

7331-0 (CFMWS)

19 January 2021

Distribution List

NON-PUBLIC PROPERTY (NPP) FUNDRAISING GUIDE

Reference: NPP Fundraising Policy dated 10 August 2020

- 1. The enclosed NPP Fundraising Guide is issued to complement the NPP Fundraising Policy in assisting Commanders and their Authorized Agents in delivery and oversight of fundraising activities.
- 2. Questions may be directed to David Gingras, NPP Sponsorship and Donation Program Manager at gingras.david@cfmws.com.

La chef des services financiers,

Julie Peckham
Chief Financial Officer

Enclosure: 1

Distribution List

Base/Wing CO's

Unit/CO's Comd RCN Comd CA Comd RCAF

Comd CJOC

Regimental Funds

ExMB

DHH

7331-0 (SBMFC)

Le janvier 2021

Liste de distribution

GUIDE DES BIENS NON PUBLICS (BNP) SUR LA COLLECTE DE FONDS

Référence : Politique des BNP en matière de collecte de fonds en date du 10 août 2020

- 1. Le Guide des Biens non publics sur la collecte de fonds ci-joint vise à compléter la Politique des BNP en matière de collecte de fonds afin d'aider les commandants et les agents autorisés dans l'exécution et la surveillance des activités de collecte de fonds.
- 2. Toute question peut être dirigée à David Gingras, gestionnaire du programme de dons et de commandites des BNP, à gingras.david@sbmfc.com.

Pièce jointe: 1

Liste de distribution

Cmdt des bases et escadres

Cmdt des unités

Cmdt MRC

Cmdt AC

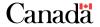
Cmdt ARC

Cmdt COIC

DHP

Fonds régimentaires

Conseil de la haute direction





## NON-PUBLIC PROPERTY FUNDRAISING GUIDE

(This document shall be read in conjunction with the NPP Fundraising Policy)

Chief Financial Officer Canadian Forces Morale and Welfare Services January 2021

#### TABLE OF CONTENTS

| 1. | Introduction to the Non-Public Property (NPP) Fundraising Guide 4 |  |     |
|----|---|--|-----|
|    | 1.1   | Purpose of the NPP Fundraising Guide                                 | . 4 |
|    | 1.2   | Objectives of the NPP Fundraising Guide                              | . 4 |
|    | 1.3   | Audience of the NPP Fundraising Administrative Guide                 | 5   |
| 2  | Over  | view of the NPP Fundraising Program                                  |     |
|    | 2.1   | The NPP Fundraising Program  | . 6 |
|    | 2.2   | For NPP Programs, Events, and Initiatives                            | . 6 |
|    | 2.3   | NPP Sponsorships - Exclusivities                                     | . 9 |
|    | 2.4   | Risks Associated With Soliciting/Accepting Donations and Sponsorship | 10  |
|    | 2.5   | For An External Entity   | 10  |
|    | 2.6   | Donation Defined   | 11  |
|    | 2.7   | Sponsorship Defined  | 13  |
|    | 2.8   | Contracting and Sponsorship  | 17  |
|    | 2.9.  | Common Compliance Observations To Be Avoided                         | 18  |
| 3  | Polic   | y  | 19  |
|    | 3.1   | Governing Policies   | 19  |
|    | 3.2   | Conflict of Interest   | 20  |
|    | 3.3   | Consolidated Insurance Program                                       | 21  |
|    | 3.4   | Authorized NPP Programs/Events                                       | 22  |
|    | 3.5   | Authorized Donors and Sponsors                                       | 24  |
|    | 3.6   | Authorized Solicitors  | 27  |
|    | 3.7   | Appointments and Approvals   | 30  |
|    | 3.8   | Training Requirements  | 31  |
|    | 3.9   | Authorized Agent Training Procedures                                 | 31  |
| 4  | Proce   | edures For Solicitation  | 34  |
|    |   |  |     |

| 4.1 | The Donation, Sponsorship, and Fundraising Program | . 34 |
|-----|--|------|
| 4.2 | Initiate   | 35   |
| 4.3 | Plan   | 36   |
| 4.4 | Implement  | 47   |
| 4.5 | Monitor  | 48   |
| 4.6 | Close  | 48   |

## 1. INTRODUCTION TO THE NON-PUBLIC PROPERTY (NPP) FUNDRAISING GUIDE

#### 1.1 PURPOSE OF THE NPP FUNDRAISING GUIDE

The purpose of the NPP Fundraising Guide is to:

- a. guide the establishment, management and maintenance of a NPP
   Fundraising activity in support of NPP Programs/Events and external entity causes;
- b. amplify the NPP Fundraising Policy and enhance the understanding of associated policies and procedures; and
- inform how to administer an NPP Fundraising Program, providing detail, context and clarity with respect to the procedures for fundraising programs, events, and initiatives including the acceptance of sponsorship and donations.

#### 1.2 OBJECTIVES OF THE NPP FUNDRAISING GUIDE

The application of the NPP Fundraising Guide will:

- a. Standardize the procedures of fundraising programs, events, and initiatives conducted by NPP;
- b. Provide the flexibility in line with the Canadian Forces Morale and Welfare Services (CFMWS) strategy that allows NPP to leverage various potential sources of revenue;
- c. Expand the fundraising purposes to include permitted types of external entity causes (charities and not-for-profit).
- d. Define active and passive fundraising within NPP and external entities;
- Help protect the assets, values, image, and interest of the CAF and CFMWS;
- f. Help ensure compliance with applicable legislation, rules, regulations, policies and procedures;
- g. Mitigate risks and help ensure the long term success of fundraising;
- h. Establish a systematic approach and consistent business practices; and
- i. Allow the Program to grow in a controlled manner.

#### 1.3 AUDIENCE OF THE NPP FUNDRAISING ADMINISTRATIVE GUIDE

The NPP Fundraising Guide is written for Principal Authorized Agents (PAA) and Authorized Agents (AA).

#### 2 OVERVIEW OF THE NPP FUNDRAISING PROGRAM

#### 2.1 THE NPP FUNDRAISING PROGRAM

Fundraising is any action, activity or ways/means that includes a request or the acceptance of solicited and un-solicited money (including near cash equivalents) and product-in-kind (products and services). A fundraising activity must be conducted by or with those acting in a NPP capacity/role, under the NPP accountability framework, as follows:

- For NPP to support the development, sustainment and enhancement of NPP Programs, Events, and Initiatives;
- b. Enhancement of Public reimbursable programs; sustainment costs require pre-approval in writing by the CDS or Managing Director NPP; and
- c. Third Party to support third party charity / not-for-profit events such as Canadian Tire Jumpstart and local hospital campaigns that are expected to generate tangible benefits for the CAF community or approved in writing in advance by the CDS or Managing Director NPP.

This is done by selling goods and services (proceeds from sales) – for the fundraising purposes listed above and through active and passive fundraising approaches using donations and sponsorship.

#### 2.2 FOR NPP PROGRAMS, EVENTS, AND INITIATIVES

NPP Fundraising pertains to those authorized NPP programs, events, and initiatives within the mandate of the CFMWS and the NPP organizations, entities, employees that manage and deliver same, that are resourced with non-public funds and varying levels of authorized public support as applicable. This listing includes:

- a. NPP Commercial Services
  - i. CANEX and all related partners and concessions;
  - ii. SISIP Financial;
  - iii. Canadian Defence Community Banking (CDCB) Program;
  - iv. Canadian Forces Appreciation Program; and
  - v. Canadian Forces One (CFOne) Program.
- Messes and Service Clubs (member's funds, entertainment and bar operations only);

- c. Support Our Troops Program and all major program lines/funds (e.g. Support Our Troops Fund, Soldier On, etc.) and programs, events, and initiatives:
- d. Community Recreation Programs (as per A-PS-110 Chapter 3 and PSP Policy Manual, Part 6);
- e. Specialty Interest Activities (as per A-PS-110 and PSP Policy Manual);
- f. All approved NPP morale and welfare programs, events, or initiatives administered and controlled by:
  - i. NDHQ/CFMWS, such as the Army Run, the RCN Bike Ride, RCAF Run, CAF Imagery Contest; and
  - ii. A Base/Wing/Unit Family Days, Recreation Expositions.
- g. Any and all successor or new NPP program, event, or initiative developed by CFMWS/NPP and approved by the CDS, Managing Director NPP, or local Base/Wing Commander/Unit Commander as applicable.

#### Example

A Base Commander identifies a need to conduct a Family Day event. **The CAF** and **CFWMS** strategic objective is to care for our people and improve quality of life for families. Organizing a Family Day Event adds to the array of programs and services delivered at the Base to help meet the strategic objective. There is a need to solicit sponsorships to:

- 1. enhance the event;
- 2. help ensure that the event is offered to the CAF Community at a reasonable cost; and
- 3. offset costs associated with the NPP Event.

The above listing also includes the following, if they are subject to the NPP accountability framework and identified as recognized NPP Programs/Events:

- a. NPP housing and accommodations, residential housing units community council;
- b. NPP concessions, canteens and retail operations other than those operated or managed by CANEX;
- c. Base/Wing/Unit/Branch/Corp/Regimental or Group Funds (and Kit Shops);
- d. Director History and Heritage accredited museums and historical collections; and volunteer bands; and

e. NPP fundraising programs, events, and initiatives that are pre-authorized and conducted solely for authorized NPP fundraising purposes, in a manner that complies fully with the NPP Fundraising Policy.

Fundraising programs and events for NPP purposes must not be undertaken without proper justification, and without a strong likelihood of success in terms of delivering necessary and tangible CAF community benefits that outweigh the fundraising costs and risk. Among the latter, are those that results from the use of NPP resources to repeatedly solicit the same base of potential contributors in the pursuit of all NPP fundraising opportunities as they arise.

In consultation with PAA/AA, those acting in an authorized voluntary or assigned NPP capacity or role must not designate and authorize an external entity fundraising purpose, nor solicit and accept donations or sponsorship that could:

- a. Not withstand public scrutiny, leading to potential adverse public perception;
- b. Bring discredit, brand, and/or reputational damage;
- c. Create real, apparent, or potential conflict of interest situations;
- d. Imply or require endorsement or an expression of relative preference of an external entity and its products or services; and
- e. Be inconsistent with or seek to circumvent laws, regulations, policies, orders, or directives.

When considering fundraising purposes and sources that may be perceived in a negative way or as a conflict of interest, those acting in an NPP capacity/role should first consult their local PAA or AA. Consultation with national (CFMWS) for legal, public, ethics may be required.

