

APPENDIX C

PROPOSED NEW VANCOUVER PARK BOARD SPONSORSHIP AND SPONSORSHIP NAMING RIGHTS POLICY

This appendix contains the proposed new Vancouver Park Board Sponsorship and Naming Rights Policy, recommended for approval in this Report.

SUBJECT:	Sponsorship and Sponsorship Naming Rights Policy	
CATEGORY:	Board Policy	POLICY NUMBER: <i>to be assigned</i>

PURPOSE

The purpose of this policy is to establish a Sponsorship and Sponsorship Naming Rights Policy framework that optimises non-tax revenue and value-in-kind benefits to support Park Board facilities, infrastructure, programs, and services. Additionally, the policy ensures that all Sponsorship and Sponsorship Naming rights agreements align with the Park Board's brand, image, policies/strategies, and goals.

SCOPE

This policy applies to Park Board Assets, funded and produced events, programs, services and facilities. For the avoidance of doubt, this policy does not apply to the following:

- Assets managed by the Vancouver Police Department
- Vancouver Public Library
- General naming of Streets and Parks
- City Hall
- Senior government funding programs
- Neighbourhood groups, service clubs, non-profit community organizations, or agencies that provide continuous support and leadership to Park Board programs, services, or facilities
- Donations or gifts

DEFINITIONS

- **Park Board Assets:** Events, programs, physical assets, services and other wholly owned and operated Park Board activities or assets. Examples of other Park Board activities or assets could include, but are not limited to, vehicles, equipment, publications, websites and digital applications, buildings, plazas and other Park Board-owned or operated real property.
- **Event:** An activity planned for a specific purpose.

- **Programs:** A set of initiatives, events or actions that collectively are planned for a specific purpose.
- **Sponsorship Naming Rights:** The right granted by the Park Board to name or rename a Park Board Asset, or parts of a Park Board Asset granted in exchange for financial consideration.
- **Sponsorship Naming Rights Agreement:** A legal contract outlining the terms of the agreement between the Park Board and Sponsor.
- **Sponsor:** The other party to an agreement with the Park Board for a Sponsorship or Sponsorship Naming Right.
- **Sponsorship:** The relationship formed between the Park Board and the Sponsor pursuant to a Sponsorship Agreement, whereby the Sponsor provides cash, in-kind services, or in-kind/benefits to the Park Board in return for permitted right of association with a Park Board Asset. These permitted uses may take the form of publicity, promotional activities, merchandising opportunities, or similar types of benefits. Forms of Sponsorship include:
 - Cash: A Sponsorship received in the form of money.
 - In-kind: Goods and services, other than cash, of value to the Park Board are received, provided always that the Chief Procurement Officer is satisfied that the provision of such goods and services is specifically related to the Sponsorship and therefore does not contravene the intent and effect of the Procurement Policy.
 - A combination of the above.
- **Sponsorship Agreement:** The agreement between the Park Board and Sponsor setting out their respective rights and obligations in relation to the Park Board Asset(s) and the Sponsorship.
- **Total Value:** The total amount of cash and the total fair market value of in-kind benefits to be received by the Park Board as a result of the proposed Sponsorship or Naming Rights agreement.

INTERPRETATION

All references in this policy to an employee, official, officer or other representative of the Park Board is deemed to include any designate, deputy, or anyone else properly authorized in writing or by Park Board resolution to act in that person's position.

POLICY STATEMENTS

1. Approval Authority

- 1.1. Any Sponsorship Naming rights agreement of a Park Board Asset will require Park Board Approval.
- 1.2. Park Board may, at its discretion, delegate the solicitation of Sponsorship or Naming rights of assets or groups of assets to the Park Board General Manager.
- 1.3. Delegation of authority to commit the Park Board to a Sponsorship, up to a Total Value \$250,000 is delegated to the Park Board General Manager, and execution of such

Sponsorships is delegated jointly to the Park Board General Manager and the City Solicitor.

- 1.4. The Park Board General Manager will be authorized to execute the agreement or may further delegate this authority at their discretion.
- 1.5. The Authority to commit the Park Board into a Sponsorship agreement with a Total Value less than \$50,000 may be delegated by the Park Board General Manager to a Park Board staff member, at their discretion.

2. Rules on the Application of Revenue

- 2.1 Sponsorship and Sponsorship Naming Rights revenues will be allocated by the Director of Finance in accordance with the following commitments in order of priority:
 - a) Fulfillment of Sponsorship and Naming rights obligations under the agreement.
 - b) To fund the overall administrative costs and staffing to coordinate Corporate Sponsorship and Sponsorship Naming Rights.
10. Other investment priorities identified through the Park Board's operating and capital budget planning processes.

