

# Sponsorship Guidance Document



Sponsor Winnipeg Program



# Sponsorship Guidance Document

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## Sponsor Winnipeg

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### Preamble

In 2007, City Council approved the Winnipeg Sponsorship Policy (see Appendix 1 and link below).

<http://campuswebapps/clerksdms/ViewPdf.asp?SectionId=185699>

The policy applies to all City programs including equipment, services, projects, facilities, parks and park facilities, events or activities, to ensure the broadest appeal of the program.

The Sponsorship Guidance Document has been prepared as a resource to provide an understanding of the Sponsor Winnipeg Program. This “Guidance Document” provides information for prospective sponsors including:

- Definitions
- Timeline for negotiating sponsorships
- The Sponsor relationship
- Insurance requirements
- Approval process for all sponsorships excluding naming rights
- Approval process for naming rights sponsorships
- GST and naming rights sponsorships
- Sponsor recognition signage
- Sponsor announcements.

As the Sponsor Winnipeg Program frequently receives requests concerning donations, the following donation information is included in this “Guidance Document”:

- Definition
- Donor Recognition.



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### Sponsorship

#### **Definition:**

Sponsorship - a mutually beneficial business transaction in which an individual, business, corporation, or community group provides cash and/or in-kind services (or combination thereof) to the City in return for access to the commercial marketing potential associated with the City service.

#### **Sponsorship Approvals**

All sponsorships excluding naming rights must be approved by the Chief Administrative Officer (CAO).

#### **Tax Receipts and Sponsorship**

Sponsorships *are not* eligible for tax receipts.

#### **Timeline for Negotiating a Sponsorship**

Negotiating sponsorship agreements takes time. The industry standard for completing a sponsorship deal that begins with prospecting for a sponsor and completing the deal including the execution of a legal agreement takes on average 12-18 months.

#### **Accountability and Responsibility of City-owned Assets**

The City of Winnipeg is accountable and responsible for all City-owned assets that includes facilities, parks, programs and services.

#### **The Sponsor Relationship**

The sponsor relationship is between the City of Winnipeg and the sponsor. A partner to the City does not have the authority to approve sponsorships on behalf of the City of Winnipeg or use City-owned assets to provide benefits to a sponsor.



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### **Insurance Requirements**

The City of Winnipeg Risk Management Department requires the Sponsor to provide commercial general liability insurance in the amount of at least two million dollars (\$2,000,000.00) per occurrence covering bodily injury, property damage, personal and advertising injury, and products and completed operations with a minimum two million dollars (\$2,000,000) general aggregate.

- The City must be added as an additional insured.
- Such liability policy must also contain a cross-liability clause, contractual liability and remain in force at all times during the term of the sponsorship agreement.
- Deductibles for such liability policy shall be borne by the Sponsor.
- The Sponsor shall provide the Program Administrator with a certificate of insurance, in a form satisfactory to the City Solicitor, within thirty (30) days of the execution of the Sponsor's legal agreement.
- The certificate of insurance is to state that it is with respect to the sponsorship agreement.
- The Sponsor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) calendar days prior written notice to the Program Administrator.
- This information is included in the legal agreement between the City of Winnipeg and the Sponsor.

### **Forms of Sponsorship**

Sponsorships will be accepted in:

- Cash                A sponsorship received in the form of money.
- In-kind            A sponsorship received in the form of goods or services of value to the City.
- Combination    A sponsorship received in the form of both in-kind and cash.



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### **Process to be followed for all Sponsorships Excluding Naming Rights Sponsorships**

1. A meeting(s) with a prospective sponsor will be scheduled to discuss interests, needs and fit in sponsoring a City asset (program, service, facility).
2. Following the meeting(s) a “Risk Assessment” is completed to ensure that the City/Sponsor interests are protected and to ensure that the “ask” by the Sponsor can be accommodated.
3. Following the “Risk Assessment” a Memorandum of Understanding (MOU) is prepared and outlines the terms and value of the sponsorship.
4. Upon the Sponsor’s concurrence of the MOU, Sponsor Winnipeg staff will:
  - Prepare an administrative report recommending approval of the sponsorship by the Chief Administrative Officer (CAO).
  - Once the CAO approves the sponsorship, Sponsor Winnipeg staff will prepare a legal agreement for signature by the Sponsor and the CAO.
  - Upon execution of the legal agreement, the Sponsor will provide their contribution to the City of Winnipeg as specified within the legal agreement.
  - The City of Winnipeg will then forward the sponsor contribution to the sponsored asset.
  - In consultation with the Sponsor a public recognition event is scheduled to acknowledge and thank the Sponsor.



