, green, red, and purple extend from the trapezoid towards the left side of the page.

**The Kite
Academy
Trust**

THE KITE ACADEMY TRUST

CORPORATE SPONSORSHIP POLICY

P1167

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1 Introduction

There may be mutual benefits in schools and businesses entering into arrangements with a view to improving outcomes for students. These arrangements can involve the provision of funds or services to schools in return for acknowledgement or recognition.

This policy was formulated to facilitate the procurement of corporate sponsorship for the benefit of the pupils of The Kite Academy Trust in a transparent and robust manner while maintaining the integrity and ethos of the Trust. The Trust and its academies may seek additional resources or services through sponsorship agreements to support initiatives, events or activities. While actively seeking opportunities to collaborate with external organisations, it is vital to ensure the values of the Trust are maintained and the Trust's reputation is not damaged through any such partnerships. Activities of organisations we work with are to be consistent with our mission and vision and in accordance with other Trust and academy policies.

2 Mission & Vision

"Together we inspire a lifelong love of learning, which enables all our children to achieve more than they ever believed possible"

Our Vision is to be a first class, inclusive, collaborative and forward thinking family of local academies ensuring excellence in Primary education where:

- Our children will thrive and achieve as confident, caring, local, national and global citizens
- Families will embrace opportunities across the Trust, helping to promote the best outcomes for all children
- Nurtured and empowered teams will enhance expertise, share best practice and have the professional courage to explore possibilities
- With strategies in place for growth, the Multi Academy Trust will develop sustainability, delivering excellent Primary Education in local communities

3 Aims

This policy has been devised to ensure clarity and openness to all our stakeholders and to provide procedures for entering into sponsorship arrangements. The aims of this policy are to:

- Ensure that sponsorships support the educational functions of the Trust as a whole;
- Minimise draw on Trust and academy resources;
- Ensure that sponsors and the nature of such activities are suitable and do not impinge on the integrity, ethics and ethos of the Trust;
- Protect the privacy and rights of the Trust community;
- Provide transparency

4 Definitions

Donations are unconditional gifts or money or materials. This policy does not apply to donations.

Sponsorship is the negotiated provision of funds or in kind support through the provision of material goods, services, knowledge or other resources in exchange for advertising, publicity or other benefits. Sponsorship does not include joint ventures, consultancies, grants or unconditional gifts, donations or endowments.

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

5 Principles

The Kite Academy Trust does not endorse or approve products or companies, and a statement to this effect will be included alongside any branding or promotion associated with products. Similarly, staff will not actively recommend or endorse a product or service.

Personnel of the Trust must not individually benefit as a result of sponsorship.

Access to academy community(s) by a sponsor is not an automatic benefit of sponsorship and requires prior approval of the Board of Trustees, in consultation with the Academy Headteacher and Chair of Hub Board Committee.

Personal information held by the Trust will never be given or sold to any third party in whole or part, nor will a third party be given access to it.

As a guiding principle, The Kite Academy Trust will not accept more than £50,000 from one sponsor so as not to compromise its integrity. Any sponsorship proposal above this amount will be referred to the Finance & Resources Committee for due consideration. This does not include money raised via fundraising as part of any partnership arrangements.

A full list of sponsors giving over £10,000 will be maintained on our website.

Final authority over any Sponsorship Agreement or Contract rests with the CEO and Board of Trustees (delegated to the Trust Board Finance & Resources Committee).

6 Sponsorship Agreement

A Sponsorship Agreement may be with a business or organisation, local or national. When considering an organisation as a potential sponsor, the Trust/academy will 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.

A Sponsorship Agreement should:

- Be consistent with the ethos, vision and values of the Trust;
- Protect the good name and integrity of the Trust;
- Be in the best interests of the pupils;
- Enhance the educational provision of the Trust;
- Consider time and resources allocation for proposed activities;
- Include provision for those pupils, families or staff who do not wish to participate (where relevant)

A Sponsorship Agreement should **not**:

- Compromise the professional standards and ethics of staff;
- Limit or direct academic debate in the classroom;
- Influence the curriculum or other programmes;
- Place undue pressure on pupils, families or staff to purchase particular products or services or to adopt particular beliefs, attitudes or courses of action

A Sponsorship Agreement shall be made for a specific period and purpose. Sponsorship Agreements may be re-negotiated by either party. The Agreement shall ensure the Trust/academy would not have any financial liability in the event that a sponsor withdraws.

A Sponsorship Agreement shall contain a clause which allows for the cancellation of the agreement without penalty in the event of information questioning the appropriateness of an organisation as a sponsor comes to light after the Agreement has been signed.

All acknowledgment arrangements will be detailed in the Agreement to avoid any future dispute.

Agreements should take the form of either the Sponsorship Agreement (Appendix A) or Sponsorship Contract & Schedule (Appendix B) and 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

The Sponsorship Agreement or Sponsorship Contract & Schedule should be used as follows:

Amount	Proposer	Approval	Agreement
£0 - £1,500	Member of Staff	Academy Headteacher/ Business Services Manager	Sponsorship Agreement (Appendix A)
£1,500 - £10,000	Academy Headteacher/ Business Services Manager	Executive Team Member	Sponsorship Agreement (Appendix A)
£10,000 - £50,000	Executive Team Member	CEO	Sponsorship Contract & Schedule (Appendix B)
£50,000+	CEO	Chair / Vice Chair of Trustees	Sponsorship Contract & Schedule (Appendix B)

7 Acknowledgment

The extent of acknowledgment will reflect the level of sponsorship. Use of the Trust/academy name by a sponsor is not permissible, unless approved by the Board of Trustees. It is reasonable to allow a sponsor to display a letter or certificate from the Trust/academy recognising their sponsorship.

