

# NATIONAL INTRAMURAL-RECREATIONAL SPORTS ASSOCIATION (NIRSA) POLICY ON CORPORATE SPONSORSHIPS FOR REGIONAL AND STATE/PROVINCIAL CONFERENCES AND WORKSHOPS

Adopted by NIRSA Board March 30, 2009

## **I. Preface**

Currently NIRSA employees, directors, and certain member representatives make requests for sponsorships from companies that have a business interest in campus recreational sports and college students, as well as selected other organizations and corporations. In exchange for appropriate recognition, funds received from corporate sponsorships defray a portion of expenses related to many member programs, products, and services. Many of the companies that provide corporate sponsorships are also NIRSA Associate Members.

The primary interests of the Association served by having a corporate sponsorship program are:

- to provide an opportunity to companies to demonstrate their interest in and support for the mission and services of the Association and of its members who serve institutions of higher education; and,
- to defray costs associated with educational events and other programs that otherwise would be borne by attendees and members.

NIRSA's sponsorship activities are administered according to a series of sponsorship practices and procedures, as listed in the following addendum to this Policy.

- Addendum I:** Detailed Listing of NIRSA Sponsorship Practices & Procedures
- Addendum II:** Related NIRSA Policy on Endorsement of Products or Services
- Addendum III:** Related NIRSA Policy on Endorsement of Programmatic Initiatives
- Addendum IV:** Related NIRSA Mailing List & Label Policy

## **II. Relationship to Other Policies of the Association, Specifically Conflicts of Interest**

The *NIRSA Policy on Corporate Sponsorships* is consistent with the following related ongoing obligations and standing policies of the Association:

- *NIRSA Board of Directors Conflict of Interest Policy*
- *NIRSA Board of Directors Confidentiality Policy*
- *NIRSA Board of Directors Code of Conduct Policy*
- *NIRSA Employee Conflict of Interest Policy*
- *NIRSA Employee Confidential & Proprietary Information Policy*
- *NIRSA Employee Conduct Policy*
- *NIRSA Professional Member Code of Ethics*
- *Whistleblower Protection Policy*

The *NIRSA Policy on Corporate Sponsorships for Regional and State/Provincial Conferences and Workshops* is therefore designed and intended to cover and guide the obligations and conduct of NIRSA Directors, employees, and those member representatives acting on behalf of NIRSA with regard to NIRSA's corporate sponsorship efforts.

The *NIRSA Policy on Corporate Sponsorships for Regional and State/Provincial Conferences and Workshops* is not designed or intended to address or capture the obligations or conduct of NIRSA member representatives acting at their own behest; it does not address or capture members' own understanding of their individual institutional rules and state laws relating to acceptance of personal benefits that are employment-related; and it does not address individual members' policies on conflicts of interest or codes of ethical conduct.

*NIRSA's Policy on Corporate Sponsorships for Regional and State/Provincial Conferences and Workshops, along with applicable employee, volunteer, member representative and Board of Directors' policies regarding conflict of interest, confidentiality, and ethical conduct, will serve as the basis for governing NIRSA as it relates to corporate sponsorship practices and conduct.*

### **III. General Guiding Principles for NIRSA Sponsorship**

Sponsorship of NIRSA's programs and services provides organizations and corporations that have goals consistent with NIRSA's mission an opportunity to demonstrate their strong support for the higher education community and recreation professionals who serve colleges and universities. NIRSA appreciates the commitment of its sponsors, which helps to ensure that NIRSA continues to deliver the highest quality programs to its members. Opportunities for sponsorship include NIRSA's Annual Conference & Recreational Sports Exposition, Institutes, Symposia, Regional Conferences and State/Provincial Workshops, Awards Programs, Membership Incentive Programs, and other NIRSA activities, consistent with NIRSA's mission.

The following principles serve to guide the relationship between NIRSA and its sponsors, and all references to "NIRSA" in this document hereafter is specific to NIRSA Regional and State/Provincial Conferences and Workshops, and/or Regional Vice Presidents, State/Provincial Directors, and Host Committee Chairs:

1. A sponsorship is a financial or in-kind contribution to NIRSA by any corporation or organization, either for-profit or not-for-profit, which provides support for specific NIRSA activities or programs, consistent with NIRSA's mission statement, which includes in part, "to provide for the education and development of professional and student members and to foster quality recreational programs, facilities and services for diverse populations."
2. NIRSA strives to provide meaningful recognition to those who sponsor its programs and services.
3. NIRSA's interactions with its sponsors are characterized by the same high degree of professionalism, quality, and service that it provides to and shares with its own members.