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## Naming Rights Sponsorships

### **Definition:**

Naming right - is a type of sponsorship in which an external company, organization, enterprise, association or individual purchases the exclusive right to name an asset or venue (e.g., a library building, sports facility, or part of a facility such as an ice pad within a multi-pad facility, etc.) for a fixed period of time.

### **GST & Naming Rights Sponsorships**

All naming rights sponsorships are subject to GST. The Canada Revenue Agency (CRA) has changed its interpretation of the Excise Tax Act (ETA) relative to sponsorships. The CRA now considers naming rights to be intangible property, which is subject to GST.

### **Naming Rights Sponsorships Approvals**

All naming rights sponsorships must be approved by Council.

### **Tax Receipts and Sponsorship**

Sponsorships are not eligible for tax receipts.

### **Timeline for Negotiating a Naming Rights Sponsorship**

Negotiating naming rights sponsorship agreements takes time. The industry standard for completing a sponsorship deal that begins with prospecting for a sponsor and completing the deal including the execution of a legal agreement takes on average 12-18 months.

### **Accountability and Responsibility of City-owned Assets**

The City of Winnipeg is accountable and responsible for all City-owned assets that includes facilities, parks, programs and services.

### **The Sponsor Relationship**

The sponsor relationship is between the City of Winnipeg and the Sponsor. A partner to the City does not have the authority to approve naming rights sponsorships on behalf of the City of Winnipeg, or use City-owned assets to provide benefits to a sponsor. In accordance with the Winnipeg Sponsorship Policy, only Council has the authority to approve naming rights sponsorships.



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### **Insurance Requirements**

The City of Winnipeg Risk Management Department requires the Sponsor to provide commercial general liability insurance in the amount of at least two million dollars (\$2,000,000.00) per occurrence covering bodily injury, property damage, personal and advertising injury, and products and completed operations with a minimum two million dollars (\$2,000,000) general aggregate.

- The City must be added as an additional insured.
- Such liability policy must also contain a cross-liability clause, contractual liability and remain in force at all times during the term of the sponsorship agreement.
- Deductibles for such liability policy shall be borne by the Sponsor.
- The Sponsor shall provide the Program Administrator with a certificate of insurance, in a form satisfactory to the City Solicitor, within thirty (30) days of the execution of the Sponsor's legal agreement.
- The certificate of insurance is to state that it is with respect to the sponsorship agreement.
- The Sponsor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) calendar days prior written notice to the Program Administrator.
- This information is included in the legal agreement between the City of Winnipeg and the Sponsor.

### **Process to be followed for Naming Rights Sponsorships**

#### **\*GST applies to naming rights sponsorships**

1. A meeting(s) with a prospective sponsor will be scheduled to discuss interests, needs and fit in sponsoring a City asset (program, service, facility).
2. Following the meeting(s) a "Risk Assessment" is completed to ensure that the City/Sponsor interests are protected and that the "ask" by the Sponsor can be accommodated.
3. Following the "Risk Assessment" a Framework Plan is prepared; it outlines the terms and value of the sponsorship.
4. Upon the Sponsor's concurrence of the Framework Plan, Sponsor Winnipeg Staff will:
  - Prepare an administrative report recommending approval of the naming rights sponsorship by Council.



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- Once Council approves the naming rights sponsorship, Sponsor Winnipeg staff will prepare a legal agreement for signature by the Sponsor and the CAO.
- Upon execution of the legal agreement, the Sponsor will provide the sponsorship contribution to the City of Winnipeg as specified within the legal agreement.
- The City will then forward the sponsor contribution to the sponsored asset.
- In consultation with the Sponsor a public recognition event is scheduled to acknowledge and thank the Sponsor.





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## Sponsor Recognition

### For Information Purposes

All signage must comply with:

- The City of Winnipeg Signage Design standards as outlined in the “*City of Winnipeg Accessibility Design Standard*”;
- The visual identity guidelines detailed in the “*City of Winnipeg Visual Identity Guidelines*”;
- The provisions of the “*City of Winnipeg French Language By-law*”;
- The provisions of the “*City of Winnipeg Zoning By-law*”;
- The provisions of the “*City of Winnipeg Downtown Urban Design Review Process*” as applicable;
- The provisions of the “*City of Winnipeg Parks By-law*” as applicable.

### Important

- The Sponsor Winnipeg Program Administrator will ensure that all signage meets all City design standards, by-laws and review processes.
- It is the responsibility of the Sponsor to submit for approval the sign’s design and size specifications to the Sponsor Winnipeg Administrator.
- All signs in the Riel Community Area and Central Office of the City of Winnipeg shall be bilingual in English and French.
- All sign sizes must comply with the City of Winnipeg Zoning By-law.
- All signs for the downtown area may be subject to the Downtown Urban Design Review.

Some fees may apply.