Fundraising must not be used to fully underwrite or fund a NPP program, event, or initiative. Rather it should simply assist with the certain variable, non-recurring, and/or discretionary requirements and those that can withstand funding variability from year to year without compromising the integrity and sustainability of the supported NPP program, event, or activity.

All proposed fundraising programs and events for NPP purposes must identify a specific and bona fide need that can be fulfilled or supported through donations, sponsorships and/or sale proceeds without creating undue reliance and dependence on such future fundraising support.

The specific bona fide NPP requirement or need must <u>not</u> be:

a. For sponsorship revenue, tied or directly related to a recurring core NPP operation expense (e.g. full-time wages/salaries), as a recurring element

- of NPP operations must not be dependent on the varying levels of success or failure of various NPP fundraising programs and events and related appeals; and
- b. One that commits a Crown Public or Crown Non-Public organization or entity to a recurring expense over future years, unless it has already been forecast, budgeted, and approved by a higher authority. Needs that cannot be financially and operationally supported in the long-term (when continuous or enduring) must be declined.

If you have a valid publically supported program with NPP Fundraising requirements, you must seek Managing Director NPP approval in advance.

When substantiating a specific bona fide requirement, in whole or in part, by a proposed NPP fundraising program/event/initiative, those acting in a NPP capacity must be able to demonstrate that the following has been considered:

- a. The ability of current and projected NPP budget, revenues, reserves, and other available NPP resources and cost recovery means (e.g. user fees), to meet existing and reasonably anticipated needs;
- b. Any alternate sources of revenue, in-kind contributions, cost abatement/reduction measures, that may be feasible (e.g. loans, grants, subsidies, share of profits from major Programs/Events, instituting new admission or user fees, partnering or collaborating on fundraising initiatives with other NPP entities, other government organizations, or local civic community);
- c. A formal business case (for major undertakings, such as national events), or a simple needs assessment with a sources/uses analysis, that results in the identification of a bona fide gap, as the objective justification for a proposed fundraising activity to address the specific bona fide gap, need or requirement; and
- d. The capacity of the NPP organizations or entity to implement the fundraising activity in a cost effective and efficient manner (e.g. ratio of budgeted fundraising costs to projected fundraising donations/sponsorship proceeds), such that it does not divert resources that could compromise the fulfillment of their primary mandate, assigned responsibilities or expected deliverables.

#### 2.3 NPP SPONSORSHIPS - EXCLUSIVITIES

CFMWS provides life insurance, financial planning and investment products through SISIP Financial and The Personal Insurance Company home and auto insurance through CANEX, CFMWS has retained exclusivity right for sponsorship arrangements with these industries. This exclusivity right is to be respected within NPP at large.

CFMWS is also in a partnership agreement with BMO; therefore, from a national perspective BMO has exclusivity rights for the banking industry. From a local base and wing level perspective, CFMWS has negotiated an agreement with BMO whereby exclusivity rights are waived; however, a right of first refusal is to be exercised before proceeding with seeking sponsorship arrangements with other banks and this first right of refusal is to be documented (email for example).

### 2.4 RISKS ASSOCIATED WITH SOLICITING/ACCEPTING DONATIONS AND SPONSORSHIP

There are risks associated with soliciting/accepting donations and sponsorships from external entities. These risks include:

- a. donor and sponsor fatigue; and
- b. adverse reputational consequences.

Albeit not directly related to financial management and control, attention should be paid to the necessity of searching out 'new money' and/or non-traditional sources of revenue. There could be a negative reaction, however, from public and other organizations that traditionally rely on donations. These organizations may perceive - or even voice publicly - that the federal government, despite its broad taxation powers, is cutting into their donation revenues.

#### 2.5 FOR AN EXTERNAL ENTITY

Fundraising for external entities (e.g. registered charities, non-profit organizations) is not part of the NPP mandate. Notwithstanding, the NPP Fundraising Policy recognizes that specific external entity needs and CAF community interests can be addressed simultaneously, in a highly efficient and effective manner, when NPP conducts fundraising for an authorized external entity, provided that the various policy considerations and risks are managed in the process.

Those involved in planning fundraising initiatives for an external purpose should consider giving equal time and prominence to the many direct and indirect benefits provided by NPP, notably the Support Our Troops Program and Soldier On Fund.

A fundraising activity to solicit and accept donations, sponsorship, and proceeds from sales for a specific external entity need may be authorized and conducted under the NPP accountability framework, by or with those, acting in an NPP capacity or role provided that external entity fundraising purpose is:

- a. Expected to generate tangible benefits (either direct or indirect) for the CAF community; or
- b. Part of, or represents, a pre-existing fundraising relationship identified as historical or longstanding unit affiliations, collaborations, and/or adopted causes; or

c. Authorized in writing by the CDS or Managing Director NPP.

To be consistent with the NPP mandate, most fundraising initiatives conducted by NPP for an external purpose should ideally seek to deliver tangible benefits for the CAF community in the most direct manner possible. This could be achieved by fundraising for an external entity that has the proprietary ways/means required to deliver the desired beneficial output or outcome for the CAF community in a far more effective, efficient and timely manner than if pursued in isolation by NPP on its own. For example:

- With Jumpstart (charitable foundation of Canadian Tire) and their grantgiving program that supports recreation opportunities for eligible CAF families;
- b. With a Support Our Troops Program/Soldier On Fund partnering external agency that delivers targeted programs and events for the CAF community; and
- c. With an external foundation or trust that solely exists to support a CAF museum, a Military Family Resource Centre (MFRC), or a particular Unit, specifically to fundraise in preparation for a major historical milestone event, or special project/initiative (e.g. museum capital construction/ renovations, MFRC community partnering initiative, regimental milestone celebrations across Canada).

The potential for perceived Government of Canada, DND/CAF, and CFMWS/NPP endorsement and preferential treatment of an external entity should be addressed proactively. A simple factual explanation of the underlying rationale or historical relationship should be provided to the PAA in advance, describing the specific fundraising activity, the authorized external entity purpose(s), and the expected benefits for all parties involved, with a focus on the tangible CAF community benefit(s) being generated in the process. Appropriate visible/audible disclaimers are also highly recommended, such as "no endorsement or preferential treatment is implied nor should it be inferred, by any actions, displays, promotional messaging or materials, etc."

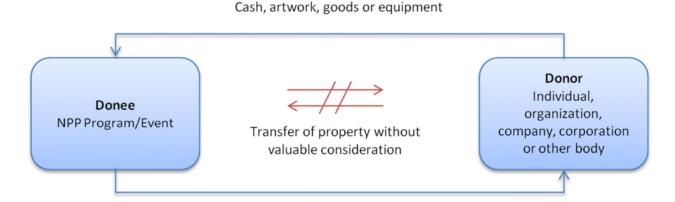
#### 2.6 DONATION DEFINED

#### Donation is ...

A "**Donation (Gift)**" is a monetary or non-monetary gift with value, made to NPP, with the aim of serving organizational objectives, by an individual, organization, company, corporation or other body.

A donor recognition program may be implemented if there is a substantiated requirement. The Managing Director NPP must approve any donor recognition program.

Figure 1. Donation Model



 $\label{eq:No-consideration} \mbox{No consideration}.$  A thank you letter may be offered and a tax receipt shall be issued

#### **Gift Definition**

In most cases, a gift is a voluntary transfer of property without valuable consideration to the donor. Gifts in kind, also known as non-cash gifts, are gifts of property. They cover items such as artwork, equipment, securities, and cultural and ecological property.

The 'eligible amount of the gift' is used to calculate the donor's donation tax credit or deduction.<sup>3</sup> For further information on how the eligible amount of the gift is determined please visit

Chapter 29: Accounting for Non-Public Property Fundraising

The eligible amount of the gift is the amount by which the fair market value of the gifted property exceeds the amount of any advantage received or receivable as a result of the gift. A qualified donee can issue a receipt for this amount.

The amount of the official tax receipt shall be the net amount of the gifted property less the advantage received.

Principal Authorized Agents (PAA) and Authorized Agents (AA) must understand the concept of 'advantage' as it relates to tax receipts. Within the tax receipt, the advantage is generally the total value of any property, service, compensation or any other benefit that a donor is entitled to in gratitude for the gift. The advantage may be contingent or

<sup>&</sup>lt;sup>1</sup> http://www.cra-arc.gc.ca/chrts-gvng/chrts/glssry-eng.html

<sup>&</sup>lt;sup>2</sup> http://www.cra-arc.gc.ca/chrts-gvng/chrts/glssry-eng.html

<sup>&</sup>lt;sup>3</sup> http://www.cra-arc.gc.ca/chrts-gvng/chrts/glssry-eng.html

receivable in the future, to either the donor or a person or partnership not dealing at arm's length with the donor.

Principal Authorized Agents and Authorized Agents must document whether or not an advantage was provided to the donor.

The procedures for determining the eligible amount of the gift is described in the Instructions for Issuance of Official Tax Receipts for Donations located at the Chapter 29 Annex B

Chapter 29: Accounting for Non-Public Property Fundraising

#### Donation examples

- An individual donates a painting to a CAF Museum.
- An individual donates \$50 to the Support Our Troops Program
- A company donates a \$500 gift certificate to an auction.

An official donation tax receipt shall be issued to a donor for amounts greater than \$10.00. Unless approved otherwise, the official donation tax receipt shall be issued by the local NPP accounting office. In addition, a letter of acknowledgement, possibly a brief and modest form of public thanks may accompany the tax receipt.

#### Donation is not ...

A contribution of service - that is, of time, skills or efforts - is not property and, therefore, does not qualify as a gift or gift in kind for purposes of issuing official donation receipts.<sup>4</sup>

"Donation is not" example

If an athletic therapist were to provide therapy services for a full day at the Family Run, the donation of service would be accounted for in the NPP books of account, as well as the year-end report to the PAA; however, the provision of an official donation receipt would not be permitted.

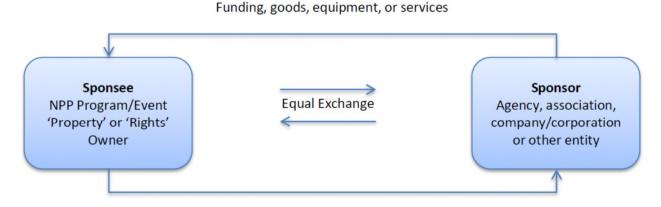
#### 2.7 SPONSORSHIP DEFINED

#### **Sponsorship Definition**

<sup>&</sup>lt;sup>4</sup> http://www.cra-arc.gc.ca/chrts-gvng/chrts/glssry-eng.html

"Sponsorship" is a collaborative arrangement between NPP and an external entity, whereby funds, goods, facilities or services are provided to support a particular NPP Program/Event, in exchange for some appropriate non-monetary benefit of approximately equal value.

