



ORIGINAL

FUNDRAISING POLICY

Policy and procedures on Fundraising, Donations
and Sponsorships

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ACA 009

Fundraising Policy – Africa Children Aid

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ORIGINAL

1. FUNDRAISING POLICIES

1.1 Introduction

Africa Children Aid Members have a crucial role to play in raising funds for **AFRICA CHILDREN AID**. Members are volunteers dedicated to the mission of this organization and the people served by **AFRICA CHILDREN AID**. Members are influential and/or highly innovative members who have contacts in the community.

The expectation of member involvement in fundraising is especially important. This document serves as a specialized agreement or contract in which a member's roll is defined as an individual representative and as well as the part of the Board as entity. It will set out guidelines on how they will participate in the fundraising efforts of this organization.

1.2 Member Duties

- a) A Board member must identify and evaluate prospects, cultivate, and solicit gifts, actively support fundraising programs through marketing and by his/her presence and offer personal acknowledgments to donors and volunteers.
- b) A Board member is obliged to provide leadership and actively advocate **AFRICA CHILDREN AID**'s priorities and the necessity of its fundraising efforts.
- c) A Board member must engage in personal monthly gift support – a minimum monthly contribution of R300 is required. Funders often ask if 100 percent of members give.
- d) A member must be involved, such as providing names of potential donors, writing, or signing fundraising letters, thanking donors personally, accompanying the chief executive on donor and organisational visits or making the ask themselves.
- e) A Board member must engage in planning fundraisers/ event by help selling tickets, contact sponsors/ getting gift and promoting the fundraiser/event
- f) A Board member must also contribute by offering other skills and expertise. E.g. IT, Building, Law, Medical, Accounting etc.

1.2 Board of Trustee Duties

- a) The board of Trustees is responsible for attracting and supervising all the resources of **AFRICA CHILDREN AID** to carry out its programs and services.
- b) The board must develop a strategic plan to deliver benefits to the community it serves and to attract public support.
- c) The board must deliberate on and develop fundraising plans that address staff, systems, space, and budget.
- d) The board is part of an essential team, with the obligation to lead, support, and work together with staff and volunteers in the design, supervision, and conduct of fundraising activities.
- e) The board must take responsibility for guidance and direction on Christian, ethical and professional practices — including use of budget allocated for fundraising activities.
- f) The board must ensure that budget appropriations for fundraising are evaluated as an investment strategy designed for reliable long-term results from faithful donors, committed volunteers, and reliable net revenue that meets organizational priorities.
- g) The board must review the results and evaluate the performance of fundraising activities at all levels to their satisfaction, in accordance with established goals and objectives.

2. DONOR RELATIONS POLICIES

2.1 Introduction

As Members you are urged to treat donors with respect, gratitude, and consideration. It not only makes sense but is also, the only way that we a charitable organization will keep donors coming back. As a non-profit organization is accountable to the public and to the donors who support it. Respecting donors' wishes, first and foremost, demonstrates responsible and ethical behaviour. If a donor makes an unrestricted contribution, **AFRICA CHILDREN AID** is free to use the money to advance the mission however, it deems appropriate. If a donor specifies what the money is to be used for or puts conditions on the contribution, **AFRICA CHILDREN AID** is obligated to follow the donor's wishes if it accepts the gift. Donors have a right to know that their contributions have been put to good use. All donors must receive a copy of the "Donors Bill of Rights"

2.2 Financial contributions

- a) Donors must be recognised for their gifts. It is an essential part of responsible fundraising. This will be done by issuing a receipt in leu of the amount received. Form ACA to be send to donor.
- b) When anonymity is desired by a donor, all the information regarding the donation should be handled as confidential.
- c) All donors contact information is confidential and shall not be shared to other parties without the written consent of the donor.
- d) Keep contact with the Donor. If the Donation was for a specific cause, He/she has the right to know how the contribution was used. If the circumstances have changed and inform the Donor of the changes and ask if the contribution can be used for another project.
- e) Keep a contact sheet of all donors. Frequent newsletters and updates are important.

2.3 Assets

- a) Receiving an asset like a vehicle or property the Donor and participating Board Member will need to draw up a written contract in which the asset is transferred as a gift. These kinds of gifts (e.g., cars, real estate, art) must be documented, valued, and even taxed. Work with lawyers specialized in charitable giving to avoid problems for AFRICA CHILDREN AID and ask that donors do the same.
- b) When a Major Gift is received it is required to provide a worthy and equitable recognition for the gift (unless the donor request not to do so)
- c) When anonymity is desired by a donor, all the information regarding the donation should be handled as confidential.
- d) All donors contact information is confidential and shall not be shared to other parties without the written consent of the donor.
- e) a Thank you letter must be send to Donor by the specific Board member who handled the specific donation.