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

- Placement of a sign or notice acknowledging the support of a company that provided the resource
- Attendance by the sponsor at Trust/academy functions and an opportunity for the sponsor to make an address or present awards at such functions
- Acknowledgment of the sponsorship in Trust/academy booklets or newsletters

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

8 Monitoring & Reporting Responsibilities

For each Sponsorship Agreement the Academy Headteacher will ensure details of the sponsorship income, expenditure and reviews, including how each sponsorship benefited pupils, are reported to the Hub Board Committee. The Executive Headteacher will ensure this is reported to the Trust Board.

Details of all current sponsorship income and expenditure will be reported within The Kite Academy Trust's Annual Report & Financial Statements including details of how each sponsorship benefited pupils.

Records of all Sponsorship Agreements will be kept for a period of 7 years.

9 Complaints

Any concerns about the application of this policy, or the policy itself, should be raised with The Kite Academy Trust Governance Officer.

Document Management

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SPONSORSHIP AGREEMENT

For sponsorship up to the value of £10,000

Name and Address of

Sponsor:

*(If a corporate sponsor, include
Registration number and
address of its registered office)*

E-mail Address:

Telephone Number:

Details of Sponsorship:

*(Insert details of
goods/services/money provided
by Sponsor together with
educational rationale)*

Period of Sponsorship:

School Obligations:

*(Insert details of any
obligations, acknowledgments,
undertakings and activities
which the Trust/academy must
provide for Sponsor)*

Conditions of Sponsorship:

Special Conditions:

*(Insert details of any special
conditions, if applicable)*

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From:

To:

The Trust/academy may at any time cancel this sponsorship agreement with immediate effect:

- should it decide that the Sponsor is not an appropriate sponsor of The Kite Academy Trust
- if the Trust/academy is otherwise unable to continue with this sponsorship agreement, or
- if the Sponsor becomes insolvent or if a receiver, manager or liquidator is appointed in respect of the Sponsor.

The Sponsor shall not have authority to act on behalf of The Kite Academy Trust and its academies by virtue of this Sponsorship Agreement.

The Sponsor acknowledges that by accepting this sponsorship, the Trust/academy is not endorsing the Sponsor's products, services or business activities.

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

Signature:

On behalf of Sponsor

Name:

please print

Position:

Signature:

*On behalf of The Kite
Academy Trust*

Name:

please print

Position:

Date:

Date:

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SPONSORSHIP CONTRACT & SCHEDULE

For sponsorship above £10,000

Between:

The Kite Academy Trust ('the Trust')

And

****Insert Name**** ('the Sponsor')

The Sponsor undertakes the business referred to in Item 3 of the Schedule and, at the request of the Trust, 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 Trust for the term of this Agreement the Sponsorship Fee and/or products referred to in Item 4(b) of the Schedule.

2.2 The Trust 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 Trust 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 Trust 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 Trust 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 Trust in accordance with corporate sponsorship policy and guidelines of the Trust and such approval shall not be unreasonably withheld.

3.4 The Trust 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 The Trust shall immediately cease to use or otherwise refer to the Sponsor's name and/or logo on the termination or expiration of this Agreement.
- 4.2 The Sponsor shall not use the Trust's logo beyond the terms of the agreement.

5. Breach & 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 Trust may terminate the Agreement immediately if any of the following events occur:
 - i 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;
 - ii if the Sponsor's business operations or the business or activities of any associated company are contrary to any policy of the Trust;
 - iii if the Board of Trustees determines that for whatever reason it should no longer use the Product or be associated with the Sponsor.

If this Agreement is terminated the Sponsor shall not be required to pay any unpaid instalments of the Sponsorship Fee or Product from the date of termination.

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 Trust of which the Sponsor may become aware.
- 6.2 The Sponsor hereby indemnifies the Trust from any costs, losses or expenses arising from any wrongful use, duplication or disclosure of any information relating to the Trust 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 Trust - 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 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.

- 9.2 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.
- 9.3 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 this, the day of 20**

Signature:

*for and on behalf of The
Kite Academy Trust*

Name:

please print

Position:

In the presence of:

Witness

Name:

please print

Position:

For Corporate Sponsor

The Common Seal of:

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

Signature:

Name:

please print

Position:

Secretary/Director

For Individual Sponsor

Signature:

Name:

please print

Position:

In the presence of:

Witness

Name:

please print

Position:

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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)
- b) **Educational Rationale** (brief description of the educational rationale for the sponsored activity)
- c) **Sponsorship Fee** (if money is payable insert details of amount and instalments, if any)
- Sponsorship Product or Service** (if goods or services are being supplied insert description)
- d) **Term of Sponsorship** (date) to (date)

5. Outline of Sponsorship Rights (for example, use of Trust'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 Trust:

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