Figure 2. Sponsorship Model



A non-monetary benefit that may include public recognition, advertising and /or promotions

Sponsorship is a business-based decision and a way for Corporations to directly reach the military consumer market. The sponsorship fee comes from a corporation's advertising, marketing, public relations or branding budget, not their corporate donation or philanthropic funds.

#### Sponsorship is not ...

Sponsorship is not philanthropy. Although the recipient of sponsorship may be non-profit, sponsorship should not be confused with philanthropy: sponsorship is not a philanthropic gesture. Philanthropy is support of a cause without any commercial incentive. Sponsorship is undertaken for the purpose of achieving commercial objectives.<sup>5</sup>



Effective Date 18 Jan 2021

<sup>&</sup>lt;sup>5</sup> IEG, Guide to Sponsorship page 1

Sponsorship does not include volunteer work or activities or outright donations where no volunteer or donor recognition or acknowledgment is expected or required.<sup>6</sup>

#### Examples

- A bank sponsors a Family Day Event. The Bank pays a benefit fee of \$10K to NPP and, in return, the Bank receives promotional rights, recognition at the event, and on-site signage.
- A local grocery store sponsors a Wing Welcome. The local grocery store provides a benefit
  of \$500 worth of hamburgers/hot dogs for the event and, in return, the grocery store
  receives recognition and on-site signage.

Sponsorship does not include or refer to those products and services considered to be a gift or those items considered to be premiums, coupons or limited samples.<sup>7</sup>

Sponsorship is not advertising. Advertising is the direct promotion of a company through space or airtime bought for that specific purpose. Advertising is sold and evaluated in terms of cost per thousand. On the other hand, sponsorship promotes a company in association with the sponsee. The benefits sponsorship typically offers that advertising does not are access to a live audience, on-site sampling and opportunities for client entertainment.<sup>8</sup> Notwithstanding, one of the benefits offered to a sponsor may include a form of actual advertising.

On their own, the following revenue/expenses do not qualify as a donation or a sponsorship, as they are revenues from the event itself rather than sponsorship revenue:

- a. concession fees and revenues;
- b. licensing fees and royalties;
- c. advertising revenue;
- d. registration and entry fees; and
- e. fees for booth or exhibit space.

<sup>&</sup>lt;sup>6</sup> IEG, Guide to Sponsorship page 1

<sup>&</sup>lt;sup>7</sup> IEG, Guide to Sponsorship page 1

<sup>&</sup>lt;sup>8</sup> IEG, Guide to Sponsorship page 1

Is revenue from concessions? No k revenue from liscencing fees? No Is revenue from To be recorded as revenue for the event itself advertising? and not sponsorship revenue No registration or entry Yes fees? No Is revenue from booth rental fees or exhibit ➤ Yes space occupied by an external entity? Is revenue from an external entity whereby funds, goods, facilities or services are provided to support a particular NPP program/event in exchange for some ➤ No appropriate non-monetary benefit of approximately equal value? Yes To be recorded as revenue for the event This is sponsorship revenue and a Sponsor Support Agreement shall be completed.  $itself \ and \ not \ sponsorship \ revenue.$ 

Figure 3. NPP Sponsorship Revenue Decision Tree

Non-Public Property organizations do not sponsor the products, services or activities of an external person or organization.

The CAF/CFMWS does not endorse organizations, individuals, products or services especially where endorsement results in a commercial benefit to the donor/sponsor.

Sponsorship revenues (cash and product in kind) are subject to GST and/or HST in all provinces and territories and QST in Quebec (QST rules mirror GST/HST rules). The dollar amount received by the sponsor must clearly indicate if the amount to be received is inclusive or exclusive of GST/HST/QST.

The dollar amount received by the sponsor must clearly indicate if the amount to be received is inclusive or exclusive of GST/HST/QST.

When receiving sponsorship, the PAA/AA must negotiate and complete the Sponsor Support Agreement (Annex A) in advance of the acceptance of sponsorship. Sponsorship revenues will only be recognized in the NPP financial statements where the event is recorded if a sponsorship agreement is provided to the local NPP accounting office. Otherwise, sponsorship revenues will be coded to unearned revenue until such time as the agreement is provided to the local NPP accounting office. Sponsor Support Agreements are contractual agreements and similar to a contract, must be approved and signed in advance of receiving funds.

#### 2.8 CONTRACTING AND SPONSORSHIP

A sponsorship offer to provide a product, service or funds must not be accepted if it is linked to a requirement that the CFWMS purchase or contract to purchase goods or services in return. In other words, CFMWS must not be contractually obligated to sell their goods at the specific Event. Sponsorship must not be used by organizations as means of avoiding competitive tendering by the CFMWS. For example, a proposal to provide a motor vehicle to an installation on condition that the CAF contracts to purchase products from the sponsor shall be rejected.

A Sponsor Support Agreement is still a contract and as such must be signed by the appropriate approval level for the acceptance of sponsorship. The Agreement must signed by the appropriate approval level (current NPP Certification course and valid Annex C).

The Regional Accounting Manager/ local NPP Accounting Staff shall be provided with a signed copy of all completed Sponsor Support Agreements. The accounting staff will store and archive all completed agreements in Docushare. An approved contract (Sponsor Support Agreement) must be utilized for all sponsorship agreements. The template Sponsor Support Agreement is attached at Annex A.

#### 2.9. COMMON COMPLIANCE OBSERVATIONS TO BE AVOIDED

Based on past Compliance and Assurance reviews, the following issues have been noted as observations that must be avoided:

- a. Sponsor Support Agreements (SSA) are completed after the event has taken place;
- Authorized Agents (AAs) who have signed an SSA but have not completed the NPP Sponsorship and Donation Authorized Agent Certification Course;
- c. AA who have not been delegated authority (CDS Delegation of Authorities for Financial Administration of NPP Annex C) to authorize the acceptance of donations and sponsorship;
- d. Partnership Risk Assessments are not being performed when soliciting or accepting donations and sponsorships from high stake partners (e.g. Defence Industry);
- e. Lack of documentation to support the Product In Kind (PIK) values assigned or the number of items received (e.g. no packing slip or invoice);
- f. Restricted contributions are being recognized as revenue in the period received rather than in the period when the specified event takes place; and
- g. PIK is not always recorded in the accounting records when the total PIK value of one event is greater than \$1K.

Keep these in mind when reading this Guide to ensure you avoid these common errors.

#### 3 POLICY

#### 3.1 GOVERNING POLICIES

The NPP Fundraising Program is governed by the following policies/Guides:

- NPP Fundraising Policy;
- b. A-PS-110-001/AG-002 Morale and Welfare Programs in the Canadian Forces;
- c. A-FN-105-001/AG-001, Policy and Procedures for Non-Public Property (NPP) Accounting;
- d. Chief of the Defence Staff Delegation of Authorities for Financial Administration of Non-Public Property;
- e. Canadian Forces Museums Operations and Administration;
- f. Museum Reference Guide: NPP Standard Operating Procedures;
- g. Guidance for NPP Morale and Welfare Events.

The NPP Fundraising Policy provides direction on the application of the NPP

Fundraising Program to support NPP and external entities Programs/
Events/Initiatives.

This is the cornerstone of fundraising and the acceptance of sponsorships and donations. Read and understand this policy.

#### The A-PS-110-001/AG-002 Morale and Welfare Programs in the Canadian Forces

indicates the "authority for Public Support to Canadian Forces Morale and Welfare programs administered by CFMWS and NPP".

Read and follow the A-PS-110 to identify those cost elements that are generally a public responsibility, and therefore, not eligible for NPP donation and sponsorship support.

The A-FN-105-001/AG-001, Policy and Procedures for Non-Public Property (NPP) Accounting "deals with all aspects of NPP accounting for the Canadian Forces." The

NPP donation and sponsorship accounting procedures are outlined in Chapter 29.

Read and follow the NPP donation and sponsorship accounting procedures outlined in Chapter 29 for an understanding of the accounting portion, official tax receipt, HST/GST, and logging PIK.

The Chief of the Defence Staff Delegation of Authorities for Financial Administration of Non-Public Property "sets out the policy and standards and identifies those positions that are delegated Non-Public Property financial signing

authority by the Chief of the Defence Staff."9 The delegated authorities to approve both fundraising (NPP and external) Programs/Events and donation or sponsorship agreements are listed in the delegation tables.

Read and adhere to the delegated authorities tables when identifying the appropriate approval authority for both fundraising (NPP and external) Programs/Events and donation or sponsorship

The **Guidance for NPP Morale and Welfare Events** provides direction and guidance from a finance perspective to organizations and entities holding a NPP morale and welfare event.

Other relevant policies to be referenced as required include:

- a. NPP Advertising Policy (to be promulgated)
- b. DND and CAF Code of Values and Ethics
- c. NPF Conflict of Interest Policy
- d. NPF Values and Ethics Policy
- e. Values and Ethics Code for the Public Sector
- f. NPP Hospitality Policy

#### 3.2 CONFLICT OF INTEREST

The purpose of the conflict of interest section of the guide is to protect CFMWS' interest when it contemplates entering into an arrangement that might benefit the private interest of an AA and any other person empowered to make decisions on CFMWS' behalf. A conflict of interest (COI) occurs when CFMWS personnel is involved in multiple interests, one of which could possibly corrupt the motivation for an act in the other. A conflict of interest can become a legal matter for example when an individual tries (and/ or succeeds in) to influence the outcome of a decision, for personal benefit. It is common for CAF and/or CFMWS personnel to have two functions. Sponsorship and purchasing decisions must be made independently from one another. A person with two roles may experience situations where those two roles conflict. These differing roles will certainly provide an incentive for improper acts in some circumstances. Beware of companies offering gifts to get favourable attention and trying to influence purchasing decisions. For example, a company may offer a cash donation or a substantial sponsorship arrangement if you agree to buy from their company.

.

<sup>&</sup>lt;sup>9</sup> NPP Financial Delegation Table

#### 3.3 CONSOLIDATED INSURANCE PROGRAM

Generally, insurance coverage is provided for a NPP MW Event as part of the Consolidated Insurance Program (CIP). Due to the unique circumstances surrounding an event a notice outlining the program/event must be forwarded to the CFMWS CIP Manager. The CIP manager will liaise with the insurance underwriter to ensure all risks have been appropriately mitigated. The NPPAM and/or RAM are the point of contact in ensuring CIP Manager has been briefed on the MW Event.