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### Naming Rights Signage

The Sponsor must submit the sign's design (including graphics, artwork, text, any logo's/Intellectual Property), size specifications and location information to the Sponsor Winnipeg Program for approval. Program staff will convey approval or comments back to the Sponsor. The signage may be updated by the Sponsor throughout the term or renewal term of the sponsorship agreement, with the sign design, size specifications and location information to be approved by the City.

The Sponsor will be responsible for:

- Fabrication costs of the sign, including any updates;
- Installation and removal costs of the sign;
- All applicable insurance required by The City of Winnipeg.

The City of Winnipeg will be responsible for:

- Sign installation; either install the sign or supervise the installation of the sign by a contractor approved by the City of Winnipeg.

In the event that the Sponsor wishes to replace or revise the sign during the term, the Sponsor will be responsible for fabrication and installation costs, as well as all other costs associated with sign replacement, removal and reinstallation.

## Sign Wording for Naming Rights Signs

### For Naming Rights Signs- Interior Building Signage

The naming rights sign may include the company name and/or the family name related to the sponsor.

Example: the TD Bank Naming Rights Sponsorship sign in the Millennium Library.



Example: The Bockstael Naming Rights Sponsorship sign in the Southdale Community Centre.





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### **Naming Rights Signs-Exterior Building Signage**

The naming rights sign may include the company name and/or the family name related to the sponsor. All exterior signs must include the City logo in accordance with the **“City of Winnipeg Visual Identity Standards”**.

Example: The Kinsmen Club of Winnipeg Naming Rights Sponsorship sign at the Kinsmen Sherbrook Pool.





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### Signs for all Other Sponsorships

All sponsorships will be recognized with signage. The sponsor must submit the sign's design (including graphics, artwork, text, any logo's/Intellectual Property), size specifications and location information to the Sponsor Winnipeg Program for approval. Program staff will convey approval or comments back to the Sponsor. The signage may be updated by the Sponsor throughout the term or renewal term of the sponsorship agreement, with the sign design, size specifications and location information to be approved by the City.

All exterior signage will feature the City of Winnipeg logo and identification.

In the event that the Sponsor wishes to replace or revise the sign during the term, the Sponsor will be responsible for fabrication and installation costs, as well as all other costs associated with sign replacement, removal and reinstallation.

The Sponsor will be responsible for:

- Fabrication costs of the sign, including any updates;
- Installation and removal costs of the sign;
- All applicable insurance required by The City of Winnipeg.

The City of Winnipeg will be responsible for:

- Sign installation; either install the sign or supervise the installation of signage by a contractor approved by the City of Winnipeg.



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## Announcing Sponsorships

The City may make public announcements about the sponsorship, and may hold official ceremonies and special events concerning the sponsorship. The City will provide notice of any public announcements, official ceremonies or special events to the Sponsor's Contract Administrator.

Sponsors may not make any public announcements about the sponsorship, and may not hold any official ceremonies or special events concerning the sponsorship, without providing a minimum of fourteen (14) days' notice to the City. Sponsors agree that representatives of the City may participate in any public announcements, official ceremonies or special events.

The Sponsor must clearly and prominently acknowledge the City of Winnipeg in all public information material concerning the sponsorship using design marks, phrases or other identifiers approved or provided by the City of Winnipeg for this purpose. Without limiting the generality of the foregoing, this applies to newspaper vending devices, annual reports and speeches of sponsor.

When a significant media issue relating to the sponsorship emerges, the Sponsor must promptly notify the City of Winnipeg.

The Sponsor agrees to provide, whenever possible, professional-quality audio-visual material about the sponsorship to the City of Winnipeg, and agrees that the City may use such material as it sees fit.



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### Donations

**Definition** -“A gift is a voluntary transfer of property without advantage or consideration to the donor” (as defined by the Canada Revenue Agency).

#### Tax Receipt

The City can issue official donation receipts so long as the donation benefits the general public. For a Donor to be eligible for a receipt, the funds must be addressed to and received by “The City of Winnipeg”.

Note: Community Centres must follow the Tax Deductible Donations/Fundraising process as outlined on page 47 of the Community Centres Accountability Manual 2014.

#### Donor Recognition

Donors may be recognized for their financial contributions in one of the following ways; small plaques, recognition in a newsletter, donor wall, or other suitable manner agreed to by the parties involved. There are no term agreements for donors.

#### For Information Purposes

All signage must comply with:

- The City of Winnipeg Signage Design standards as outlined in the “*City of Winnipeg Accessibility Design Standard*”;
- The visual identity guidelines detailed in the “*City of Winnipeg Visual Identity Guidelines*”;
- The provisions of the “*City of Winnipeg French Language By-law*” ;
- The provisions of the “*City of Winnipeg Zoning By-law*”;
- The provisions of the “*City of Winnipeg Downtown Urban Design Review* ” as applicable;
- The provisions of the “*City of Winnipeg Parks By-law*” as applicable.

