



Sponsorships, Partnerships & Conflicts of interest

**2018 Harvard Latin American Clubs, Contacts &
SIGs Leaders Meeting**

**Buenos Aires, Argentina
August 18**

Sponsorships, Partnerships and Conflicts of Interest

- Goal: discuss best practices or pitfalls that some of our Clubs, Contacts and SIGs have experienced so we can learn from each other
- Note: even though most of our countries in LATAM are united by the same language and similar culture, many times things that work in one country will not work in another




Sponsorships

- **Spon-sor:** *A person or organization that provides funds for a project or activity carried out by another, in particular* (google dictionary)
- **Characteristics:**
 - Monetary donation or transaction
 - The Harvard Brand can be associated with this Sponsor
 - Saves money to the club, contact or SIG; or if extra cash is made, it can go to fund future activities
 - Tax issues may arise



Sponsorships (cont.)

Pros and risks:

- +  \$ Savings
- + Able to do more activities
- + Harvard name more present in country
- + ...
- Disagreement with sponsor
- Falling from grace of sponsor
- Harvard brand may be linked to sponsor which does not embody Harvard's values
- Administrative issues (including legal or taxes)



Sponsorships (cont.)

Possible Hedges to these risks:

- “Know thy sponsor” – Find out about the sponsor as much as possible before committing
- Do a written agreement
- Hire a third party for the organization of the event (more expensive?)
- Be on the same page with Sponsor on most details about the activity (communicate!)



Written agreements...

ACUERDO COMERCIAL
CLUB DE EX ALUMNOS DE HARVARD DE LA REPUBLICA DE CHILE

XXXX

En Santiago, a 1 de Septiembre de 2015, entre **XXXX**, Rut **XXXX**, representada por don **XXXX** RUT. N° **XXXX** con domicilio **XXXX**, Santiago, en adelante "**XXXX**"; y, por la otra **CLUB DE EX ALUMNOS DE HARVARD DE LA REPUBLICA DE CHILE**, RUT 65.074.527-2, en adelante "**CLUB DE HARVARD**" representado por **xxxxx**, RUT **xxxxxx** con domicilio en **xxxxxxx**, Santiago y **xxxxx**, RUT **xxxxxxx**, domiciliada en **xxxxxx**, Santiago, se ha convenido suscribir el siguiente documento, para constancia del acuerdo que da cuenta el mismo.

Primero: Objeto del Contrato.
XXXX, mediante este contrato tiene por derecho exponer y participar con su marca en los eventos y actividades realizados por **CLUB DE HARVARD** en las fechas señaladas en el Anexo, cuyos términos las partes declaran conocer y aceptar, el cual forma parte integral del presente acuerdo.

Segundo: Entrega y Retiro de Objetos Publicitarios.
CLUB DE HARVARD se compromete a avisar a **XXXX** con a lo menos 10 días hábiles previos a la fecha de los eventos programados en el contrato. **XXXX** podrá llevar el material que ésta disponga para cada uno de los eventos siendo responsabilidad de ella el retiro del mismo en las fechas y términos que las partes así lo estipulen.

Tercero: Precio.
Las partes acuerdan que el valor total del acuerdo considerando las actividades especiales descritas en el Anexo, el uso y arrendamiento de los espacios del **CLUB DE HARVARD** con fines publicitarios descritos en el presente contrato será de **xxxxxxx**, el que se pagará a la firma de este acuerdo.