#### 3.4 **AUTHORIZED NPP PROGRAMS/EVENTS**

Figure 4 is a tool to help determine if the event is an NPP Program/Event requiring donation and sponsorship support.

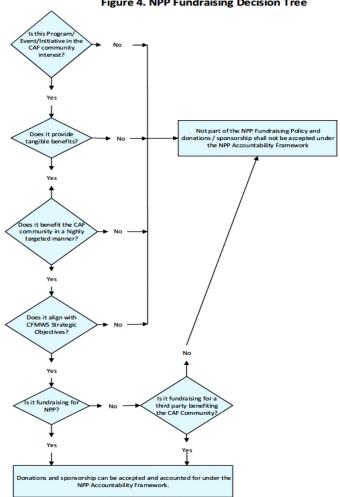


Figure 4. NPP Fundraising Decision Tree

#### **Unauthorized NPP Programs and Events**

Donations or sponsorships should not be used to sustain any NPP Program/Event that is no longer requested by NPP Beneficiaries or no longer cost effective to operate.

Installation or command sponsored events such as change of command, retirement ceremonies and unit social functions that are not NPP Programs/Events may not receive benefits from the NPP Donation and Sponsorship Program.

Change of command and retirement ceremonies that are not NPP Programs/Events may not receive benefits from donations and Sponsorship.

#### **Public and NPP Program/Event**

When an NPP Program/Event contains both Public and NPP elements, the permission to solicit donations and sponsorships and the fundraising activity/program is limited to the NPP funded portion of the Program/Event.

#### **Public Event**

When the unit event is a public event, public policies and procedures apply (Financial Administration Manual (FAM) Chapter 1017-1 Management of Hospitality Expenditures Defence Administrative Orders and Directives (DAOD) 7021-4).

#### Example

The Soldiers' Christmas Dinner is considered a Public event so the costs of the meal are provided at Public expense. That said, additional items such as nuts, chocolate, 2x beverages/member (alcoholic or not) are to be provided through NPP funds and could be covered by Base Funds.

Principal Authorized Agents shall refer Commanders to the Public Policies when soliciting donations and sponsorships for Public events, specifically Defence Administrative Orders and Directives (DAOD) 7021-4.

#### **NPP Event**

The event must meet the policy requirements of the NPP Fundraising Policy. The event must be approved, meet CFMWS objectives, be developed and delivered for the military community, respond to a need, and benefit NPP Beneficiaries or add value to unique requirements of the military community.

Milestone events may be approved as an NPP Event that requires donations and sponsorships if the Policy requirements are met. A unit CO may initiate an entertainment event such as a mixed-mess dinner to celebrate the 75<sup>th</sup> anniversary for the unit. In this case, the unit CO could build a case that meets the policy requirements. Once the policy requirements are met, the CO may solicit donations and sponsorships for the unit event. A unit CO is coordinating an NPP golf tournament and the golf tournament requires donations for prizes. It would be permissible to solicit prizes within the NPP Fundraising Policy.

#### 3.5 AUTHORIZED DONORS AND SPONSORS

#### **Guidelines**

The reputation of the CAF and CFMWS has great value and must be carefully guarded. It must be appropriate for the CAF and CFMWS to be associated with an external entity providing the donation or sponsorship. The following guidelines help PAAs and AAs determine appropriate donors and sponsors.

Donations and sponsorships must not be sought, nor accepted:

- a. from companies listed on the Public Services and Procurement Canada (PSPC) formally Public Works and Government Service Canada Ineligibility List located <u>at Ineligible and suspended suppliers</u>
   Procurement Canada
- b. if not respectful of contractual agreements in place between NPP entities;
- c. if not respectful of strategic relationships at the National CFMWS level;
- d. if donation or sponsorship is likely to reduce public confidence in CFMWS' ability to impartially perform its duties;
- e. if the timing is inappropriate and likely to create an apparent, real or potential conflict of interest (COI), i.e., if such issues as calls for contract tenders or requests for proposals, litigation issues, issues of future business, etc. are outstanding or significant with potential sponsors;
- f. in situations that imply government endorsement, or the appearance of such endorsement, of any donor's/sponsor's, product or service;

- if perceived to be detrimental to CAF's or CFMWS' public image and/or whose main business is derived from questionable affairs including tobacco or pornography;
- h. It is not permissible to accept donation/sponsorship offers in-kind from businesses that provide products/services related to tobacco, pornography and weapons;
- It is not permissible to accept sponsorship or PIK donations from the cannabis industry (only cash donations are acceptable);
- j. if a religious message that might be deemed prejudicial to religious, cultural or community groups is conveyed; and
- k. on the basis of the donation and sponsorship history and anticipated value of their sponsorship and/or donation.

#### A sponsor may gain the following benefits:

- a positive community image from having their name and, by extension, their product or service, favourably linked to CAF/CFMWS activity (but without CAF/CFMWS endorsement);
- increased employee morale and pride through association with the CAF/CFMWS;
- c. establishing links between the CAF/CFMWS and the community;
- d. recognition in signage placement;
- e. opportunities for involvement in CAF/CFMWS media, advertising and promotional activities; and
- f. recognition of the sponsorship in the sponsor's publications, advertising and promotions (providing there is no implied or explicit endorsement of the sponsor's products or services by the CAF/CFMWS).

Companies do not use sponsorship to replace advertising, public relations or sales promotion. The benefits sponsorship offers are quite different, and the medium works best as part of an integrated marketing communications effort that includes the use of all marketing methods.

There are key considerations, specifically the 'alcohol', 'cannabis', 'tobacco', and the 'Defence Industry.

#### **Alcohol**

The CFMWS shall be cognizant of the potential harmful effects of promoting alcohol to the CAF community. When soliciting donations/sponsorships from alcohol related companies, it is requested to respect the following guidelines:

- a. do not undermine health promotion programs;
- b. do not direct promotions towards youth or during children's events;
- c. liaise with your local stakeholders (i.e., Health Promotion) to identify if the activation is appropriate;
- d. explore alternative donor/sponsor first (i.e., non-alcohol);
- rationalize why alcohol sponsorship is an appropriate solution to your sponsorship event needs; and
- f. request as part of the agreement that the alcohol company promote a responsible drinking message.

#### **Cannabis**

The Cannabis Act forbids any type of sponsorship, promotion or inducements of any kind such as but not limited to the proceeds from sales and fundraising. The Act does not however forbid the acceptance of donations from the cannabis industry. Donations must be freewill in nature with no expectation of any consideration in return.

#### **Tobacco**

The *Tobacco and Vaping Products Act* forbids any type of sponsorship, promotion or inducements of any kind. In addition, due to the negative impact of tobacco/vaping, donations from this industry are not to be accepted by NPP Programs or Events.

# Industry Sponsorship Donations Tobacco No No Alcohol Yes Yes Cannabis No Yes

Summary of Restrictions

#### **Defence Industry**

The defence industry comprise businesses that are specifically involved in research, development, production, service and support of military materiel, equipment and facilities such as aircraft, ships, tanks, related systems, as well as component parts and consumables.

B/W/Ship/Small Unit Commanders and PAAs must assess potential risks to the DND, CAF and NPP, with the aim of preventing real, perceived or potential conflict of interest. A donation and sponsorship risk assessment matrix for acceptance from the Defence Industry is included as Annex B to this guide. PAAs and AAs shall assess the risk of sponsorship and donation arrangements in terms of the following:

- a. <u>Low risk</u>. Low-risk is assigned to arrangements existing between NPP and an 'external entity' that has no dealings with the DND or CAF, <u>and</u> involving a sponsorship and donation commitment from an 'external entity';
- High-Risk. High-risk is assigned to arrangements existing between NPP and an 'external entity' that has dealings with the DND or CAF, or involving a sponsorship and donation commitment from an 'external entity' and

Low-risk sponsorship and donation arrangements do not require application of risk management procedures. High-risk sponsorship and donation arrangements must be assessed with the high-risk arrangement procedures using the donation and sponsorship risk assessment matrix (Annex B). A copy of the completed risk assessment matrix should be maintained to provide proof of completion.

Note that the authorized amount for the acceptance of donations and sponsorship from the Defence Industry supersedes these for Support Our Troops.

#### 3.6 AUTHORIZED SOLICITORS

PAA's and AA's may solicit and accept and solicit donations and sponsorships with proper authorities on behalf of approved NPP Programs and Events.

Principal Authorized Agents and AAs may be:

- a. members of the CAF in their NPP capacity; and
- b. Staff of the Non-Public Funds, Canadian Forces.

#### **Authorized Agents**

An AA is an individual that is trained and certified by CFMWS to solicit/accept donations and sponsorships from external entities in support of NPP Programs/Events.

The role and responsibility of the Authorized Agent is to:

- Solicit and accept fundraising revenue through donations and sponsorship on behalf of the Base/Wing Commander and Reserve Brigade/Region Commanding in accordance with the NPP Fundraising Policy and CDS Delegation of Authorities for Financial Administration of NPP;
- b. Ensure all Sponsor Support Agreements are completed for all sponsorship arrangements;
- c. Complete the requisite fundraising training in order to obtain the AA Certification; and
- d. Receive the appropriate approval prior to soliciting and accepting donations and sponsorships.

#### **Restrictions on Authorized Agents**

Procurement officers are not permitted to be AA's. For example, a CAF member who is a Supply Officer.

To ensure segregation of duties, the AA who negotiated the agreement must not also be the approval authority.

#### **Principal Authorized Agents**

There is one PAA per B/W or non B/W unit. With both an approval and a valid AA certification obtained from taking the PAA/AA course on the Defence Learning Network (DLN), AAs may negotiate donation and sponsorship arrangements on behalf of the Managing Director NPP for National NPP Programs/Events or Base/Wing/Ship Commanders and Reserve Brigade (Canadian Army)/Region (Royal Canadian Navy) Commanders (or equivalent) for Local NPP or external Programs/Events.

#### A PAA is appointed by:

- a. Managing Director NPP for National NPP Programs/Events;
- b. Base/Wing/Ship Commanders for Local NPP Programs/Events; or

c. Reserve Brigade/Region Commanding Officers (or equivalent) for Reserve Units.

The PAA acts on his/her behalf and under his/her control, on all matters relating to their NPP donation or sponsorship Program/Events and fundraising initiatives.