NIRSA's interactions with its sponsors are always amicable and collegial, in keeping with the Association's culture and core values of civility and collegiality.

4. NIRSA understands the desire on the part of sponsors to receive as much recognition as possible, but NIRSA also respects its members, and therefore limits sponsor access to NIRSA members, including access to member email addresses for the purposes of communications or solicitations.
5. Sponsorship and programmatic planning are completely independent of each other; speaking slots may not be granted to any individual or organization as a result of, or in return for, sponsorship, unless the sponsorship is directly related to a program or activity that requires explanatory member communications or specific introduction.
6. NIRSA maintains strict and complete editorial control of all materials published in connection with sponsorship. Solicitation of business or promotion of products or services is not allowed during NIRSA educational sessions.
7. NIRSA does not endorse any individual sponsor or its products and services. NIRSA acknowledges sponsorship participation publicly, but in ways that do not suggest or intend endorsement.
8. NIRSA is accountable primarily to its members. Member objectives and directives, if they are ever in conflict with sponsor objectives, take precedence.

#### **IV. Sponsorship Overview and Current Practices -- NIRSA Events**

##### **A. Current Practices**

1. Sponsorship opportunities at NIRSA education events are derived from activities and sessions already planned as part of an overall event and would otherwise be offered to attendees, whether or not they are officially "sponsored". As such, all contributions from sponsors go either for the benefit of conference attendees or to regional contingency funds.
2. NIRSA appreciates the support provided by its sponsors, and provides recognition for that support through event signage, on-site Program Booklets, websites and/or sponsorship brochures listing names of and information about all NIRSA sponsors. Sponsoring organizations are entitled to certain defined benefits based on sponsorship level.
3. NIRSA does not provide a place on educational programs for sponsors solely as a result of their contributions, and there is no preferential treatment of any sponsor for any reason.

4. NIRSA retains the right to decline sponsorships from companies and firms that may have a potential for conflict of interest or are not of interest to or with its members.
5. NIRSA may consult with members on an as-needed basis for their feedback on potential sponsors.

**B. Benefits that NIRSA Provides to Sponsors**

1. Published descriptions of and contact information for sponsors in appropriate printed and online material. This text is reviewed by NIRSA for appropriateness and accuracy.
2. Upon request, lists with names, organizational affiliation, and address of attendees (the same type of list regularly distributed to all exhibitors or attendees).
3. Click-through links to the sponsors' website homepage from the Regional/State/Provincial website.

**C. Benefits that NIRSA DOES NOT Provide to Sponsors:**

1. Access to attendees' email addresses.
2. Arrangement for private or small-group meetings with attendees in exchange for sponsorship.
3. Selection of speakers based on sponsorship contributions. Selection of speakers and recruitment of sponsors are conducted completely independently.
4. Sponsorships shall not include any comparative or qualitative description of Sponsor's product, any price information or other indications of savings or value about Sponsor's product, any message that otherwise endorses Sponsor's products or induces one to purchase or use Sponsor's products, or any other message that causes Sponsor's payments to not be treated as a qualified sponsorship payment per Internal Revenue Code Section 513(i).

## ADDENDUM I

### Detailed Listing of NIRSA Sponsorship Practices & Procedures

#### A. Relevance to NIRSA Mission & Priorities

1. NIRSA seeks corporate support only for activities in connection with programs and initiatives that support NIRSA's Mission and strategic priorities as presented in its Strategic Map.
2. Sponsorship must be relevant to the NIRSA membership and acceptance of a proposal for sponsorship of any program or activity is at the discretion of the NIRSA Regional Vice President, and/or State/Provincial Director, along with the Host Committee Chair.
3. NIRSA reserves the right to reject any sponsorship deemed inappropriate to, or inconsistent with, the Mission of NIRSA. NIRSA further reserves the right to negotiate with any sponsor concerning any aspect of a proposed sponsorship and to decline sponsorship as it deems necessary.

