

Title	FUNDRAISING AND PHILANTHROPIC GIFT ACCEPTANCE		
Classification	Administrative	Oversight Responsibility	Office of VP, External Relations
Category	External Relations	Responsible Office	Advancement Office
Approval	Board	Effective Date	2024-Dec-10
		Document No.	1101

This policy is applied in a manner consistent with applicable statutory and legal obligations, including university collective agreements and terms of employment.

The most up-to-date versions of the University's policies are posted on the policy and procedure website. If you have printed this policy, please check the website to ensure you have the current version.

The first appearance of terms in **Bold** in this document (except titles) are defined terms – refer to the Definitions section.

1.0 POLICY STATEMENT

- 1.1 Royal Roads University and Royal Roads University Foundation (“University”) welcomes **gifts** from individuals, foundations, and organizations to help the University fulfill its vision of inspiring people with the courage to transform the world.
- 1.2 This policy provides direction for decision making regarding the acceptance of **philanthropic gifts** offered to the University in support of existing or new initiatives, whether the gifts are made during the donor’s lifetime or testamentary (trusts and estates). In this policy, the use of the term “gift” is used interchangeably with the term “donation”. This policy has been established to ensure that:
- a) gift donation and acceptance activities are guided by the University’s vision, values, strategic goals, and commitments;
 - b) consistent, fair, respectful, and ethical relations with all donors are maintained; gift acceptance practices demonstrate integrity, clarity and transparency serving to help advance relationships with donors and create the long-term engagement beneficial to achieving the University’s objectives, and;
 - c) prospective donors and their professional advisors can make informed decisions to complete their gifts in support of the University.

2.0 SCOPE AND COMPLIANCE

- 2.1 This policy extends to **members of the University Community**. Non-compliance with this policy may result in appropriate action, managed in accordance with applicable laws and the University’s policies, collective agreements, and contracts.
- 2.2 This policy governs all fundraising and gift acceptance activities for the University.
- 2.3 This policy does not apply to sponsorships or to non-philanthropic grants and contributions.
- 2.4 Donor recognition, including naming privileges, are excluded from this policy and are addressed in the Gift Acknowledgement, Donor Recognition and Stewardship Policy and the [Donor Naming Privilege Policy](#).

- 2.5 Royal Roads University and Royal Roads University Foundation are registered charities under the Government of Canada Income Tax Act and are eligible to issue official charitable donation receipts.

3.0 POLICY TERMS

- 3.1 This policy is not intended to be exhaustive or inflexible and it is expected that from time to time there will be gifts proposed that require special consideration by the University.
- 3.2 The University generally accepts donations in the form of cash or cash-equivalents, or gifts-in-kind of personal and real property, either as outright donations or deferred donations through planned gift vehicles.
- 3.3 Gifts are accepted and recorded by the University in compliance with applicable federal and provincial legislation including the *Canada Income Tax Act* and Canada Revenue Agency (CRA) guidelines, and University policies, standards and procedures.
- 3.4 Gift donation and acceptance will comply with the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c. 165, other applicable personal information protection legislation, and relevant University policies, standards and procedures.
- 3.6 The University will abide by the Association of Fundraising Professionals' Code of Ethical Standards and the Donor Bill of Rights established by the Council for Advancement and Support of Education.
- 3.7 Donations may be accepted by a third-party (e.g., CanadaHelps; Benevity) and transferred to the University with the third party issuing the applicable charitable donation receipt for the gift.
- 3.8 Donors, third party(s), and/or the University will advise one another of any potential or perceived conflicts of interest at the time of donation. Should a potential conflict of interest be identified after the gift has been offered, the University will determine necessary actions to address the conflict of interest.
- 3.9 **Unrestricted gifts**, including deferred gifts, may be directed by the University to areas of strategic priority and immediate need of the University. These decisions will be reviewed on an annual basis.
- 3.10 Donors may stipulate restrictions on a gift or designate it to a specific purpose. These types of donations will be assessed by the University on a case-by-case basis. Restricted/designated gifts may be subject to a **Capacity Allocation** to ensure the ongoing stability and sustainability of the University.
- 3.11 **Charitable donation** tax receipts are issued in accordance with CRA guidelines.
- 3.12 A **gift agreement** is required for all gifts totaling \$1,000,000 or more and for **named endowment funds**. **Pledges** must be paid within five (5) years with the pledge payment schedule recorded in the gift agreement. All other situations will be determined ad hoc when requested or deemed necessary.
- 3.13 The University reserves the right to accept or decline a gift, at its sole discretion, for any reason.
- 3.14 If a gift is no longer able to be used for its intended purpose, the University will determine the appropriate course of action for **gift reallocation or disposal** and as feasibly possible, consult with the donor or the donor's delegate prior to taking action.
- 3.15 The University will monitor government legislation, best practices, and changes to the philanthropic environment and revise this policy as required. In any event, this policy will be reviewed at least once every three years.

4.0 AUTHORITIES, ROLES AND RESPONSIBILITIES

4.1 Board of Governors

The Board of Governors approves gifts which do not meet the criteria as set out in the Fundraising and Philanthropic Gift Acceptance Standard.

4.2 President

The President and Vice-Chancellor:

- a) approves gifts and pledges valued at \$1,000,000 or greater or any other significant gift or pledge and, if the President and Vice-Chancellor so determines, may request the additional approval of the Board of Governors, or the Chancellor; and
- b) has the sole authority to direct all unrestricted gifts (s.3.9).