The role and responsibility of the Principal Authorized Agent is to:

- a. provide oversight of NPP fundraising activities including all units and satellite units supported by the Base/Wing;
- b. Complete the requisite Fundraising training in order to obtain the AA certification
- c. Approve AAs
- d. Limit and control the number of AAs
- e. Manage the AA team to include; ensuring proper accounting of donations and sponsorship revenue received, and ensure all sponsorship have completed the Sponsor Support Agreements; and
- f. Assess/monitor collaborations for donations/sponsorship fatigue

Ensure that the Non-Public Property Accounting Manager (NPPAM) and/or Regional Accounting Manager (RAM) or applicable representative is invited to be a member of the stakeholder committee to include the planning phases of the program/events. If there is a Public portion to the event, then the Base/Wing Comptroller shall also be invited to join the committee. It is to be noted that the Public share of funding is to be confirmed prior to the event.

#### **Volunteers (Non PAA or AA)**

Volunteers are the core of many NPP Programs/Events (i.e., recreation clubs) and play a role in achieving the CFMWS mission.

Volunteers shall not solicit or negotiate sponsorship agreements, but may connect potential sponsors with PAAs/AAs.

#### 3.7 APPOINTMENTS AND APPROVALS

#### **Principal Authorized Agent Appointment**

The Managing Director NPP as required and Senior Vice President PSP, (at the national level), Vice President Corporate Services (for Support Our Troops) and Base/Wing/Ship Commanders and Reserve Brigade/Region Commanders (or equivalent) (at the local level) are required to appoint, in writing, a PAA to manage their respective NPP fundraising (NPP and external) initiative on their behalf.

Prior to being appointed, PAAs must meet the training requirements.

An email or designation memorandum shall be sent to the NPP Donation and Sponsorship Program Manager verifying the PAA appointment and providing their coordinates, including the following information:

- a. name;
- b. address;
- c. e-mail address;
- d. phone number; and
- e. verification that the training requirements have been met.

Upon the arrival of a new Base/Wing and Small Unit Commander, the PAA appointment document shall be updated and sent to the NPP Donation and Sponsorship Program Manager.

#### **Authorized Agent Approval**

PAA shall identify in writing those AAs who are approved to solicit donations and sponsorships at their applicable Base/Wing.

Authorized Agents must seek approval from the PAA (with delegated authority) prior to soliciting donations or sponsorship.

Authorized Agents must only seek:

- a. donations and sponsorships for approved NPP and external Programs/Events;
- donation and sponsorship revenue in accordance with the required need.
   Generally, it is not permissible to solicit \$10K for an event that identified a need for \$5K.

Solicitation efforts must be coordinated.

Companies/businesses usually have limited funds and it is more advantageous to CAF and CFMWS if smaller dedicated AA teams are established to solicit for NPP Programs/Events rather than several people soliciting each activity.

Companies/businesses usually have limited funds and it is more advantageous if one person solicits for all Programs/ Events rather than several people soliciting each for their activities.

#### 3.8 TRAINING REQUIREMENTS

#### **Training requirements**

PAA's and AA's must receive appropriate professional development training. Before approval to solicit or accept donations and sponsorship is approved, candidates must complete the following training available on the DLN:

- a. PAA/AA Training;
- b. "The NPP Financial Delegated Authorities and Contracting Course", or "The Fundamentals of NPP";
- c. "The NPP Contracting and Procurement Course"; and
- d. Annual briefing on ethics as available at your Base/Wing (CAF or Non-Public Funds).

Every attempt should be made to participate in any scheduled NPP Fundraising training workshops and webinars.

#### 3.9 AUTHORIZED AGENT TRAINING PROCEDURES

The PAA is responsible for managing their local AA teams, including the approval of certification requests. The purpose of this section is to provide the PAA with a description of the workflow required to certify a NPP Sponsorship and Donation AA. It is important not to have too many persons qualified to solicit sponsorships or donations at any one time at each installation.

Completion of the AA training certifies members of the CAF in their NPP capacity or Staff of the Non-Public Funds, Canadian Forces to solicit and accept sponsorships and donations in support of NPP/External programs and events.

Both a (1) valid AA certificate and (2) approval is required before solicitation and acceptance of donations and sponsorships is permissible. Renewal of certification is required every three years.

(1) The AA certificate is presented to those who complete the self-paced training course and receive a minimum score of 80% on the exam. The AA Certification is valid for three years. Individuals are not authorized to solicit

- and accept donations and sponsorships if the certificate has not been obtained or the certificate has expired.
- (2) AAs require approval, in writing, from the PAA (who has delegated authority) prior to soliciting or accepting donations or sponsorships.

The following step-by-step process must be completed by the responsible individual (bolded below). This process is also illustrated in Figure 5 as a workflow map

- Step 1. The **PAA** identifies a requirement to have an AA solicit and accept sponsorships and donations. Once a candidate has been identified, the PAA directs that the candidate complete the online AA Certification Request Form.
- Step 2. The **candidate** completes and submits the AA Certification Request Form online. A subsequent email, requesting approval to proceed, is sent to the PAA.
- Step 3. The **PAA** receives the candidate's request form via email and approves or declines the application.

Note: Applications for candidates requesting to solicit and accept sponsorships or donations for the Government of Canada Workplace Charitable Campaign, other Public activities will be declined, as these are not NPP Programs/Events.

- **3.1.** If the application is declined, the **PAA** advises the AA candidate.
- **3.2.** If the application is approved, the **PAA** forwards both the request form and their approval to the NPP Sponsorship and Donation Program Manager (gingras.david@cfmws.com) to initiate course assignment on the Defence Learning Network (DLN).
- Step 4. The **NPP Sponsorship and Donation Program Manager** assigns the course to the candidate's learning plan. The DLN sends an automated email to the candidate.
- Step 5. The **candidate** logs on to the DLN, registers for the AA Certification, and completes the course and exam.

Note: For technical assistance regarding the DLN, candidates shall contact the DLN Helpdesk at: dln-rad@forces.gc.ca.

Step 6. The **candidate** must pass the exam (minimum 80%). If the candidate is unsuccessful, he/she shall review the content and retake the exam as required.

- Note: An automated email is sent to the NPP Sponsorship and Donation Program Manager upon the successful completion of the exam.
- Step 7. Upon the successful completion of the exam, the **candidate** keeps a copy of the certificate for his/her files and forwards the certificate to the PAA.
- Step 8. The **PAA** files the certificate, adds the AA to the local registry and is responsible to monitor and manage the work of the AA.
- Step 9. The newly trained **AA** may solicit and accept donations and sponsorships for approved NPP programs and events with a valid certificate and approval from the PAA.

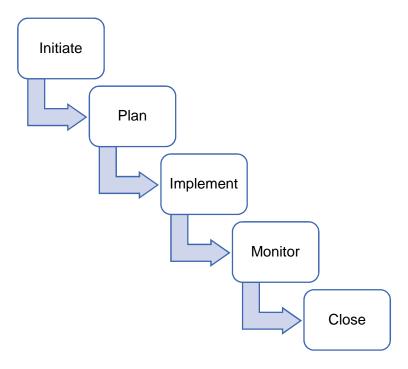
**Authorized Agent Certification Process** 1. Identify AA candidate and 8. File certificate, add AA to the direct him/her to local registry and manage AA 3.1 Advise AA 3. Approve candidate that request? request has been PAA 3.2 Forward request Request form form and approval email to NPP S&D Manager is automatically sent to PAA AA Candidate 2. Complete 5. Log on to DLN 6. Pass Exam? and launch course/ certificate & send a copy to the PAA for program/ fundraising event Database updated automatically DLN notification email automatically sent Program Manager to AA Candidate NPP S&D 4. Assign AA Oversight candidate's DLN learning plan

**Figure 5. Authorized Agent Certification Process** 

#### **4 PROCEDURES FOR SOLICITATION**

#### 4.1 THE DONATION, SPONSORSHIP, AND FUNDRAISING PROGRAM

The following step-by-step process provides guidance to those PAAs and AAs soliciting donations and sponsorship to support fundraising for NPP and external Programs/ Events. The procedures are broken into five main steps:



#### 4.2 INITIATE

#### A. Identify Need for Donation, Sponsorship, and fundraising

The delegated financial authority to approve an NPP or external Program and Event shall identify a need for donation, sponsorship and fundraising support. In addition, they shall seek financial advice from the local NPP accounting office or Business Partner for large events that require separate financial statements.

#### Example

- A program manager may identify a need for sponsorship support for a Family Day
  event to help ensure that the cost of the event is reasonable for the CF Community.
  The delegated authority to approve the Family Day Event must be consulted. Approval
  to proceed with the planning process would be provided by the delegated authority.
- Capt. Bloggins is the Chair of the unit's 10<sup>th</sup> Anniversary NPP event. The committee
  identifies a need to solicit donations to help offset the costs of the event and help
  ensure that the cost of the event is reasonable for the CF Community. Capt. Bloggins
  must document this requirement and submit the proposal to the approval authority.
  Approval to proceed with the planning process would be provided by the delegated
  authority.

## B. Define NPP or external Program/Event, Identify Requirements and Approve in accordance with the CDS Delegation of Authority for Financial Administration of NPP

Once a need has been defined and identified, the NPP or external Program/ Event requiring donations and sponsorships should be further developed, including identifying requirements and seeking approval.

A Briefing Note must accompany the submission for approval to the delegated authority (Annex A - provided with the Single Event Guide – (Annex A)).

- For Programs/Events that occur regularly (e.g. annually or bi-annually) the Briefing Note should provide the specifics details of the event.
- For *non-regular* Programs/Events, the Briefing Note should provide more detailed information in regards to the event itself and risks involved.

Specifically the Briefing Note includes the following information:

- a. name and date of the event:
- goals and objectives of the event;

- c. statement that verifies the *NPP Fundraising Policy* requirements have been met;
- d. outline of program/event;
- e. outline the risks, mitigating strategies and benefits (for non-regular Programs/Events);
- f. if required, Public and NPP components;
- g. Costing funding sources;
- h. anticipated level of donations and sponsorships required and key target donor and sponsor categories;
- i. recommendation to approve the event;
- approval signature block;
- k. overall budget; and
- I. donor/sponsor list.

Only those NPP and external Programs/Events that have been approved in writing are permitted to seek donations and sponsorships through fundraising – in accordance with the approved plan.

#### **4.3 PLAN**

# A. PAA/AA shall implement in accordance with Plan

With the approved Briefing Note, the PAA/AA may / shall support the initiative in the following manner:

- May become a member of the event planning committee;
- Shall identify the requirement for authorized agents and coordinate training;
- May liaise with CFMWS subject matter expert to interpret policies and answer questions regarding procedures;
- May provide policy and procedure guidance to the committee and authorized agents; and
- Shall coordinate and de-conflict solicitation efforts with other NPP Programs and Events.

