

## Policy Objective

To define our criteria for engaging with potential fundraising partners and the commitments we are prepared to make to them. To set the highest standards of good practice to ensure that we retain public confidence in our fundraising processes.

## Policy Statement

- 1.1. Blue Marine welcomes and actively looks for opportunities to work with businesses which support the delivery of its objectives.
- 1.2. Blue Marine will not work with businesses whose activities, policies, aims or objectives are or have in the past been contrary to Blue Marine's charitable purposes, mission and values.
- 1.3. Where there is an exceptional conservation gain the Board may permit engagement with businesses or other organisations whose activities, aims or objectives are contrary to Blue Marine's but only after taking appropriate measures to safeguard the financial, reputational and other relevant considerations of Blue Marine.

## Definitions

- 2.1. **'Business supporter'** refers to any business, company or brand that engages with Blue Marine via a commercial partnership.
- 2.2. **'Business engagement'** covers sponsorship, events partnerships, corporate partnerships, other partnerships and partners' staff work events. It is defined as 'a commercial agreement between Blue Marine and the business supporter for mutual benefit'. Blue Marine will receive money in return for the business supporter to receive publicity or other benefits. This might involve the use of Blue Marine's name and/or logo in conjunction with the sale of the business' goods or services, in addition to other benefits as per the partnership overview and as listed below.

## Scope of the Policy

- 3.1. This policy covers business supporters with a value of £10,000 or greater in any one year. However, in cases where the actual value is conditional (on for instance, the level of sales), then Blue Marine may accept the business supporter if it can be reasonably expected that the donation in the first year is likely to exceed £10,000.
- 3.2. Corporates can support Blue Marine in one of two ways, through a donation and through entering into a corporate partnership:
  - 3.2.1. **Corporate Donation.** The first method is to donate directly to Blue Marine, usually to a restricted project. This funding is spent on a specific project or objective within Blue Marine's charitable activities with a percentage of the donation to support Blue Marine's overheads. This is often a one-off donation with no obligation for future partnership. As it is a donation there are no financial or marketing benefits received by the corporate in return for the donation, and as such the donation is free from VAT and can be deducted against the donor's corporation tax.
  - 3.2.2. **Corporate Partnership.** The second method of supporting Blue Marine as a corporate is to enter into a corporate partnership. This indicates an ongoing relationship with Blue Marine with recurring annual payments to support Blue Marine's overall objectives. Corporate partners are recognised on Blue Marine's website, and annual review at

corporate partner level (£10,000 per annum) or major partner level (£25,000 per annum) depending on their contributions. This recognition is part of several benefits received by corporate partners and as such the engagement is required by HMRC to be treated as a trading relationship, so payments are subject to VAT and cannot be deducted against the donor's corporation tax. All corporate partnership payments (or fees) are paid through BMF Trading.

## Aim of the Policy

- 4.1. Blue Marine depends on public confidence in its credibility as an independent and credible champion for biodiversity and environmental resilience for its long-term sustainability. It is therefore essential that it chooses its partners and funders with due consideration so as not to impugn or threaten such public confidence.
- 4.2. The aims of the Policy are to:
  - 4.2.1. Ensure Blue Marine adopts a consistent and professional approach towards business engagement.
  - 4.2.2. Ensure Blue Marine's position and reputation are adequately protected in business engagement agreements.
  - 4.2.3. Protect Trustees, staff and volunteers of Blue Marine from allegations of inappropriate dealings or relationships with business supporters.
  - 4.2.4. Ensure that Blue Marine remains independent, including areas of possible conflict of interest e.g. engaging with industrial fishing companies.
  - 4.2.5. Ensure best value for Blue Marine is obtained and provided in arrangements with business supporters, whilst also offering business supporters attractive packages that offer value for money for both parties.
  - 4.2.6. Ensure a clear and transparent process for determining whether to engage.
  - 4.2.7. To make Blue Marine more efficient in its process of evaluating and accepting or rejecting requests to engage with Blue.

## Principles of the Policy

- 5.1. The policy clarifies how Blue Marine works with businesses and aims to ensure that Blue Marine Trustees, staff and volunteers and partners share a common understanding of Blue Marine's mission, purpose and ethical values and our overarching objectives of engagement with this sector.
- 5.2. The following 12 general principles will apply to business engagement:
  - 5.2.1. Blue Marine will welcome opportunities to work with businesses, particularly those whose policies and values align with Blue Marine's strategic objectives, mission and values.
  - 5.2.2. Blue Marine will seek to use this engagement to influence business supporters to increase their consideration of and positive impact on the natural environment in their activities and business planning, and will encourage them to be environmental leaders within their business sector.
  - 5.2.3. Blue Marine will carry out its own screening of potential business supporters to assess the potential impact upon Blue Marine of any association.

