

# **Sponsorship and Naming Policy**

**Date Created**: February 26, 2018 **Date Reviewed**: December 2022

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#### **Purpose**

The purpose of this policy is to establish the framework for the creation of productive partnerships between East Gwillimbury Public Library (herein referred to as either "EGPL" or "the Library") and any external corporation, foundation, individual, or other non-government organization (herein referred to as "the sponsor").

It is recognized that such alliances can provide financial and marketing support to partners of the Library while generating additional revenues to support the Library's mandate.

# Scope

This policy applies to all arrangements whereby any external corporation, foundation, individual, or other non-government organization sponsors or contributes to the Library's programs, events, collections, services, or activities, as defined below in the definition of sponsorship.

This policy does not apply to:

- Capital campaigns
- Philanthropic gifts or donations
- Grants of funds obtained from other levels of government
- Arrangements where the Library sponsors or contributes to external projects of another organization.

### **Definitions**

Sponsorship: A business exchange between the Library and the sponsor designed to mutually benefit both parties whereby the sponsor contributes funds, products, or in-kind services to the Library in return for recognition, acknowledgement, or other promotional considerations. A sponsorship involves an association between the Library and the sponsor and/or the specific program, event, service, or activity being sponsored.

# **Policy**

East Gwillimbury Public Library welcomes outside organizations to support the Library through sponsorships providing financial or in-kind contributions to enhance all Library services.

EGPL endorses the *Canadian Library Association's Position Statement on Corporate Sponsorship Agreement in Libraries* as approved June 1997, which supports the importance of public funding for the public good while allowing libraries to pursue supplementary funding, including sponsorships, to ensure that they provide the best possible services to their communities.

#### Guidelines

Sponsorship associations will be at the discretion of the Library. Only organizations that align with the Library's mission and strategic direction will be considered.

In developing sponsorship arrangements, the Library will:

- Not permit sponsors to have any undue impact on its policies, practices, and service priorities.
- Safeguard the principles of intellectual freedom and equity of access applicable to all library services, including but not limited to programs and collections.
- Protect the confidentiality of user records.
- Not allow direct marketing of products to children or accept any support that implies or requires endorsements of products.
- Diligently comply with the applicable conflict of interest guideline that no employee or member of the Library Board involved in the sponsorship process shall have any pecuniary interest either directly or indirectly in the sponsorship agreement.
- Be perceptive of local political and social climate and select partners who complement the Library's role and mission and does not compromise EGPL's image in the community.
- Evaluate the sponsorship after the set time period has expired.
- Ensure sponsorships are not conditional on Library performance results.
- Draw up a formal written agreement between the sponsor and the Library.

# **Sponsorship Agreement and Termination**

A sponsorship agreement with EGPL will be confirmed by a formal written agreement signed by representatives of the sponsoring individual(s), organization, or corporation, and authorized representative(s) of the Library. Any amount over \$10,000 requires a legal agreement. All agreements will outline the following:

- the responsibilities and deliverables for all parties involved,
- the terms of the sponsorship,
- a set time period,
- any recognition to be provided to the sponsor and the Library's right to terminate the agreement in accordance with the terms of this policy.

All obligations on the part of the Library and the sponsor will end upon termination of the sponsorship agreement unless otherwise specified in the agreement.

All Sponsorship agreements having an annual value of \$100,000 or less and a term of 3 years or less will be reviewed and approved by the Chief Executive Officer (CEO) of the Library. All other Sponsorship Agreements will be reviewed and approved by the Board in accordance with the *Procurement Policy*. EGPL has the right to refuse any sponsorship agreement that in its absolute discretion contravenes the mission and vision of the Library.

The Library reserves the right to terminate an existing sponsorship should conditions arise during the life of the sponsorship within the set time period as outlined in the agreement that result in it conflicting with this policy or that the sponsorship no longer supports the best interests of the Library. The right to refuse and/or terminate corporate contributions extends to support third-party fundraising for which the proceeds are designed to benefit the Library.