# B. PAA/AA shall oversee Donation, Sponsorship, and Fundraising elements of the NPP/External Program/Event

# Sponsorship:

Formalize a Systematic Approach by setting partnering objectives, parameters and guidelines.

How do you begin to approach the actual implementation of a sponsorship strategy? To start, you must understand three important points:

- 1. Sponsorship works best as part of a committed and systematic plan;
- 2. Programs must understand the role of sponsorship for them it is a strategic initiative to save on cost and not to bring in the most money;
- 3. You must allow for the flexibility to approach each situation differently and adapt to the program/event needs; and

# Step 1: Take Inventory and Identify NPP/External Program/Event Benefits (Sponsorship Only)

An inventory is conducted to identify all benefits that may be available to a potential sponsor. This is a starting point to prepare an inventory of the property.

There are two types of inventory: Tangible and Intangible assets/inventory.

# Tangible Assets/Inventory:

The quantitative assets in a package, both measured and non measured (i.e: print & digital event posters, webinar banner ads, VIP tent access, 5 tickets to an event, 10-min speech, product sampling & demos, onsite signage, face to face interactions with 4,000 participants etc.).

# Intangible Assets/Inventory:

The qualitative assets that a sponsorship delivers. When a company buys sponsorship, it is primarily buying access to a property's intangibles (i.e. meeting a celebrity/senior leader, brand recognition, intellectual property/logo rights, behind the scenes tour, prestige of property, potential media coverage, reduced sponsorship clutter etc.)

Intangible benefits can significantly impact the value of your sponsorship packages well above and beyond the value of the tangibles. Intangibles are what distinguish one property from another, and what distinguish sponsorship from the rest of the marketing mix. They can include:

- 1. Prestige of your property. Sponsorship's big value is in your property's marks and logos. By definition, when a company buys a sponsorship, it is primarily buying access to intangibles. It is buying an association with your air show and the right to promote the association. Create added value by building equity in your air show's brand.
- 2. Recognisability and awareness. Make sure your marks and logos are meaningful to the widest audience possible. Focus on increasing the likelihood that sponsors' use of your marks and logos will have widespread relevance among your audience. Create added-value by promoting your brand.
- 3. Audience interest or loyalty. If you build a lot of loyalty and goodwill with your audience, they will "sponsor" your sponsors. Create value by educating your audience on the importance of your sponsors, and then demonstrate to sponsors that your audience has a higher propensity to purchase their products than a non-sponsor competitor does.
- 4. Category exclusivity. Sponsors want to differentiate themselves from their competitors and they can do so if you offer category exclusivity. More value is added the further it extends and the more categories it extends to. If you cannot offer category exclusivity, create value by giving each sponsor title to their own area or event so that they have something that is exclusively theirs.
- 5. *Protection from ambush.* If non-sponsors can look like sponsors, your sponsors are ambushed. Do not sell benefits a la carte. Create value by ensuring only sponsors get the spotlight at your show.
- 6. Manage sponsor clutter. Manage the number of companies allowed to promote to your audience and make sure each of your sponsors is noticed. Create value by selling fewer, but bigger, deals and by giving each of your high level sponsors a proprietary program.
- 7. Ability to activate. Understand your sponsor's business and how they distribute and market their product. Then suggest turnkey promotions involving your property that will excite their customers. Create value by understanding how your air show can help your sponsors achieve their sales and marketing objectives.
- 8. Networking opportunities. Co-sponsors can add value if they offer opportunities for cross promotions, new distribution channels and new business. Create value by soliciting blue-chip companies from different business categories.
- 9. *Media coverage potential*. Media coverage builds awareness and drives attendance. Create value by securing media partners and tracking media coverage from one year to the next.

10. Established track record. Fulfill every benefit that was promised and, when possible, over-deliver. Strive for a sponsor renewal rate above 70 percent. Provide timely and thorough follow-up reports. Create value by making the sponsorship as turnkey as possible.

If you develop and include these intangible benefits in your sponsorship packages, you are adding value to your packages above and beyond the value of the tangible benefits alone. In addition, by justifying your fees based on the value of the benefits you deliver both tangible and intangible - you should be able to convince sponsors that your fee is fair and reasonable.

Use the following categories to catalogue everything that could be of value to a potential sponsor. You will probably not use all or even most of these items, but it creates a menu from which to develop customized proposals/packages for your potential sponsors.

Note: The types of benefits that are most valuable to smart sponsors who take a best-practice approach to connecting with their target markets—the blue-chip benefits that create win-win-win sponsorships—are marked with an asterisk (\*). This is not to say that the other benefits should be ignored or minimized, but that you should endeavor to include at least some blue-chip benefits in every proposal.

# 1. Naming rights

- Naming rights sponsorship (perceived 'ownership' of the event);
- Presenting sponsorship;
- Naming rights or presenting sponsorship of a section, area, entry or team;
- Naming rights or presenting sponsorship of a day, weekend or week at the event;
- Naming rights or presenting sponsorship of an event-driven award, trophy or scholarship;
- Naming rights or presenting sponsorship of a related or subordinated event; and
- Supporting sponsorship.

# 2. Exclusivity

- Category exclusivity among sponsors at or below a given level;
- Category exclusivity among sponsors at any level;
- Category exclusivity in event-driven advertising or promotional media; and

Category exclusivity as a supplier or seller at the event.

Note: While you may not grant exclusivity to a sponsor supporting at a lower level, one should consider the short and long-term effects of having "industry competition" at your event. Use your best judgment when considering this.

# 3. License & Endorsements

- License to use sponsee or event logo(s), images and/or trademark(s) for the sponsor's promotion, advertising, or other leverage activities;
- Merchandising rights (the right to create co-branded merchandise to sell); and
- Product endorsement (your event or organization endorsing the sponsor's product).

# 4. On-Site

- Dedicated space to carry out on-site leverage activities;
- Sampling opportunities;
- Demonstration/display opportunities;
- Exhibition space;
- Opportunity to sell product on-site (exclusive or non-exclusive);
- Coupon, information or premium (gift) distribution; and
- Merchandising (sponsor selling dual-branded products).

### 5. Exclusive Content\*

Note: When we reference content, this could be used by the sponsors in social media, websites, apps, customer and staff communications, videos, advertising, or more.

- Provision of content for sponsor activities (for example, weekly health tips, star athlete's training diary, pertinent articles, podcasts, other exclusive downloadable content etc.);
- Provision of online 'events' (for example, online chat with a star, webcast, webinar);
- Access to venue, athletes, celebrities, artist, curator, etc. for creation of new, exclusive content; and

 Access to background information, statistics, photos, video clips, autographs, Q&As, etc. for creation of new, exclusive content.

# 6. Other Online\*

- Promotion of relevant sponsor leverage activities through sponsee's social media activities, e-newsletter, and/or website;
- Promotion of sponsor through sponsee's social media activities, enewsletter, and/or website;
- Ability for sponsor to add value to sponsee fans/followers via sponseecontrolled social media;
- 'Signage' on sponsee website and/or e-newsletter;
- Promotion or contest on sponsee social media, e-newsletter, and/or website: and
- Links to sponsor website from sponsee website.

#### 7. Customer Added-Value\*

- This section is about providing benefits that the sponsor can pass on to their target markets in order to reinforce their relationships;
- Access to event, parking, or merchandise discounts for customers or a specific customer group (for example, frequent flyers, Gold Card holders);
- Access to event, parking or merchandise discounts, or other perks for customers;
- Exclusive access to an event, area, contest/prize, service, celebrity or experience for all or a specific group of customers; and
- Early access to tickets (before they go on sale to the general public).
- Block of tickets, parking etc. that the sponsor can provide to loyal customers. Can be provided with or without naming rights to that section (for example, the Acme Energy Best Seats in the House);
- Proofs of purchase for discount admission;
- Proofs of purchase for discount or free parking; and

• Proofs of purchase for premium item (for example, people can trade three proofs of purchase for a free program).

# 8. Signage

- Venue signage (full, partial or non-broadcast view);
- Inclusion in on-site event signage (exclusive or non-exclusive);
- Inclusion on pre-event street banners, flags etc;
- Press conference signage;
- Vehicle signage;
- Event participant uniforms; and
- Event staff shirts/caps/uniforms.

# 9. Hospitality

- Tickets to the event (luxury boxes, preferred seating, reserved seating or general admission);
- VIP tickets/passes (backstage, sideline, pit passes, press box etc.);
- Celebrity/participant meet-and-greets;
- Sponsorship-related travel arrangements, administration and chaperone (consumer prizes, VIP or trade incentives);
- Access to or creation of what-money-can't-buy experiences\*; and
- Development of customized hospitality events to suit the interests of the target market (high-end, adventurous, behind-the-scenes, for their families or kids etc).\*

# 10. Venue

- Input in venue, route and/or timing; and
- Use of sponsor venue for launch, main event, or supporting event.

# 11. Contracts – Sponsor Support Agreements

- Discounts for multi-year contracts; and
- First right of refusal for renewal at conclusion of contract.

# 12. Database Marketing

- Unlimited access to event-generated database(s), such as member lists, for direct marketing follow-up (be careful not to breach privacy laws, which vary from country to country);
- Opportunity to provide inserts in sponsee mailings;
- Rental/loan of sponsee database for one-off communication with people who have opted into third-party promotions:
- Opportunity to run database-generating activities on-site; and
- Opportunity to run database-generating activities on-site as a requirement for attendee admission.

# 13. Employee/Shareholders\*

- Participation in the event by employees or shareholders;
- Access to discounts, merchandise or other sponsorship-oriented perks;
- 'Ownership' of part of the event by employees (for example, creating an employee-built and run water station as part of a marathon sponsorship);
- Provision of a celebrity or spokesperson for meet-and-greets or employee motivation;
- Creation of an event, day or program specifically for employees;
- Creation of an employee donation or volunteer program;
- Opportunity to set up an employee recruitment station at your event; and
- Distribution of employee recruitment information.

## 14. Public Relations

- Inclusion in all press releases and other media activities;
- Inclusion in sponsor-related and media activities; and
- Public relations campaign designed for sponsor's market (consumer or trade).

# 15. Ancillary & Supporting Events

- Tickets or invitations to ancillary parties, receptions, shows, launches etc; and
- Signage, sampling and other benefits at ancillary parties, receptions, shows, launches etc.