- 5.2.4. Blue Marine will retain our independence and will have the right to publicly object to any activity of the business supporter that is not compatible with our charitable purposes, regardless of whether we have a business engagement agreement in place.
- 5.2.5. Blue Marine will recognise business support in our publications and on our website, proportionate to the benefit.
- 5.2.6. Blue Marine will retain the right to review and/or terminate any business relationship at any time and will set out the criteria for this in all agreements. In order to minimise any unnecessary bad feeling, prior to terminating a relationship, Blue Marine will make every effort to address concerns and re-build the relationship provided Blue Marine's integrity and reputation are not compromised.
- 5.2.7. Blue Marine will set out clear and unambiguous criteria for any use of Blue Marine branding or name by a business supporter where specifically permitted by the individual business engagement agreement and will raise any non-compliance of the criteria as soon as practically possible.
- 5.2.8. Blue Marine will take due account of the actions being taken by potential partners to remedy the negative impact they have on the environment. Blue Marine will not work with businesses whose principles, policies or conduct are in obvious conflict with our charitable purposes or values.
- 5.2.9. Blue Marine will not work with business where in our view, public perception of such businesses or industries might undermine Blue Marine's reputation or credibility or damage its relationship with its stakeholders.
- 5.2.10. Blue Marine will not enter into exclusivity agreements which could prevent us from working with other business supporters in a similar industry sector.
- 5.2.11. Blue Marine will not enter into any arrangement where it might be perceived that the business supporter has unduly:
  - influenced Blue Marine's Trustees or staff in carrying out their functions;
  - gained favourable terms from Blue Marine in any business or other matter;
  - aligned Blue Marine with any organisation which conducts itself in a manner which conflicts with Blue Marine's values.
- 5.2.12. Blue Marine will not enter into any arrangement where Blue Marine will not endorse the products or services of a business supporter. Support of such partnerships via a product collaboration, may take place through Blue Marine's newsletter articles, annual review or on Blue Marine's website, but always with transparency and acknowledgement of the agreed donation and how the donation is supporting Blue Marine's work. Business supporters may not infer that acknowledgement of its support by Blue Marine represents endorsement of its policies, actions or products.

## Approvals

- 6.1. Business engagement is led by the **Director of Climate and Oceans (DCO)** and the **Head of Partnerships (HP)**, one of whom must approve all such engagements to ensure that our Policy is followed, including the due diligence by Finance team, and that awareness of such engagement is known throughout Blue Marine. This includes:

- 6.1.1. Corporate Partnership i.e. businesses who pay an annual fee to Blue Marine

- 6.1.2. Business partners e.g. financing the running or projects

- 6.1.3. Business sponsors e.g. financial contribution to events, activities or projects; goods and services in kind
- 6.1.4. Other business supporters e.g. receiving expert advice from professionals
- 6.2. The Due Diligence form is available here (<https://www.cognitoforms.com/BlueMarineFoundation/BLUEMarineFoundationDueDiligence>) and shall be completed by the finance team to inform a recommendation as to whether to proceed or decline with a business engagement. Before entering into any business engagement the checks must have been undertaken to explore the potential for the relationship to compromise Blue Marine or damage its reputation or that of marine conservation organisations as a whole. We cannot anticipate the future action of partners, but we can ensure that we carry out sufficient upfront checks so as to mitigate our exposure.
- 6.3. Please see Blue Marine's Financial Authorisation Policy for additional approval required for all engagements larger than £10,000.
- 6.4. A central record of contact with current and potential business supporters shall be kept updated on Blue Marine's Salesforce system. All contact and opportunity owners are responsible for maintaining and updating the contact records on Salesforce, including recording the Due Diligence form referenced in 6.2.

## Contract arrangements with business supporter

- 7.1. Any arrangement whereby a business is providing financial support (including gifts and services in kind) will be subject to a written agreement. Donations may only require a Memorandum of Understanding, but all Corporate Partnerships must have a formal contract in place between Blue Marine and the business supporter. Any such agreements must permit Blue Marine to withdraw from the partnership should new activities of the business mean that this Policy is breached.
- 7.2. At the time of signing any agreement, the business supporter will be required to confirm that they are not aware of any current or pending action or activities that could damage the reputation of Blue Marine, and that they will inform Blue Marine as soon as they become aware of any activity that may damage Blue Marine's reputation.

## Marketing and media

- 8.1. All arrangements for associated publicity, marketing or media activity will be stated in the business engagement agreement. Media relations for all business engagement will be overseen by the **DCO** and **HP**. Blue Marine will agree with the business supporter the nature and content of publicity and will retain the right to approve all publicity material.
- 8.2. The use of Blue Marine's logo by the business supporter must be approved by the **DCO** and **HP** and is subject to a minimum donation of £10,000 per year. However, in some cases where the actual value is conditional (on for instance, the level of sales), then Blue Marine may accept the business supporter if it can be reasonably expected that the donation in the first year is likely to exceed £10,000.
- 8.3. In the case where a business supporter misuses Blue Marine branding or otherwise goes against the agreed communications protocol stated in the business engagement agreement then Blue Marine will ask the supporter to immediately remedy the situation, or may terminate the agreement/contract.

- 8.4. Guidance for Blue Marine staff on how to approach media activity with partners is set out in a separate document available on Policy Hub. This is for internal use only.
- 8.5. Guidance referenced in 8.4 also contains standard phrases about Blue Marine's involvement in Publicity about a partner that can be inserted into Partnership agreements on a case by case basis.

## Transparency

- 9.1. A list of business supporters will be maintained on Blue Marine's website and shown in the relevant Annual Report and Accounts. A copy of the Business Engagement Policy will be available on Blue Marine's website and provided on request for all potential or current business partners.

## Maintaining Blue Marine's records

- 10.1. Blue Marine will maintain a full record of all business engagement; securely storing copies of all completed Due Diligence forms & business engagement agreements (including contracts, MoU).