#### B. Endorsement

1. NIRSA does not endorse one corporation or organization over another, nor does NIRSA endorse any particular product, service, or idea of any sponsor.
2. NIRSA does maintain a separate *Policy on Endorsement of Products or Services* with respect to its programmatic initiatives and planning in connection with other organizations and/or third-party providers (see **Addendum II**).
3. Any sponsorship implying endorsement by NIRSA of any sponsor's specific product, service, or idea will not be accepted. A sponsorship does not imply any exclusive arrangement with the Association.

#### C. Appropriate Recognition

1. NIRSA values its collaborations with companies and the corporate community and strives to provide appropriate recognition to its sponsors.
2. Appropriate recognition of sponsors will be determined at the sole discretion of NIRSA and will not include reference to, or endorsement of, specific products or services of the sponsoring entity.
3. For organizations that sponsor certain items or activities (e.g., Annual Conference tote bags or coffee breaks), recognition for such will be provided by NIRSA through appropriate signage and printed acknowledgment.

D. Right-of-First-Refusal

1. The NIRSA Regional Vice President, and/or State/Provincial Director, along with the Host Committee Chair, reserves the right to offer the right-of-first-refusal to the previous year's sponsor of a particular program, event, or activity.

E. Deadlines & Payment Terms

1. All requests for sponsorship and receipt of payment must be received no later than the deadline as stated, or if part of a mutually ratified sponsor agreement or contract, by the deadline specified in the agreement or contract.
2. The NIRSA Regional Vice President, and/or State/Provincial Director, along with the Host Committee Chair, reserves the right to refuse any sponsorship after a specified deadline date for any of its programs and services.
3. In order to receive all entitlements listed for NIRSA sponsorship, sponsors must provide appropriate written materials and copy of their logo by the specified deadline date for placement in printed acknowledgment materials. If such material is not received by the deadline date, sponsors waive their right to certain benefits of sponsorship, and no refunds or partial refunds will be granted. NIRSA is under no obligation to issue reminders to any sponsor, though it will make all necessary efforts to work with sponsors to ensure that they meet all deadlines.
4. All sponsorships must be paid in full 30-days prior to the sponsored event or if part of a mutually ratified sponsor agreement or contract by the deadline specified in the agreement or contract.
5. The NIRSA Regional Vice President, and/or State/Provincial Director, along with the Host Committee Chair, will issue a receipt of sponsorship payment upon request. However, sponsoring organizations must determine on their own how they treat the expense for business and taxation purposes.

F. Cancellations by Sponsor

1. Cancellations of any sponsorship must be received by the NIRSA Regional Vice President, and/or State/Provincial Director, along with the Host Committee Chair, in writing.
2. Cancellations may be subject to an administrative fee of 10% of the total value of the sponsorship; details will be negotiated in sponsorship agreements and contracts.

G. Conflicts of Interest with Members & Employees

1. NIRSA accepts sponsorship only if acceptance does not pose a conflict of interest and does not in any way impact the objectivity and independence of the Association or its employees.
2. Employees and members will adhere to their respective *Conflict of Interest Policy, Code of Conduct Policy, and Confidentiality Policy* when engaged in sponsorship activities.
3. Members and employees of NIRSA are prohibited from receiving anything of monetary value from any sponsor for any event or program that might tend to influence the judgment or actions of members, directors, and employees with regard to sponsorship decisions. All “giveaways” (tokens, gifts, products) provided by sponsors onsite during a NIRSA event or activity should have no significant monetary value.

#### H. Use of NIRSA Name/Logo & Sponsor Name/Logo

1. The NIRSA name and/or logo may not be used by any sponsor for any purpose unless written permission is given in advance by the NIRSA Regional Vice President, and/or State/Provincial Director, along with the Host Committee Chair. When seeking permission for use of NIRSA’s name and/or logo, a sample illustrating the proposed use must be submitted to NIRSA for approval in accordance with the *NIRSA Policy on Use of Logo*.
2. The NIRSA Regional Vice President, and/or State/Provincial Director, along with the Host Committee Chair, shall have the right to use the sponsor’s name, trademark, and logo, limited to use pertaining to the sponsorship, subject to terms which may be specified in an agreement or contract.