# 16. Other Promotional Opportunities

- Custom-design of a new event, program, award or other activity that meets the sponsor's specific needs;
- Securing and administration of entertainment, celebrity appearances etc. to appear on sponsors' behalf;
- Provision by sponsor of spokesperson/people, celebrity appearances, costumed character etc. for sponsored event;
- Opportunity to provide prizes for media or event promotions; and
- Couponing/advertising on ticket backs.

### 17. Media Profile

- Inclusion in all print, outdoor and/or broadcast advertising (logo or name);
- Inclusion on event promotional pieces (posters, fliers, brochures, buttons, apparel etc.—logo or name);
- Ad time during televised event;
- Event-driven promotional radio or television schedule (you provide them with part of your advertising); and
- Event-driven outdoor (billboards, vehicle, public transport).
- Sponsor/retailer share media (themed display ads, 30/30 or 15/15 broadcast); and
- Ad space in event program, catalogue etc.

# 18. Research

Access to pre- and/or post-event research; and

 Opportunity to provide sponsorship- or industry-oriented questions on event research.

# 19. Pass Through Rights

- Right for sponsor to on-sell sponsorship benefits to another organization (this is always pending sponsee approval). An example would be a telecommunications company on-selling part of a sponsorship to Nokia. They would then usually leverage the sponsorship jointly;
- Right for retailer sponsor to on-sell sponsorship benefits to vendors in specific product categories; and
- Right for retailer sponsor to involve vendors in sponsorship-driven instore promotions.

### 20. Contra

- Opportunity for sponsor to provide equipment, services, technology, expertise or personnel useful to the success of the event in trade for part of sponsorship fee;
- Opportunity for sponsor to provide media value, in-store/in-house promotion in trade for part of sponsorship fee; and
- Opportunity for sponsor to provide access to discounted media, travel, printing, or other products or services in trade for part of sponsorship fee.

### 21. Production

- Design and/or production of key sponsor events (hospitality, awards etc.);
- Hiring and/or administration of temporary or contract personnel, services and vendors for above; and
- Logistical assistance, including technical or creative expertise.

### 22. Cause Tie-In

- Opportunity to involve sponsor's preferred charitable organization or cause; and
- Donation of a percentage of ticket or products sales to charity.

# Step 2: Sponsorship Valuation

When a company buys sponsorship, it is primarily buying access to intangibles, such as an association with NPP and the right to promote that association. There are a number of web sites that you may consult that provide guidance and advice on sponsorship valuation such as:

# http://www.sponsorship.com/

Note: "Price Adjusters" After calculating the value of benefits, properties and sponsors must factor in additional variables, such as category competitiveness, which can move the final price upwards or downwards.

# Step 3: Conduct risk assessment(s)

Risks to consider:

- Adverse reputational consequences:
  - Conflict of Interest and procurement (i.e. it may not be permissible to solicit donations and sponsorship from those companies that have a contract with the CAF or CFMWS);
  - Unhappy partners (i.e. always under promise, over deliver)
- Sponsor fatigue; and
- Financial dependency (unstable sources of funding destabilizes program delivery).

### **Step 4: Identify partner opportunities**

Vet all prospect and take into consideration the following:

- Conflict of interest:
- Contract tenders; and
- Ethical considerations.

Step 5: Create sponsorship package or fundraising plan, distribute and review with sponsor – adjust accordingly.

Step 6: Consolidate & submit solicitation plan to B/W commander for approval

#### 4.4 IMPLEMENT

The implantation stage involves the following:

Step 1: Seek and select partners IAW with the solicitation plan.

Step 2: Develop and negotiate Sponsor Support agreement(s) (contract) Annex B.

Key elements of a sponsorship agreement

- The Parties:
- Term of the agreement, termination and consequences of early termination;
- Renewal options;
- Sponsorship fee (plus or inclusive of tax);
- Obligations of both parties;
- Intellectual property rights;
- Disposal/return of materials used/unused;
- Force Majeure;
- Liability insurance;
- Indemnification of His Majesty;
- Delegated signing authorities;
- AA;
- DOA; and
- Sponsor signature.

Note: All sponsor support agreements have to be completed by the PAA or AA. Since the Sponsor Support Agreement has been reviewed by Canadian Forces Legal Advisor (CFLA) any changes considered can only be approved once risk of acceptance is considered.

# Step 3: Review arrangement and submit to appropriate level for approval.

Note: Discuss with local NPP Accounting Manager/ Business Partner for the proper reporting of sponsorship and donation revenue

## 4.5 MONITOR

The monitoring stage involves the following:

# **Step 1: Manage the relationship(s)**

Invoices, tax receipts and accounts receivable.

# Step 2: Begin activation(s)

- Onsite or virtual;
- MARCOM execution; and
- Event operations & hospitality.

Note: Always maintain ongoing program report IOT submit After Action Plan to PAA during closing phase.

### 4.6 CLOSE

The closing stage involves the following:

Step 1: Recognition & maintenance (thank you letters, recognition gifts, cheque presentations etc.).

**Step 2: Collect/reconcile outstanding payments.** 

Step 3: Measure performance & report (i.e. analytics, sponsor visibility reports).

Step 4: Establish lessons learned from events for future reference included in After Act Plan.

Annex A – Sponsor Support Agreement Template

Annex B – NPP Donation and Sponsorship Risk Acceptance Matrix for Acceptance from the Defence Industry

#### NPP SPONSOR SUPPORT AGREEMENT

# **BETWEEN**

HIS MAJESTY THE KING IN RIGHT OF CANADA AS REPRESENTED BY THE (INSERT NAME OF BASE/WING/UNIT COMMANDER) IN HIS NON-PUBLIC PROPERTY CAPACITY THROUGH THE (INSERT NAME OF BASE/WING/UNIT) NON-PUBLIC FUND (NPF)

### AND:

# (INSERT NAME OF SPONSORING COMPANY AND FULL ADDRESS)

WHEREAS (Insert name of sponsoring company) (also referred to in this Contract as "Sponsor") is desirous of becoming: A Sponsor of the \_\_\_\_\_, as defined in section 4.1 as the "Event". 1. INTRODUCTION This Agreement between \_\_\_\_\_ and \_\_\_\_ (jointly referred to as the "Parties") sets out the arrangements between the Parties with respect to sponsor support status of this event. 2. **DISCLAIMER** 2.1 The Parties understand and agree that the benefits and responsibilities detailed in this Agreement do not create a relationship of agency, partnership or joint venture between the Parties. 3. **OBJECTIVES AND SCOPE** 3.1 As outlined in Paragraphs 5-6-7-8 4. **DEFINITIONS** The "Event" is defined as the Non-Public Fund (NPF) event, activity or program being sponsored. For purposes of this Agreement, the "Event" is defined as: DND: refers to "Department of National Defence". CAF: refers to "Canadian Armed Forces". 4.3 5. RESPONSIBILITIES OF THE SPONSOR: As a Sponsor of in return for recognition as outlined in Section 6, the Sponsor shall provide or perform the following:

| 5.1    | Provision of Logo: | The Sponsor shall p | provide its corpora | te logo/company   | name in the digi  | tal |
|--------|--------------------|---------------------|---------------------|-------------------|-------------------|-----|
| forma  | at directed by     | ?, for use by       | "Name of base/wi    | ng/unit" in mater | ials promoting or |     |
| displa | ayed at the Event. |                     |                     |                   |                   |     |

- 5.2 Corporate Positioning: Whenever the Sponsor refers to "name of Event", or to its status as a "Sponsor" in accordance with paragraph 7, section 7.1, the Sponsor shall refer to "name of base/wing/unit" in an appropriate manner which conveys "name of base/wing/unit" management and control of the Event.
- 5.3 Approval Process for Promotional Material:

All materials and advertising produced by the Sponsor which relate to "name of base/wing/unit" or the Event, shall be sent to "name of base/wing/unit" for advance approval in writing. It is understood that this approval process requires a minimum forty-eight hour/two workday turnaround. This approval process applies to and is not limited to the Sponsor's name and/or logo being used in conjunction with:

- (i) The words and associated logos of "Canadian Forces Morale and Welfare Services (CFMWS)", "Personnel Support Programs (PSP)", "Non-Public Property (NPP)", "Non-Public Fund (NPF)"name of base/wing/unit" or the Event known as "name of Event"
- (ii) Any other logo as applicable; examples could be SUPPORT OUR TROOPS, Yellow Ribbon, etc";
- (iii) Any logos associated with the Event;
- (iv) Photographs or videos of personnel and employees of the foregoing organizations.

Further, it is understood that "name of base/wing/wing" does not have the authority to grant approval for the use of any DND or CAF imagery or association. However, should such a use be suggested by the Sponsor and be deemed appropriate by, "name of base/wing/unit" will forward the proposed use through the appropriate DND channels for approval consideration. The time frame for such approvals is at the discretion of DND. "Normally within 48 hrs" Prohibited uses include use of:

- (i) The words "Department of National Defence", "DND", "Canadian Armed Forces" or "CAF";
- (ii) The name of any component, unit or other element of the Canadian Armed Forces or any abbreviation thereof or any words or letters likely to be mistaken therefor;
- (iii) Any picture or other representation of a member of the Canadian Armed Forces;
- (iv) Any uniform, mark, badge or insignia in use in the Canadian Armed Forces; or,
- (v) Any name, identifying logo, symbol, trademark, or derivative thereof, which would tend to identify groups or entities associated with the Canadian Armed Forces.

| 5.4  | Sponsorship Fee:                       |    |
|------|--|----|
| The  | Sponsor will pay the following amount: |    |
| (i)  | Example: \$6,000.00 + GST = \$6,300    |    |
| (ii) | Payment is due no later than dated     | 20 |
|      | •                                      |    |

5.5 Cheque submission:

Make cheque payable to: "Base/Wing/Unit or applicable entity"

Forward to:

Personnel Support Programs "Full mailing address of base/wing/unit or applicable entity"

# 6. RESPONSIBILITIES OF "unit or entity" NPP:

NPP will provide the following to the Sponsor in association with the Event:

#### 6.1 Limited use of Sponsor's Logo or Name:

The use of the Sponsor's logo or name shall be limited to its "Sponsor" status of the Event. "Name of base/wing/unit" may include a disclaimer as part of any promotional materials associated with the Sponsor.

# 6.2 Approval of Sponsor's Logo Use:

All material produced by "name of base/wing/unit "acknowledging the Sponsor, should any be produced, shall be sent to the Sponsor for name/logo approval, which shall not be unduly withheld. Any subsequent and necessary revisions shall also be forwarded to the Sponsor for approval in advance of final production. The Sponsor shall provide written approval, or notice of objection, within forty-eight-hours of receipt of the original material or any subsequent versions thereof.

