



Privacy Commissioner
Te Mana Mātāpono Matatapu

Corporate Partnership and Sponsorship Policy

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Purpose and application

The Office of the Privacy Commissioner (the “Office”) seeks to promote and protect privacy in New Zealand.

To meet our operating intentions, the Office, from time to time, considers a broad range of working arrangements and resourcing options. Part of this process is an assessment of partnership and sponsorship arrangements with a variety of organisations.

The Office is an Independent Crown entity and any partnership or sponsorship relationship will not be entered into which may be perceived as adversely impacting on that independence in undertaking its regulatory functions.

The scope of partnership and sponsorship arrangements is broad – they may range from providing speakers to reach key audiences, supporting conferences and workshops, participating in networking events, to facilitating supply of information and advice to organisations. They may also include the acceptance of funding to support activities, such as: research, training, promotion, and compliance and policy development processes.

The policy presents legal, ethical, and practical issues to be addressed when considering the establishment of partnership and sponsorship arrangements where there is a substantial transfer or joining of resources.

What are sponsorships and partnerships?

For the purposes of this policy, sponsorship is an arrangement between the Office and another organisation in exchange for money, goods or services to support the activities of the Office.

A partnership may be considered to be an arrangement between the Office and a private sector company, corporation or other government entity to jointly achieve a shared goal.

The value of sponsorship and partnership arrangements to the Office

Appropriate partnerships and sponsorships will increase the range and level of financial and other resources available to the Office to assist it in promoting and protecting privacy in New Zealand.

Selecting partners and sponsors

The Office welcomes offers of creative partnership and sponsorship arrangements that may include monetary, non-monetary, and other forms of support for its activities.

The Office will consider partnership and sponsorship arrangements with other organisations and individuals where such an arrangement is consistent with the Office's purpose of promoting and protecting privacy in New Zealand. The value and potential of all substantial proposed arrangements will be considered against criteria presented in this document.

The Office reserves the right not to accept any proposals, and, in particular any that are, or may be, perceived to either:

- be in conflict with its strategic objectives and priorities set out in its current Statement of Intent and Statement of Performance Expectations; or
- diminish its public standing or actual or perceived independence.

A special consideration – regulators undertaking partnerships and sponsorship arrangements

Partnerships and sponsorship arrangements hold both benefits and risks for public sector agencies. Benefits associated with entering into partnership and sponsorship arrangements with government agencies or private sector organisations must be balanced against the risk that they might create negative public perceptions of the arrangements or be counterproductive in some other way.

As a regulator of privacy in New Zealand, the Office is particularly conscious of its obligation to provide an independent, fair and impartial service to the community, business and government. To maintain public confidence in this role, the Office is particularly mindful of guidance from New Zealand Government agencies responsible for maintaining the integrity of public sector organisations and regulators.

As a regulator, the Office will, in particular, need to carefully consider sponsorship arrangements proposed by organisations that may be the subject of complaint or investigation under its jurisdiction. This document provides guidance as to factors to be included in this consideration.

Sponsorship principles

1. A sponsorship agreement will not impose conditions that would limit, or appear to limit, the Office's ability to carry out its functions fully and impartially.
2. There will be no actual conflict between the objectives and strategic priorities of the Office and those of the sponsor.
3. The Office recognises that in some cases it may receive sponsorship from organisations which are the subject of actions by the Office during the life of the sponsorship. The Office may accept sponsorship from those organisations where such sponsorship will not affect, nor be reasonably perceived to affect, the independence and impartiality of the Office.

4. Sponsorship will not involve explicit endorsement of the sponsor or its products.
5. Where sponsorship involves the supply of a product, the Office will measure that product against objective criteria to determine the value of the sponsorship.
6. Staff of the Office must not receive personal benefit from the sponsorship.
7. Sponsorship will be sought and granted by an open process.
8. Sponsorship proposals will be assessed against predetermined criteria contained within this Corporate Partnership and Sponsorship Policy, the Code of Conduct and the Risk Management Policy of the Office.
9. A sponsorship agreement will be confirmed in writing.
10. Sponsorship arrangements must be approved by the Privacy Commissioner and declared in the annual report.

Establishing and managing partnerships and sponsorships

This paper seeks to establish a sound risk assessment and management process, and provide a mechanism to facilitate appropriate decisions over whether to enter into a partnership/sponsorship arrangement, and when the Office should withdraw from such relationships. The process will support the establishment of partnership and sponsorship arrangements that will improve the Office's ability to meet its objectives and strategic priorities, and manage any associated risks.