Unless noted otherwise in the agreement, all in-kind items shall become the property of EGPL and may be used, sold, or discarded up to the sole discretion of EGPL.

# **Recognition of Support**

Sponsors shall receive recognition that aligns with their level of contribution for the duration of and within the terms of the agreement. Recognition will coincide with the services supported by the sponsor.

The sponsor shall have marketing rights to promote their involvement with and support of EGPL, for the duration of the agreement, according to these standards:

- Sponsor marketing shall not dominate the Library's name or logo on any platform or in any location.
- Any public use of the Library's logo, name, or any other Library reference must be approved by the CEO.

While sponsorship involves a contracted business exchange arrangement between the sponsor and the Library, the Library will not be regarded as having officially or implicitly endorsed the sponsor or its products or services.

EGPL will adhere to Canadian Revenue Agency (CRA) guidelines relating to sponsorship revenue. A tax receipt will not be issued to any sponsor for any of its contributions to the Library under a sponsorship agreement, as the sponsor is receiving a reciprocal benefit from such business exchange with the Library.

### **Naming**

The authority to name rooms, programs, collections, or service areas rests exclusively with the East Gwillimbury Public Library Board. Naming will not result in any benefit or advantage to the person(s) involved.

#### **Branches**

The naming of Library branches and buildings will be delegated to the Town of East Gwillimbury, and subject to follow their Sponsorship and Naming Right Policy, with Library Board approval.

# **Rooms, Service Areas, and Collections**

The naming of rooms and service areas will be considered based on the following priorities:

• The naming of a room or service area will be the responsibility of the East Gwillimbury Public Library Board based on recommendations from the management team.

- The Library will consider naming a room or service area after an individual whose contributions to the Library or municipality are well documented and recognized.
- The Library may consider naming parts of its collection after an individual whose contributions to the Library or municipality are well documented and recognized.

# Naming Opportunities With a Gift

The Library may consider naming branches, rooms, service areas, or collections after a donor on a case-by-case basis.

The use of corporate names will require special consideration.

Naming opportunities are contingent on the fulfillment of the gift or donation and are approved on that condition.

Recommendations for naming a room after an individual or organization in recognition of a significant financial donation will be presented to the Library Board.

In the naming of a room, the physical condition of the room must be assessed to ensure that it projects a positive image of the donor.

The proposed naming opportunity should complement the purpose of the donation.

#### **Recognition Signage**

Signage may be offered to a donor gift that is over \$50,000. The Library will determine the appropriate signage with wording approved by the Library Board. This signage will include those donors who collaborate to contribute a significant amount to the Library. Signage or plaques will contain the name of the honoree(s) and the date of dedication.

#### **Naming Criteria**

Suggestions for names in honour of individuals must be accompanied by a written biography of the individual, including a description of the individual's significant contribution and an explanation of why the honour should be given. This will be kept on file and reviewed as opportunities arise.

Names considered shall reflect the diversity of the communities, contributing to the ethnic, social, and economic well-being of the municipality and honour significant contributions made by individuals, groups, or organizations to the community.

Names shall not discriminate against people in accordance with the Ontario Human Rights Code. Names shall not be derogatory or political in nature. Names that convey a secondary negative or offensive connotation, inappropriate humour, slang, or double meanings, shall be avoided. Names must not, considering generally prevailing community standards, be likely to cause deep or widespread offense.

If the proposed name will identify a specific person, consent of the individual, or if deceased, consent of the family or next of kin is required.

Names should not be divisive in nature. When an individual or group is identified by a name, best efforts should be taken to ensure that the name is not seen as linked with discrimination, oppression, and systemic racism nor in violation of community standards.

### **Power to Withdraw**

If, at any time following the approval of a naming opportunity, circumstances change substantially such that the continued use of a particular name may compromise the public trust or brings into disrepute the name and/or image of the Library, the Library Board has the authority to withdraw the naming opportunity.

EGPL reserves the right to withdraw naming opportunities if a sponsor or donor defaults on a payment.

# **Related Policies**

**Donations Policy**