# 6.3 Sponsor Support Associated With "name of event"

During the term of this Agreement, all materials produced by "name of base/wing/unit" in association with, in support of, or making reference to the Event will include reference to the Sponsor in a manner which reflects the official status granted to the Sponsor, as outlined in paragraph7, section 7.1. During the term of this Agreement, the Sponsor will receive, at minimum, for example (select as appropriate):

- 6.3.1 Recognition as Meal Sponsor;
- 6.3.2 Logo on Event Ticket;
- 6.3.3 Logo on Menu;
- 6.3.4 Logo on Event Banners;
- 6.3.5 Four Tickets to Event;
- 6.3.6 Four Commemorative Packages;
- 6.3.7 Recognition on Promotional Materials;
- 6.3.8 Recognition on Social Media; and
- 6.3.9 Recognition in "Thank You Ad".

#### 7 ADDITIONAL BENEFITS TO SPONSOR:

#### 7.1 Status:

Recognition as Gold\Silver\Bronze Sponsor connotes that the Sponsor is granted the right to use the following description in its promotional material:

- Meal Sponsor for Anniversary Gala (Example)
- Mutually agreed-upon phraseology(Example)

# 8 DENIAL OF APPROVAL

### 8.1 Denying Approval of Promotional Material:

"Name of base/wing/unit" may, in its sole discretion, refuse to use or display, or refuse to permit the use or display, of any advertising or promotional material including any material used by the Sponsor, which, in its sole judgement, would be unlawful, misleading, inappropriate, or otherwise prejudicial to "name base/wing/unit", the Canadian Armed Forces or the Department of National Defence. The Sponsor will promptly comply with any request made by "name of base/wing/unit" to remove or abstain from using or displaying any such advertising or promotional material.

### 9. INDEMNIFICATION/LIABILITY

- 9.1 HIS MAJESTY THE KING IN RIGHT OF CANADA, THE DEPARTMENT OF NATIONAL DEFENCE, THE MINISTER OF NATIONAL DEFENCE, THE CHIEF OF THE DEFENCE STAFF, STAFF OF THE NON-PUBLIC FUNDS, CANADIAN FORCES, and any of their employees, representatives or agents will not be responsible for any infringement of the Sponsor's intellectual property rights by others.
- 9.2 HIS MAJESTY THE KING IN RIGHT OF CANADA, THE DEPARTMENT OF NATIONAL DEFENCE, THE MINISTER OF NATIONAL DEFENCE, THE CHIEF OF THE DEFENCE STAFF, STAFF OF THE NPF CAF, and their employees, representatives and agents will not be responsible for any damages of any kind, including personal injury or death, whatsoever suffered by the Sponsor or any of its employees, representatives or agents as a result of any default under this Agreement where such default was not occasioned as a result of gross negligence of His Majesty.

### 10. INTELLECTUAL PROPERTY

10.1 The Sponsor grants to "name of base/wing/unit", His Majesty the King in right of Canada the non-exclusive, limited right to use the Sponsor's trademarks and trade name solely to identify the Sponsor's products with respect to the Event, including any administrative, advertising or promotional activities related thereto, for the term of this Agreement.

#### 11. PROPERTY/EQUIPMENT

11.1 "Name of base/wing/unit" is not responsible for the return of any material or equipment of any kind whatsoever utilized by the Sponsor, and will be free to dispose of any Sponsor property left in "name of base/wing/unit" possession at the conclusion of the Event.

### 12. SETTLEMENT OF DISPUTES

12.1 Any disputes between the Parties regarding this Agreement will be resolved only by consultation between the Parties and will not be referred to any third party for settlement.

## 13. AMENDMENT

13.1 This Agreement may be amended at any time during its effective period by the mutual written consent of the Parties.

# 14. DURATION AND TERMINATION

- 14.1 This Agreement will remain in effect until "insert date" 20\_\_\_
- 14.2 This Agreement may be terminated at any time by the mutual written consent of the Parties or upon sixty (60) days' prior written notice by either Party.
- 14.3 His Majesty may terminate this Agreement at any time without notice in the case of any event beyond the reasonable control of "name of base/wing/unit", including but not limited to, acts of God, postal interruptions, strikes, lockouts, other labour disruptions, public protests, riots, acts of

war, epidemics, fire, communication line failures, power failures, equipment or software malfunction, earthquakes or other disasters or emergencies, including any emergency as defined by the *National Defence Act*.

- 14.4 (a) In the event of early termination by His Majesty under either of paragraphs 14.2 or 14.3, only that portion of the Sponsor's payment which has not been expended or committed under contract with a third party(ies) to fulfill the objectives set forth in this Agreement shall be returned to the Sponsor. The Sponsor shall not be entitled to any other return of monies or any compensation for any other services or materials supplied by the Sponsor in connection with the Event.
- (b) In the event of early termination by the Sponsor under paragraph 14, section14.2, "name base/wing/unit" shall not be responsible to the Sponsor for a return of any monies paid by the Sponsor pursuant to this Agreement and the Sponsor shall not be entitled to any compensation for any other services or materials supplied by the Sponsor in connection with the Event.

#### 15. CONFIDENTIALITY

15.1. Subject to applicable law and government policy, the Parties will treat as confidential all information received from each other pursuant to this Agreement

### 15. ASSIGNMENT

16.1 The Sponsor shall not assign or otherwise transfer any of the rights or obligations under this Agreement without the prior written consent of His Majesty and any such assignment or transfer in the absence of such consent shall be null and void.

# 17. GOVERNING LAW

17.1 This Agreement shall be governed by the laws of the Province of \_\_\_\_\_\_, and the laws of Canada in effect therein.

#### 18. EFFECTIVE DATE AND SIGNATURES:

18.1 This Agreement becomes effective upon the date of its signature by a representative of His Majesty.

| For Name of Base/Wing/Unit:                    |              |
|--|--------------|
| a) Sponsor Support & Donation Authorized Agent | :            |
|  | Print name:  |
| Cianatura                                      |              |
| Signature                                      |              |
|  | Print title: |
| Date signed:                                   |              |
|  |              |
|  |              |
| b) Authority on behalf of His Majesty:         |              |
|  |              |
| Signature                                      | Print name:  |
| Olgridatio                                     |              |
|  |              |
| Date signed:                                   | Print title: |
|  |              |
| For : Name of Company/ Sponsor                 |              |
|  |              |
|  |              |
| Signature                                      | Print name:  |
|  |              |
| Date signed:                                   | Print title: |
|  |              |
|  |              |
|  | Print name:  |
| Signature                                      |              |
|  | Print title: |
|  |              |
| Date signed:                                   |              |
|  |              |
|  |              |
|  |              |
|  |              |

or a combination?

# NPP Donation and Sponsor Risk Assessment Matrix for Acceptance from the Defence Industry

| Sponsor/Donor Information  |       |  |  |
|--|-------|--|--|
| Company/Individual Name:   |       |  |  |
| ContactName:   |       |  |  |
|  |       |  |  |
| City:  |       |  |  |
| Postal Code:   |       |  |  |
| Phone Number:  |       |  |  |
|  |       |  |  |
|  |       |  |  |
| Sponsee/Donee Information  |       |  |  |
| Base/Division:   | Unit: |  |  |
| PAA:   | AA:   |  |  |
| NPP Program/Event Name:  |       |  |  |
|  |       |  |  |
| NPP Program/Event Description:   |       |  |  |
| Date of Program/Event:   |       |  |  |
| Arrangement Details  |       |  |  |
| Sponsorship or Donation:   |       |  |  |
| эропзог <u>ынр он Бонацон.</u>   |       |  |  |
| MoU #:   |       |  |  |
| Date Received:   |       |  |  |
| Term of Agreement:   |       |  |  |
| Dollar value of arrangement (for sponsorship arrangements indicate if tax is included or excluded): \$ |       |  |  |

Is the sponsorship/donation made in the form of money, goods, service or real property

| П |  |  |
|---|--|--|
|   |  |  |
|   |  |  |
|   |  |  |
|   |  |  |
|   |  |  |
|   |  |  |
|   |  |  |
|   |  |  |
|   |  |  |

| Туре  | Total Fair<br>Market<br>Value | Quantity                 | Fair Market<br>Value per Unit | Description           |
|---|-------------------------------|--------------------------|-------------------------------|-----------------------|
| Money                                       | \$                            |                          |                               |                       |
| Goods                                       | \$                            |                          |                               |                       |
| Services                                    | \$                            |                          |                               |                       |
| Real Property                               | \$                            |                          |                               |                       |
| Other                                       | \$                            |                          |                               |                       |
| Was a legal advisor                         | consulted prior               | to ac <del>ce</del> ptin | g the sponsorship             | o or donation?        |
| If yes, what is their                       | contact informa               | tion?                    |                               |                       |
| What benefits were                          | provided to the               | sponsor?                 |                               |                       |
| List all benefits                           |                               |                          |                               |                       |
| Comments  Criteria Checklist                |                               |                          |                               |                       |
| Criteria                                    |                               |                          |                               | Yes, No or<br>Unknown |
| High Profile/Visibili                       | ty (visibility out            | side of the E            | Base/HQ)                      |                       |
| Multiple Partners a arrangement)            | <u> </u>                      |                          | •                             | I in the              |
| Significant Financia                        | al Investment (g              | greater than             | \$50K)                        |                       |
| Alliances with Orga<br>(within last 6 month |                               | may be sub               | ject to litigation by         | the GoC               |
| Alliances with orga                         | nizations who r               | may have po              | oor environmental             | practices             |

| Criteria   | Yes, No or<br>Unknown |
|--|-----------------------|
| Alliance with organizations who may have questiona affiliations  | ble reputation        |
| Inconsistent with CFMWS values or programs   |                       |
| Policy operating principles have not been met  |                       |
|  |                       |
| Calculate the sum of all 'yes' and 'unknown' responses and check the cohave one 'yes' and one 'unknown', the sponsor is categorized as a med |                       |
| Low stake partner: 0-1 Yes or Unknown  |                       |
| Medium stake partner: 2-5 Yes or Unknown   |                       |
| High stake partner: 6-8 Yes or Unknown   |                       |
| Partner Assessment   |                       |
| For all medium- and high- stake partners, please asset<br>Include mission of the partner and identify mitigating s                           |                       |
| Signature of AA  | Date                  |
| Signature of PAA<br>Note: To be attached to proposal and retained on file.   | Date                  |
| Enclosed:  |                       |