#### I. Distribution & Use of NIRSA Member Mailing Lists

1. *NIRSA’s Mailing List and Label Policy* places restrictions on the permission and use of members’ addresses and contact information (see **Addendum III**, *NIRSA Mailing List & Label Policy*).
2. Email addresses are not provided on education event rosters of attendees unless specifically authorized by attendees. Such participant rosters are provided for the convenience of NIRSA members. They may not be used for commercial or solicitation purposes and may not be duplicated or used by any sponsoring organization without prior written permission from NIRSA, in accordance with its *Mailing List and Label Policy*.
3. At its sole discretion, the NIRSA Regional Vice President, and/or State/Provincial Director, along with the Host Committee Chair, may choose to communicate information about a sponsorship activity to its members via email. Under no circumstances will member email addresses be provided to a sponsor for the purpose of communicating to members about the sponsorship.

J. Attendance by Sponsors

1. Sponsors are strongly encouraged to attend the NIRSA meeting or event at which they are a sponsor.

K. Solicitation of Business by Sponsors

1. Solicitation of business by sponsors at NIRSA Regional Conferences and State Workshops, either as educational session presenters or as educational session attendees, is expressly prohibited.

L. Levels & Types of Sponsorship

1. The NIRSA Regional Vice President, and/or State/Provincial Director, along with the Host Committee Chair, maintains sole discretion in determining the levels of, and benefits provided by, various sponsorship categories.
2. No additional benefits will be provided to any sponsor beyond what is stated in that year's sponsorship materials (either in addition to, or in lieu of, the stated benefits for each level of sponsorship).
3. The NIRSA Regional Vice President, and/or State/Provincial Director, along with the Host Committee Chair, maintains sole discretion in determining the specific dollar amounts that define each level of sponsorship; these dollar amounts may change from year-to-year without public notification.

M. Editorial Rights & Control

1. The NIRSA Regional Vice President, and/or State/Provincial Director, along with the Host Committee Chair, retains all editorial rights and control over any written information pertaining to sponsorship, including written information submitted by sponsors for printed acknowledgment in sponsorship brochures. In every case, all written materials in all formats and all media prepared by the sponsor must be submitted to NIRSA for approval prior to release and distribution.

N. Speaking Opportunities

1. NIRSA is committed to providing its members with high-quality presenters, sessions and professional resources at all of its meetings. The use of volunteers from NIRSA Member Institutions in the planning process is an important element in broadening the institutional knowledge base, providing content that is appropriate for different types of institutions, and sharing the responsibility for selection of all speakers and sessions. NIRSA relies on their knowledge, expertise, and professionalism in identifying and recommending speakers and presenters for its meetings. While volunteers from companies who are selected to speak or present (either as members or non-members) are valued as individual

professionals based on their specific expertise, it is expected and required that they will not promote their firm, organization, or services while they are presenting.

2. Sponsorship and programmatic planning are completely independent of each other; speaking slots may not be granted to any individual or organization as a result of, or in return for, sponsorship, unless the sponsorship is directly related to a program or activity that requires explanatory member communications or specific introduction.
3. Sponsorships are functionally separate from the continuing education and professional development components of all NIRSA Annual Conferences & Recreational Sports Expositions, Institutes and Symposia, Regional Conferences, State Workshops, ERSL, Student Lead Ons and other meeting or training events. Sponsorship of a NIRSA meeting or training event does not translate into any role in the planning, direction, or presentation of its substantive programming.
4. To the extent feasible, all meeting and training event materials and outlines that are associated with a sponsor or Associate Member are reviewed by the NIRSA Regional Vice President, and/or State/Provincial Director, along with the Host Committee Chair, in advance of their presentation or distribution, to ensure appropriate content and to ensure that logos or other types of marketing slogans or brand identifiers are removed from all presentation materials, with the exception of a minimal reference to the presenter's affiliation, as is the case with all presenters.