The process involves:

- An initial consideration of purpose, benefits, costs and risks.
- Preliminary discussions
- Assessment of potential partners.
- Submission of a proposal to the Senior Leadership Team.
- Formalising the agreement.
- Management of the partnered project.
- Review and reporting of the partnered project.

Initial considerations

Initial consideration of a potential partnership or sponsorship arrangement should address purpose, anticipated benefits and costs, and potential risks. Primarily, the purpose must be consistent with the strategic objectives of the Office, the benefits should outweigh the

costs, and all identified risks should be able to be managed. A guide as to factors to be considered in these assessments is included in the *Decision Guide* (Attachment 1).

If a potential partnership/sponsorship passes these initial considerations, and there is knowledge and support from the Management team, then it is appropriate to take the next step.

Preliminary discussions

No action on developing partnered or sponsored projects should take place without the knowledge and support of the Management Team. If there is Management Team support, then exploratory discussions with appropriate potential partners/sponsors can take place.

Assessment of potential partners and sponsors

When discussions with potential partners or sponsors have generated some strong prospects, those partners should be formally assessed against the benefits and risks categories in the *Decision Guide* (Attachment 1).

Project submission to management Team

If potential partners or sponsors are assessed as suitable, then a submission should be made to the Management Team describing:

- Purpose, scope and duration of the proposal.
- Benefits to the Office of participation in the project, including revenue targets.
- Benefits to the partner of participation in the project.
- An analysis of risks (including a costing of Office resources required to run the project), and advice as to how these risks should be managed. Sponsorship and partnership arrangements should be quantified in order to properly value the relationship. Association with the Office has a considerable commercial and reputational value to private sector and public organisations that should be properly valued and not be undersold. Consideration should be given to expenditure, costs of establishment and administration of contracts, costs to the Office of delivering the outcomes promised to partners, and costs to the Office if the partnership agreement is breached and/ or cancelled.
- The arrangements with which the partnership or sponsorship will be formalised, which will ensure that conditions of the partnership are observed.
- Whether the Office has sufficient resources available to meet the administrative requirements of the partnership and sponsorship policy, and the specific requirements of the contract with the partner.

- A recommended course of action.

Formalising the Agreement

Depending on the scope of the arrangement, sponsorship and partnership agreements should be subject to a written agreement. This might take the form of an extensive MOU, a contract or an exchange of letters.

The basic items that should be covered in an agreement are the:

- purpose, scope and duration of the project.
- roles, responsibilities and deliverables of both parties.
- benefits to the Office and the proposed partner, including:
 - ♦ economic benefits;
 - ♦ branding of any events, resource, or activities;
 - ♦ the form or forms of partnership acknowledgment to be available; and
 - ♦ ownership and use of any intellectual property generated.

For more complex arrangements, the following conditions of the partnership/sponsorship should also be included:

- consequences of a breach of the Privacy Act (including if necessary, immediate termination of the partnership by the Office);
- a breach of the agreement;
- conditions affecting the sponsorship or partnership which may occur over time, such as a change in Office policies or work programmes;
- a conflict resolution clause;
- factors affecting renewal, and other factors identified at the Decision Guide at Attachment 1;
- the need for sponsors and partners to be aware that any information relating to commercial arrangements entered into by the Office may be requested by the Select Committee, and the Office will be obliged to table that information;
- the need for sponsors and partners to understand and agree to uphold the Office values if a product, service or event is to be co-badged with the sponsor/partner;
- any special conditions that may apply; and

The agreement should also emphasise that the partnership will have no actual or perceived impact on the independence of the Office, nor its ability to carry out its regulatory and policy functions with integrity.

Management of the project

Management of partnered/sponsored projects must be transparent to outside observers, and meet the highest standards of accountability. This will ensure that the Office continues to be in a position to demonstrate its independence.

Each project must have a project manager. The project manager is responsible for developing a project management plan as soon as the project has been approved. Depending on the scope of the partnership/sponsorship the plan could include, if necessary:

- the identity of the parties coordinating the project;
- acquittal arrangements, (includes monetary payments, payments in kind, and other agreed actions required of the parties);
- action plan and timeframe; and
- evaluation of the project.

Consideration should be given to providing input for external stakeholder input. Mechanisms could include establishing a steering or advisory committee for the project, or different stages of the project.

Review and reporting of the project

Income or other benefits generated from sponsorships and partnerships are to be reported as part of the annual audit of financials.