3. Sponsor and Naming Rights Restrictions

- 3.1. The following will not be considered for prospective Sponsors and Sponsorship Naming Rights entities:
 - a) Parties that could reflect negatively on the Park Board's public image or prove detrimental to the Park Board's integrity and/or reputation or non-compliance of Park Board policy or strategies.
 - b) Parties that are disqualified from doing business with the Park Board due to ongoing litigation.
 - c) Parties that promote religious, political, or potentially divisive messages specific to any group or subgroup of the residents of Vancouver.
 - d) Parties that are registered as local elector organizations or political parties.

4. Principles of Solicitation of Sponsorship Opportunities

- 4.1. Sponsorship will be solicited in a manner that:
 - a) Is best value for the Park Board and its citizens, where best value means the rights and benefits to the Sponsor must be proportional to the Total Value being provided to the Park Board; and
 - b) Limit the contract term to maximize competitiveness and best value.
 - c) Provides a reasonable level of transparency and competition.
- 4.2. Non-competitive sponsorship proposals may be considered at any time, but the Park Board has no obligations to accept any.

5. Required Legal Terms and Conditions of Sponsorship and Naming Rights Agreements

- 5.1. All Sponsorship and Sponsorship Naming Rights Agreements must be on terms that expressly confirm that the Park Board does not endorse the products, services or ideas of any Sponsor, and that the Park Board retains full ownership and control over the Park Board Asset.
- 5.2. Sponsorship and Sponsorship Naming Rights Agreements must clearly outline and set out the limits of the rights in and to the Park Board Assets being granted by the Park Board to the Sponsor in exchange for cash and/or value in-kind.
- 5.3. All rights being granted need to be time-limited and scope-limited within the parameters set out within this Policy.
- 5.4. Sponsorship and Sponsorship Naming Rights Agreements will provide for a termination right by the Park Board if a Sponsor or Naming Entity: (i) breaches its obligations under it; (ii) takes action to bring the Park Board into disrepute or otherwise conflict with the Park Board's values, policies, or community standards or (iii) has a material change in its circumstances, such as bankruptcy, insolvency, or criminal activity associated with the named party. The Park Board will not be liable for any reputational or financial losses resulting from such termination.
- 5.5. Sponsorship and Sponsorship Naming Rights Agreements will require the Sponsor or Naming Entity to comply with all applicable laws including, without limitation, any laws that govern Sponsorship or advertising and any laws that govern privacy or freedom of information including the Freedom of Information and Protection of Privacy Act (British Columbia) and the Personal Information Protection Act (British Columbia).

6. Approval and Notification

- 6.1. A Sponsor must obtain express prior approval from the Park Board, acting in its sole discretion to approve the content of any sponsorship creative, branding, messaging, or other activation to be installed, placed, or deployed on any Park Board asset, including any approved use or reference to the Park Board brand or logo.
- 6.2. The Park Board will consult community centre associations, key partners and rights holders on aspects of sponsorship and sponsorship naming initiatives that could have an impact on their operations.

7. Monitoring, Reviewing and Reporting

- 7.1. It is the responsibility of the Park Board General Manager to ensure that the application of the Park Board's Sponsorship and Sponsorship Naming Rights Policy, and its financial and non-financial impacts on a Park Board-wide level, is monitored, reviewed, and reported annually.
- 7.2. A current list of all Sponsors under contract with the Park Board shall be listed for public view on the Park Board's website.
- 7.3. This Policy is to be reviewed by the Park Board General Manager or designate every two years and be updated as required.
- 7.4. The Park Board General Manager or designate and City Solicitor are authorized to make all such administrative amendments and modifications to the Policy as are considered appropriate from time to time to reflect changes in organizational structure or staff titles, to incorporate the policies of the Vancouver Public Library, Vancouver Police Department, City of Vancouver, and/or the City's affiliates that may be adopted

by them from time to time to better align with the Park Board's Policy, and any other elements of the Policy other than the elements which legally delegate authority reserved to Park Board from Park Board to Park Board staff.

8. Conflict of Interest and Ethics Responsibility

8.1. In making a decision, Park Board, or its delegate under this Policy, will have regard, without limitation, for the following:

- i. Potential, actual, or perceived conflicts of interest with the Sponsor;
- ii. Any existing contracts with the Sponsor;
- iii. Any existing regulatory applications from the Sponsor
- iv. Impacts to the Character, integrity and safety of a Park Board Asset
- v. Any limitation on the public's enjoyment or use of a Park Board Asset
- vi. Where the Sponsor may be detrimental to the Park Board's public image
- vii. Previous findings of violation of law

8.2. The Park Board will monitor the Sponsorship and Naming Rights Agreements to ensure compliance throughout the contract term.

REFERENCES AND RELATED POLICIES

This Policy must be read and applied in conjunction with the following related policies:

- Ethical Purchasing Policy
- Supplier Code of Conduct
- Code of Conduct Policy - Staff
- Budgets – Operating
- Budgets – Capital
- Visual Standards Guide
- Future Commemorative Naming Policy