## ADDENDUM II

### **Related NIRSA Policy on Endorsement of Products or Services**

*For purposes of these guidelines, “endorsement” means the use or appearance of NIRSA’s name in connection with any product or service in a context that connotes NIRSA’s participation in, assistance in, or approval of the product or service on a ‘non-exclusive’ basis. Provision or sale of the NIRSA mailing list alone does not constitute endorsement of a product or service.*

It is the general policy of the Association that it does not endorse specific products and services offered by third parties. Exceptions to this policy may be approved on a case-by-case basis after consideration of factors including the following:

1. Compatibility with purposes of NIRSA. Products or services for which endorsement is requested must be compatible with the mission statement, guiding principles, core values and strategic priorities of the Association.
2. The organization sponsoring the product or service. Requests for endorsements of products and services produced by other non-profit higher education associations and institutions will be more favorably considered for an exception to the general policy.
3. Nexus to collegiate recreational sports. Endorsement will only be considered if the product or service has a clear nexus to collegiate recreational sports.
4. The quality of the product or service. Endorsements will not be approved without prior review and approval of the product or service by the NIRSA Regional Vice President, and/or State/Provincial Director, along with the Host Committee Chair, or staff-recruited outside experts who have relevant knowledge of the subject matter.
5. Competition with existing or contemplated NIRSA products or services. Endorsements will not be granted for products and services deemed competitive with NIRSA products and services.
6. Involvement of NIRSA members in production of competing product or service. NIRSA as a general proposition will not endorse a particular product or service if NIRSA members have been significantly involved in the production of a competing product or service.
7. Reciprocity. Requests for endorsements of third party products and services will receive more favorable consideration if the third party demonstrates past or future commitment to the endorsement of NIRSA products or services on the same or similar terms.
8. Revenue and liability. The potential for both revenue and liability are relevant considerations. If the organization requesting the endorsement has offered or will be offering

royalties or other financial incentives to other organizations endorsing the product or service, NIRSA may not endorse the product or service absent a similar financial arrangement.

9. Reduced rates or prices for NIRSA members. Endorsements of third party products or services will receive more favorable consideration if the third party is willing to offer a reduced rate or price for NIRSA members. NIRSA will not endorse a product or service absent such a rate or price discount if it has been made available to other organizations endorsing the product or service.
10. Pre-approval of use of NIRSA name. Endorsements of products and services is contingent upon the NIRSA Regional Vice President, and/or State/Provincial Director, along with the Host Committee Chair, reviewing and approving all specific uses of the NIRSA name in connection with the product or service.
11. Board reporting. The NIRSA Regional Vice President may report periodically to the Board with respect to products and services for which an endorsement has been approved.

For purposes of these guidelines, “endorsement” means the use or appearance of NIRSA’s name in connection with any product or service in a context that connotes NIRSA’s participation in, assistance in, or approval of the product or service on a ‘non-exclusive’ basis. Provision or sale of the NIRSA mailing list alone does not constitute endorsement of a product or service.

## ADDENDUM III

### **Related NIRSA Policy on Endorsement of Programmatic Initiatives**

From time to time, NIRSA is asked to participate in or endorse a programmatic initiative such as a conference, seminar, publication, or other cooperative venture. The following questions and guidance criteria should be among the things considered in deciding whether to give such an endorsement as it applies to Regional and State/Provincial Workshops and Conferences. The general process for such decision-making is also described.

#### **Criteria:**

- A. Will endorsement further NIRSA's mission and strategic priorities? Is it in keeping with NIRSA's guiding principles and core values?
  1. If the answers are yes, then move on to the other questions.
  2. If the answers are no, then NIRSA should not endorse the particular programmatic initiative.
  3. If the answers are uncertain, then move on to other questions to gain more clarity.
- B. What is the value added by NIRSA's involvement (to the program and to NIRSA)?
  1. If the value to NIRSA is significant, then the program is likely to be one in which NIRSA is interested. If the value added to the program by NIRSA's involvement is significant, NIRSA's contribution should be adequately recognized.
  2. If the value to NIRSA is minimal or nonexistent, then NIRSA is not likely to be interested.
  3. If the value to NIRSA is unclear, then other questions may provide more clarity.
- C. What are the financial implications and expectations?
  1. Any financial risks should be identified and clearly understood.
  2. If endorsement is cost-neutral to NIRSA, the initiative must nonetheless be consistent with NIRSA's mission and strategic priorities. If the initiative provides opportunity for revenue enhancement, NIRSA should participate in revenues in a manner fair to, and clearly understood by, all parties concerned. If the initiative will involve a net expense to NIRSA, it must be authorized in a manner consistent with budgetary parameters and customary financial operations.
- D. Are there any potential liabilities or other risks?