#### Important

- Staff will ensure that all signage meets all City design standards, by-laws and review processes.



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- It is the responsibility of the Donor to submit for approval the sign's design, and size specifications to City staff.
- All signs in the Riel Community Area and Central office of the City of Winnipeg shall be bilingual in English and French.
- All sign sizes must comply with the City of Winnipeg Zoning By-law.
- All signs for the downtown area may be subject to the Downtown Urban Design Review.

### Donor Recognition Sign

The Donor must submit the sign's design, (including graphics, artwork, text, any logo's/Intellectual Property), size specifications and location information to City staff for approval. City staff will convey approval or comments back to the Donor. The donor sign must be approved by the City staff prior to fabrication and installation of the donor sign. Donor signs may be updated by the Donor with the design to be approved by the City.

City approval is required before donor signs are installed.

### Donor Recognition Sign Wording

Sign wording shall include the name of the City asset and the City Logo. The sign may also include the Donor's name and Intellectual Property (logo if applicable).

Example: for illustrative purposes. Sign design sample not to scale. Wording is exact.

Donated to (insert name of City asset)



By

(insert donor name & Intellectual Property (IP) if applicable)





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The Donor will be responsible for:

- The fabrication costs of the donor sign, including any updates;
- The installation and removal costs of the donor sign.

The City of Winnipeg will be responsible for:

- Sign installation.

### Donor Relationship with a 3<sup>rd</sup> Party

If the Donor has a relationship with a 3<sup>rd</sup> party such as a sponsor, this relationship **will not** be recognized on the sign. The same wording as above will apply. Only the donor relationship with the City will be recognized.



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## Appendix 1

### City of Winnipeg Sponsorship Policy



#### POLICY STATEMENT

In keeping with the City of Winnipeg's values, vision and mission, the City of Winnipeg welcomes sponsorships that enhance civic services and facilities.

#### PURPOSE

To establish a corporate sponsorship policy that supports the delivery of services to the public.

#### DEFINITION

A sponsorship is defined as a mutually beneficial business transaction in which an individual, business, corporation, foundation, or community group provides cash and/or in-kind services (or a combination thereof) to the City in return for access to the commercial marketing potential associated with the City service.

#### SCOPE

The Sponsorship Policy applies to all City programs (including equipment), services, projects, facilities, parks and park facilities, events or activities to ensure broadest possible appeal of the program

#### PRINCIPLES

The City of Winnipeg Sponsorship Policy is guided by the following principles:



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**Transparency** – The City of Winnipeg Sponsorship Policy will be an open, fair and competitive process that will be managed through a Request for Sponsorship (RFS) process.

**Integrity** – The City of Winnipeg Sponsorship Policy will not accept sponsorships that may compromise the integrity of public services, may unduly commercialize public spaces or may promote activities which are contrary to Plan Winnipeg’s vision for Winnipeg “To be a vibrant and healthy city which places its highest priority on quality of life for all its citizens.”

**Business Case** – To ensure that the financial benefits to the City are in direct proportion to the marketing opportunity afforded to the sponsor, all sponsorships must demonstrate a mutually beneficial business case for both the City and the sponsoring partner.

**Effectiveness** - Sponsorship opportunities must be shown to be in accord with the public interest and to have measurable outcomes to promote the transparency and integrity of the process.

### PROCESS

#### Inventory

The City of Winnipeg will prepare a rolling inventory of assets, programs, services, events, activities or any other notion for which a sponsorship could be developed.

#### Request for Sponsorships

In order to ensure that the City of Winnipeg Sponsorship Policy is open, fair and competitive, the City will utilize a Request for Sponsorship (RFS) process.

#### Approvals

Council will approve the content of the RFS that proposes naming rights of a facility or asset prior to the release of an RFS.

The Chief Administrative Officer (or designate) will approve all other sponsorship agreements.

### RESTRICTIONS



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The City reserves the right to restrict sponsorships to certain services and to exclude products and industries which are inconsistent with the principles outlined in this policy. In general, the following will not be considered for the City of Winnipeg Sponsorship Policy:

- 1) Companies that promote the use of tobacco and weapons or the sale of alcohol to underage youth.
- 2) Sponsorship or marketing concepts that stereotype or otherwise denigrate individuals or groups.
- 3) Sponsorship or marketing concepts that unnecessarily promote the commercialization of public space.
- 4) Parties involved in a lawsuit, or otherwise debarred from doing business.

### EXCLUSIONS

This policy does not apply to advertising opportunities sold by, or donations to, the City.