

THE PRIMATE'S WORLD RELIEF AND DEVELOPMENT FUND

Fundraising and Gift Acceptance Policy

1. Objective

- 1.1 To establish a framework for the acceptance of Gifts of cash or Cash Equivalents that will
 - 1.1.1. Further the mission of the PWRDF
 - 1.1.2. Facilitate and achieve donors' objectives within the context of tax, trust and other regulatory requirements.
 - 1.1.3. Enhance the ongoing relationship between the donor and the PWRDF over the long term.
 - 1.1.4. Ensure that potential far-reaching implications of a Gift for the PWRDF are well understood prior to acceptance.
 - 1.1.5. Ensure that acceptance practices are consistent and transparent.
 - 1.1.6. Ensure that donor expectations and concerns are adequately addressed.
 - 1.1.7. Ensure that the PWRDF is not exposed to uncertain and possibly significant liability and/or protracted litigation, by declining the Gift.

2. Criteria for Approval

- 2.1. **Compatibility with mission and strategic objectives.** PWRDF will establish that the Gift is compatible with the mission, values, vision and strategic objectives of the PWRDF.
- 2.2. **Ownership implications** will be carefully weighed. Factors such as (a) Gift administration time and cost, (b) marketability of the gift and the location of the asset. Acceptance might entail a burden in time, expertise and cost that the PWRDF cannot afford.
- 2.3. **Unacceptable risk and burden** – PWRDF will determine whether a potential liability accompanies a Gift. In making judgement decisions of this nature, PWRDF will seek professional advice.
- 2.4. **Appraisals of Gifts-in-kind** – When Gifts-in-kind are offered, an independent appraisal of the Gift will be obtained, the cost of the appraisal to be borne by either the donor or the PWRDF as agreed to in advance of the appraisal.
- 2.5. **Unusual Gifts** – Gifts of an unusual nature, such as intellectual property, cultural and ecological Gifts, etc., are a form of Gifts-in-kind and as such are to be appraised as in 2.4 above. Professional advice will be sought in making judgement decisions concerning the full implications of the PWRDF accepting such a Gift.
- 2.6. **Gifts with conditions attached** – a proposed Gift with any but the simplest conditions attached, will be accepted with cautious consideration. Factors such as (a) administration time and costs the conditions would entail (b) the ability to meet the conditions over time and (c) the complexity of the conditions will be weighed. If there is uncertainty, the PWRDF will seek professional advice in making judgements concerning the full implications of accepting such a Gift.

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- 2.7. Right to decline Gifts** – The PWRDF reserves the right to decline any Gift that does not meet the necessary criteria.

3. Donor and Gift anonymity

- 3.1.** The PWRDF shall maintain the confidentiality of Gifts except:
- 3.1.1. When the consent of the donor has been received;
 - 3.1.2. In cases where the donor is unable to give consent, the consent of the immediate family has been received;
 - 3.1.3. When it is required to disclose the matter by law; or
 - 3.1.4. When informing persons within the PWRDF having a recognized and legitimate interest or duty to receive such information
- 3.2.** When living donors offer Gifts to the PWRDF, it will be standard practice to observe strict confidentiality, unless otherwise directed by the donor.
- 3.3.** When confidentiality is not required, planned gifts will be recognized in an appropriate manner.