1. If there are any risks to NIRSA, whether financial or reputation, NIRSA will consider those risks carefully. In particular, NIRSA will evaluate the potential impact on its own meetings, publications, or other member services and, if foreseeably negative or presenting a high risk of negative impact, NIRSA will be less inclined to sponsor the initiative.

E. How will NIRSA ensure quality?

1. NIRSA's reputation for quality programming and services are essential to its continuing success as an organization. Thus, endorsements should be granted only insofar as NIRSA is able to ensure quality consistent with its own standards. Quality assurance may be undertaken by a variety of means, including significant member involvement in the planning or presentation of programmatic initiatives, and/or NIRSA staff oversight as described below.

F. What is the level of NIRSA involvement required? Staff involvement? Volunteer involvement?

1. Staff and volunteer time are limited commodities. The requirements necessary for staff and volunteer time will be considered in light of NIRSA's programmatic priorities at the particular time the request is made, and endorsement should not be extended where quality control may be in jeopardy or cannot be assured.
2. In some cases, NIRSA's history with the organization and the organization's record of continuous high standards and results may allow for a more limited degree of staff involvement. In other cases, on-site oversight may be necessary by the NIRSA Regional Vice President, and/or State/Provincial Director, along with the Host Committee Chair. In all instances, the NIRSA Regional Vice President, and/or State/Provincial Director, along with the Host Committee Chair, should endeavor to arrange to receive past participant or attendee evaluations of a program in which NIRSA is to participate as a condition of NIRSA's participation or endorsement.

G. Would NIRSA members be comfortable with this endorsement?

1. The program should be one that is of sufficient interest and importance to the NIRSA membership as assessed against NIRSA's Mission, Strategic Map, and recent member survey results or other reliable indicators. The organization should have a reputation for excellence that would meet NIRSA members' high standards.
2. NIRSA will not lend its name to a program or initiative that is inconsistent with its policy against lobbying; that involves controversy and does not present a balanced viewpoint on the issues in controversy; that is based on premises or conducted in a manner inconsistent with NIRSA core values; or that it deems inconsistent with its mission and principles.

H. Are the roles and responsibilities of each party clear?

1. The roles and responsibilities of each principal involved in the initiative should be in writing and agreed to by a duly authorized representative of each principal.
- I. Is the decision-making structure for the collaboration clear?
1. The decision-making structure for the collaboration should be in writing and agreed to by a duly authorized representative of each principal.
- J. Is the program a one-time or ongoing event?
1. In most cases, NIRSA will endorse a programmatic initiative for a single event or year. If an ongoing program, NIRSA will generally want to ensure that the programmatic initiative is one conducted in a manner consistent with quality assurance standards outlined above.

**Process:**

- K. The scope, limits and types of programmatic endorsements will be determined by the NIRSA Regional Vice President, and/or State/Provincial Director, along with the Host Committee Chair, in consultation with his/her Host Committee, the Executive Director, the Officers, the Board, and/or with members as necessary or desirable to resolve any potential issues or questions, in light of guidance criteria set forth above.
- L. The Regional Vice President may report periodically to the Officers and the Board regarding requests and decisions relative to participation in, or endorsement of, programmatic initiatives.

## ADDENDUM IV

### **Related NIRSA Mailing List & Label Policy**

Members (and non-members) may purchase NIRSA's membership lists on a one-time-use only basis. Membership lists are not available on computer disk or as a hardcopy. Mail pieces can not specifically reference any affiliation or connection with NIRSA without first receiving expressed written permission from the NIRSA Regional Vice President, and/or State/Provincial Director, along with the Host Committee Chair. Pricing is subject to change without prior public notice.

#### A. Electronic Lists:

1. Associate Members pay 10 cents per name/address.
2. Institutional Members pay 15 cents per name/address.
3. Non Members who would qualify for Associate Membership pay 50 cents per name/address.
4. Non Members who would qualify for Institutional Membership pay 50 cents per name/address.

#### B. Sticky Labels:

1. Associate Members pay 20 cents per sticky label.
2. Institutional Members pay 30 cents per sticky label.
3. Non Members who would qualify for Associate Membership pay 50 cents per sticky label.
4. Non Members who would qualify for Institutional Membership pay 50 cents per sticky label.