4.3 Vice-President, External Relations (VPER)

The VPER:

- a) approves gifts and pledges of \$500,000 up to \$999,999;
- b) ensures that relevant policies, standards, procedures and other documents are in place to manage gift donation and acceptance activities;
- c) informs Executive of any significant issue or matter that affects, or may affect, gift donation and acceptance; and
- d) delegates the implementation and management of this policy and related standards, procedures and processes to the Responsible Office.

4.4 Responsible Office

The Responsible Office:

- a) approves gifts and pledges of \$499,999 or less;
- b) implements and manages this policy and related standards, procedures and processes;
- c) includes relevant University Community members in the decision-making process as part of gift acceptance activities;
- d) confirms with a **gift commitment form** or other documentation any special cases where the donor has provided specific gift instructions to the University, which is signed by the donor;
- e) ensures that all gift acceptance approvals are received and that all gift agreements and/or commitment forms are signed by the appropriate individuals; and
- f) ensures the terms of the donation, including pledge fulfillment or payment schedule, type and source of gift, recognition, capacity allocation and other terms associated with the gift are outlined in a gift agreement or commitment form.

4.5 University Community

The University Community:

- a) will coordinate any fundraising activity, including preliminary discussions with potential donors and/or third party(s) with the Responsible Office; and
- b) will consult with the Responsible Office prior to or during preliminary discussions with potential donors and/or third party(s).

5.0 DEFINITIONS

For the purposes of this policy:

Capacity allocation is a portion of a restricted or designated donation that supports the University's ongoing sustainability and capacity to respond quickly and effectively to the greatest needs of the organization.

Charitable donation means a gift of cash or cash equivalent (including **gifts-in-kind**, gifts of security, foundation grants, deferred gifts including estate gifts, but excludes contract research funding) resulting in the issuing of an official donation receipt for tax purposes.

Deferred gift means a gift that comes into effect on the happening of a future event including, but not limited to, gifts by will (specific or residual), gifts of registered funds or tax-free savings accounts, charitable remainder trusts, and residual interest.

Gift means a voluntary transfer of property without benefit to the donor or to anyone designated by the donor, or of property that qualifies as a charitable donation within the meaning of the split receipting rules of the Income Tax Act (Canada).

Gift agreement is a contract between the University and a donor. This mutually-agreed upon document articulates the terms and conditions of a gift and ensures the donor's wishes are known and understood by the University. The agreement includes the purpose of the gift, the terms of the donation, including pledge payment schedule, type and source of gift, schedule, recognition (including customized or naming recognition) and other terms associated with the gift. All gift agreements will use a standard template prepared with advice from legal counsel.

Gift commitment form articulates the terms and conditions of a gift and ensures any special circumstances requested by the donor are documented. The form specifies the purpose of the gift, amount and pledge payment schedule on a standard template prepared with advice from legal counsel.

Gift disposal means a gift that is no longer able to be used for its intended purpose and may be sold or disposed of. Examples include: the gift terms are no longer deemed ethical; and gifts of securities or gifts-in-kind have no value and/or have served their useful life.

Gift-in-kind means a cash equivalent donation of an asset that can include tangible property (such as equipment, artwork, or real estate) or intangible property (such as stocks, bonds, or intellectual property). Gifts or charitable donations of services (e.g., time, skills or efforts) are not considered gifts-in-kind, they are considered services provided voluntarily.

Gift reallocation means that if the agreed terms for a restricted gift can no longer be effectively met, the University may vary them with the approval of the Vice-President, External Relations and the Vice-President, Finance. All variations will be made in consultation with the donor where possible and will be in keeping, as far as possible, with the general purpose and intent of the gift.

Members of the University Community means members of the Board of Governors, students, employees, contractors, volunteers, guests, visitors and others who access or participate in University academic, administrative, or research activities and operations undertaken on behalf of the University whether on-campus, off-campus, or virtually.

Named endowment funds are established through a donation, which are invested and the returns are used to support a specific program or purpose. The endowment is named after the donor or a chosen honouree.

Philanthropic gift means any cash or cash equivalent asset that qualifies as a charitable donation and is offered and accepted by the University or by a third-party on behalf of the University from activities including, but not limited to, annual giving, deferred gifts, and special fundraising initiatives.

Pledge means a promise or statement of intent to donate a specific sum. The donor fulfills the pledge at a later date, either with one payment or with multiple payments.

Unrestricted gift means a gift offered to the University that is not designated for a defined purpose and can be used to support the vision of the University at its discretion.

6.0 INTERPRETATION

Questions of interpretation or application of this policy will be referred to the Vice-President, External Relations.

7.0 RELATED DOCUMENTS

Royal Roads University Documents and Information

- Corporate Social Responsibility (policy #1022)
- Donor Naming Privilege (policy #1068)
- Philanthropic Gifts (standard, under development)
- Philanthropic Gifts (procedure, under development)
- Privacy and Protection of Information (policy #1090)

Legislation and Other Information

- *Canada Income Tax Act* (R.S.C., 1985, c. 1 (5th Supp.))
- Canada Revenue Agency, [Charities and Giving regulations](#)

Review, Revision and Approval History

<u>Date</u>	<u>Activity</u>
2024-Dec-10	Approved by: Board of Governors
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2025-Dec-10	Next Review (one year post-implementation)