4. Relationship with Donors and Prospective Donors

- 4.1. Solicitation of Gifts** – The interests of the prospective donor will be a primary consideration with respect to any Gift. Authorized representatives, volunteers and staff of the PWRDF will provide information to the donor concerning planning techniques available to achieve the donor's charitable goals.
- 4.1.1. It will be disclosed, on request, whether the individual or entity seeking donations is a volunteer, and an employee or contracted third party.
 - 4.1.2. PWRDF does not, directly or indirectly, pay a finder's fee, commissions or percentage compensation based on donations.
- 4.2. Mailing Lists**
- 4.2.1. PWRDF does not buy or solicit prospective donor lists
 - 4.2.2. PWRDF does not sell or make available existing donor lists
- 4.3. Fundraising solicitations will:**
- 4.3.1. Be truthful
 - 4.3.2. Accurately describe the activities of the PWRDF and the intended use of donated funds
 - 4.3.3. Honour the donors request to receive printed material about the PWRDF
 - 4.3.4. Respect the dignity of those who benefit from the activities of the PWRDF
- 4.4. Volunteers, employees and representatives of the PWRDF who solicit funds will:**
- 4.4.1. Act with fairness, integrity and in accordance with all applicable laws
 - 4.4.2. Adhere to the provisions of applicable professional codes of ethics, standards of practice, etc.
 - 4.4.3. Limit the frequency of contact at the donor's request
 - 4.4.4. Honour the donor's preferred mode of contact
 - 4.4.5. Cease solicitation at the prospective donors request
 - 4.4.6. Disclose immediately to the PWRDF any actual or apparent conflict of interest

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- 4.5. Independent Legal, Tax and Financial Advice** – Donors will always be encouraged to secure the advice of independent legal and financial/tax counsel in all matters pertaining to a Gift to the PWRDF. The prospective donor must sign a disclosure form acknowledging that neither the PWRDF nor its employees will serve as counsel to the donor, stating in part as follows:
“The information provided by representatives of the PWRDF is available free of charge to you. We encourage and recommend that you consult with your lawyer, financial advisor, insurance professional and or tax advisor to review and approve any information or other materials provided to you by the PWRDF representatives.
We will be more than willing to work with your independent advisors to assist you in making and finalizing your decision”
- 4.6. Tax Receipts** – Tax receipts shall conform to rules and regulations set out by the CRA.

5. Revisions of Gift Acceptance Policy

- 5.1.** This policy is to be reviewed annually by the Finance/Fundraising Committees, or
- 5.1.1. Where changing legislation or circumstance, as well as experience realized in the program of the PWRDF, require modification to the policy, Board approval is required.

Approval Date: May 3, 2013

Last Revision Date:

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GLOSSARY

Annuity - A contracted right to receive payments of a specific amount at stated intervals for life, or for a term of years, in consideration of a transfer of cash or other assets.

Bequest or legacy – A gift of cash or property through a will to a stated beneficiary

Canada Revenue Agency – The Canada Revenue Agency (CRA) registers charities, Canadian amateur athletic associations, and other [qualified donees](#). The CRA regulates the tax receiving privileges of qualified donees, and provides donors with relevant information to help them donate wisely.

Cash Equivalents - For the purposes of this policy, the term Cash Equivalents includes cash received from bequests, proceeds from Gift Annuities or Gift Plus Annuities and proceeds from Life Insurance

Deferred gift - Any charitable gift arrangement where the charity's use of the asset is delayed to some future time

Endowment - A principal sum permanently set aside and invested by the charity, with only the income used for charitable purposes.

Gift - A Gift shall have the meaning ascribed to it under the Income Tax Act – essentially that the “transfer is voluntary” and is made “without expectation of return” (Section 3, Revenue Canada's Interpretation Bulletin IT-110R3, “Gifts and Official Donation Receipts”)

Gift Annuity or Charitable Gift Annuity - A fixed sum of money paid by a charity, at certain intervals, for the life of the annuitant(s), in exchange for a donation of cash or other property.

Gift Plus Annuity or Reinsured Gift Annuity - A charitable gift annuity where the charity uses a portion of the contribution to purchase an annuity from an insurance company that will pay the amount promised to the annuitant(s); the portion of the contribution not used to purchase the annuity can be retained and used by the charity

Gift in Kind - A gift of property other than cash

Outright Gift or Present Gift - A gift in which the donor retains no interest and which may be used by the charity now

Planned Gift - Finding a way to make an important gift to a cause you believe in while still getting the best tax benefits possible and achieving the best possible goals

Property - Cash, securities, real estate, art, etc

PWRDF - The Primate's World Relief and Development Fund/Le Fonds du primat pour le secours et le developpement mondial.

*Adapted with permission from The Diocese of Montreal Gift Acceptance Policy
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