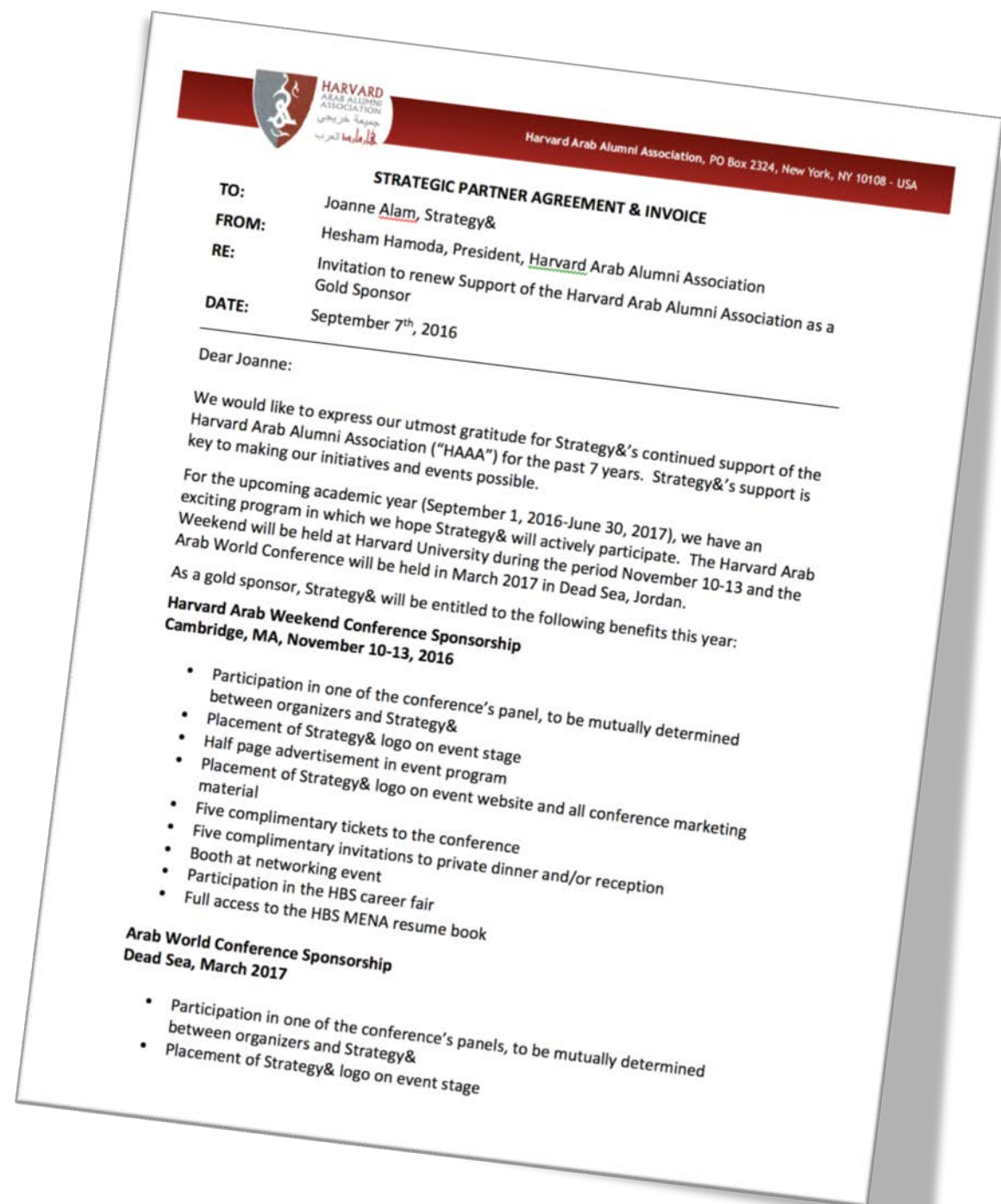
Cuarto: Duración.
Las partes acuerdan que el presente Contrato comenzará a regir el 1 de Septiembre de 2015 y se mantendrá vigente hasta el 31 de Agosto del 2016.

Quinto: El presente Acuerdo Comercial se suscribe en tres ejemplares originales, de igual tenor y fecha, quedando uno de ellas en poder de cada compareciente.

XXX
RUT XXX
XXX Limitada
Rut. XXX

XXXX, RUT **xxxx**
CLUB DE EX ALUMNOS DE HARVARD DE LA REPUBLICA DE CHILE,
RUT 65.074.527-2

Or invoices...



Partnerships

- **Partnership:** *arrangement when parties, known as partners, agree to cooperate to advance their mutual interests.* (wikipedia)
- **Characteristics:**
 - Monetary Transactions are not always a factor
 - Parts join forces in order to mutually benefit from the joint venture
 - Might save money and efforts to the Clubs, Contacts and SIGs



Partnerships (cont.)

Pros and risks:

- + ↑ \$ Savings
- + Able to do more activities
- + Harvard name more present in country
- Disagreement with partner
- Falling from grace of partner
- Diminish Harvard's name in country



Sponsorships and Partnerships

Do's and Don'ts :

- Clubs, Contacts and SIGs should always oversee any communication, material, etc. from sponsors or partners to alumni
- Clubs, Contacts and SIGs should never share with sponsors or partners their alumni lists (names, contact info, etc.)



Sponsorships and Partnerships (cont.)

Conclusion

- Both Sponsorships and Partnerships can be greatly beneficial for our Clubs, Contacts and SIGs but the club needs to be cautious and not enter into an agreement lightly
- Other types of funding? (ie. Membership \$, How much to charge?)



Conflicts of Interest (COI)

- COI:– *A situation in which a person is in a position to get a personal benefit from actions or decisions made in their official capacity.* (google dictionary)
- COI exists when an individual's commitment to Harvard may be compromised by personal Benefit.
- Goal: to avoid situations or activities that may interfere with this golden rule



Conflicts of Interest (cont.)

Ways to mitigate COIs:

- Agreement among Club, Contact and SIGs Board members. This document should try to mitigate the following possible COIs:
 - Financial interests with a third party contractor disclosure (ie. Has shares of a company that caters to the club, is related to a share holder, etc.)
 - Material or financial gifts in exchange for favors linked to the University or club in any form
 - Term limits for club board members
 - All dealings with third parties should be approved by the majority of board members
- Examples of COIs that some clubs may have had?