To achieve these requirements, the Office will present details of sponsorship and partnership arrangements in its Annual Report.

Public reports on arrangements will include:

- Name of sponsor or partner;
- Purpose of relationship;
- Value;
- Duration; and
- Evaluation summary.

Attachment 1

Corporate Sponsorship and Partnerships Decision Guide

Purpose

Purpose must be consistent with the Office Strategic Plan and/or objectives and priorities, and communications/ issues management approach.

Benefits

Question	Answer: Consider
What are the anticipated benefits of the arrangement to the Office?	<ul style="list-style-type: none"> • Increased resources (financial or other) • Increased public profile • Increased reach to target client groups • Amplification of message • Leveraging additional resources toward the promotion of privacy generally • Generation of additional privacy resources • Improved knowledge of Office client groups • Can any/all benefits be costed?
What are the anticipated benefits of the arrangement to the potential partners?	<ul style="list-style-type: none"> • Branding • Promotional opportunities • Development of increased understanding of privacy issues

- Other – check to see whether appropriate

Risks

What is the Risk: (consider)	What is its likelihood: (consider)	Impact: (assess)	Strategies to manage risk:
Damage to reputation should sponsor breach or appear to breach the Privacy Act, or undertake actions contrary to the objectives of the Office	<ul style="list-style-type: none"> • history and current practice of organisation, • whether the sponsor’s objectives and mission consistent with the aims presented in the Office strategic plan 	High	<ul style="list-style-type: none"> • arrangement will be suspended if a breach occurs • Openness in contractual arrangements
Damage to independence & perception of independence		High	<ul style="list-style-type: none"> • Clear Office policies for partnerships/ sponsorships • Openness in managing partnerships/ sponsorships • Judicious choice of partners/ sponsors
That the resource costs to the Office will be outweighed by the resource benefits			<ul style="list-style-type: none"> • Full costing of anticipated resource costs and benefits

What is the Risk: (consider)	What is its likelihood: (consider)	Impact: (assess)	Strategies to manage risk:
			<ul style="list-style-type: none"> • Clear statement of commitment of partners/ sponsors in contract
<p>The Office may be perceived as endorsing the sponsor's products</p>			<ul style="list-style-type: none"> • Clear statement in contract as to endorsements • Office policy on not endorsing products understood internally, and promoted externally
<p>A perception of personal benefit to Office or Partner employees</p>			<ul style="list-style-type: none"> • Clear statement prohibiting personal benefit
<p>Damage to relationships with other stakeholders by being seen to <i>"play favourites"</i></p>			<ul style="list-style-type: none"> • Make the Office's interest in, and criteria for partnerships/ sponsorships widely known amongst stakeholders, • where possible, provide broad opportunity for participation (possibly advertise)

What is the Risk: (consider)	What is its likelihood: (consider)	Impact: (assess)	Strategies to manage risk:
Dispute over intellectual property generated			<ul style="list-style-type: none"> Contractual arrangements set out intellectual property ownership provisions.
Other....			

Conditions

The following conditions will apply to partnership/sponsorship arrangements:

- Each such arrangement that involves a transfer of resources to the Office of the value of \$10,000 or more must be covered by a separate partnership/sponsorship agreement. Arrangements that involve a transfer less than \$10,000 require an exchange of letters confirming the arrangement and the expectations of the parties.
- The agreement established must be consistent with Office policies.
- Breach of the agreement without prior agreement between the parties will lead to a termination of the agreement.
- Neither employees of the Office nor the partnering organisation will accrue personal benefit from the arrangements.
- The arrangement will not impact on the Office’s independence, or its impartiality in investigating and resolving privacy complaints, and representing the privacy interests of the individual.
- Partners/sponsors should be aware that the contract may be made public, e.g. by a request from the Select Committee.
- The need for sponsors and partners to understand and agree to uphold the Office’s values if a product, service or event is to be co-badged with the sponsor/partner.
- The partner/sponsor must be able to demonstrate support for and understanding of the objectives of the Office.

Management of the project

- Full cost benefit analysis complete and shows overall benefit.
- Full risk analysis completed, and shows all risks can be managed.
- Project manager and project committee nominated.
- Formal agreement between the partner or sponsor and the Office established.
- Acquittal process developed.
- Approval by the Privacy Commissioner.

RESPONSIBILITIES	
Persons/ Areas Affected	ALL OPC Staff & Contractors
Contact	General Manager
Approval Authority	Privacy Commissioner
Last Review Date	June 2022