2.4 Other (clothing, stationary, furniture, food etc)

- a) Donors must be recognised for their gifts. It is an essential part of responsible fundraising. This will be done by issuing a gift receipt in leu of the value or approximate value of the gift.
- b) When anonymity is desired by a donor, all the information regarding the donation should be handled as confidential.
- c) All donors contact information is confidential and shall not be shared to other parties without the written consent of the donor.
- d) a Thank you letter must be send to Donor by the specific Board member who handled the specific donation.
- e) Keep a contact sheet of all donors. Frequent newsletters and updates are important.

2.5 General

- a) All Donors will receive a “Donors Bill of Rights”

3. GIFT ACCEPTANCE POLICIES

3.1 Introduction

Nearly all charitable organizations accept, and most actively solicit, financial gifts. However, there are times when the perception of such gifts might compromise the mission of **AFRICA CHILDREN AID** or the gift might have too many conditions imposed by the donor. This gift acceptance policy helps the board decide whether to accept controversial or “high maintenance” gifts. Because we also receive non-cash contributions, clear gift acceptance policies provide guidance as to whether **AFRICA CHILDREN AID** should accept gifts of real estate, stock, art, or vehicles, and how those gifts will be liquidated or maintained. We as a non-profit organization need not accept a gift simply because it is offered. This gift acceptance policy defines the types of gifts AFRICA CHILDREN AID will allow.

- Not every gift is a blessing. Donors and non-profits do not always share the same values and priorities. Gifts that do not enhance **AFRICA CHILDREN AID’s** mission, priorities, and reputation should be not accepted. (for example, a high valued nude painting will not be accepted)
- Planned giving vehicles, such as bequests and charitable trusts, require that we have the capacity to administer them. They may not be appropriate and full information needs to be obtained and discussed with the boards before it can be accepted.
- Encourage donors to make unrestricted gifts that support the general operating budget. Donor restrictions and conditions must be acceptable to AFRICA CHILDREN AID and support our work.
- Negotiating with generous but demanding donors may be time consuming, but it is important that both parties agree on the terms of the gift and that the gift reflects an investment in work/activities that advance the mission of our organization.
- Donors must also know and understand that gifts that cannot be used in the daily operation of our work/activities can/will be sold and the finances gain will be used in **AFRICA CHILDREN AID** according to needs to advance the mission of our organization.
- Receiving an asset like a vehicle or property the Donor and participating Board Member will need to draw up a written contract in which the asset is transferred as a gift. These kinds of gifts (e.g., cars, real estate, art) must be documented, valued, and even taxed. Work with lawyers specialized in charitable giving to avoid problems for **AFRICA CHILDREN AID** and ask that donors do the same.
- Seriously consider whether the nature of the gift or the source of the gift conflicts with the mission of our organization. For example, we will not accept funding from a nightclub.
- Remain independent to the beliefs and values of Africa Children Aid and do not allow a major donor to lead you off course or to compromise your objectives.

3.2 Refusal of Gifts

The board shall have the right to refuse contributions that do not enhance, promote, and ensure further the purpose of **AFRICA CHILDREN AID** and the long-range financial viability of **AFRICA CHILDREN AID**.

3.2.1 Gifts Received

- a) All gifts received will be recorded.
- b) Financial contributions will be paid into the bank account of AFRICA CHILDREN AID.

- c) Items received and not deemed usable in **AFRICA CHILDREN AID** will be sold by any of the following means: online or in our charity shop. Funds from this will be paid into the bank account
- d) Items used in the daily operation will be booked out to operations.
- e) Assets received and used will be booked out as Assets
- f) The chief executive of **AFRICA CHILDREN AID** and the board have the authority to solicit and/or accept gifts on behalf of **AFRICA CHILDREN AID**.
- g) **AFRICA CHILDREN AID's** responsibility is to productively pursue gifts that will further **AFRICA CHILDREN AID's** mission, goals, and objectives. The primary consideration in the pursuit of gifts is how they can benefit **AFRICA CHILDREN AID** in the most ethical and unencumbered manner.
 - Core Values. Is the gift one that is consistent with **AFRICA CHILDREN AID's** standards, principles, and core values?
 - Compatibility of Cause. Will the gift unnecessarily challenge **AFRICA CHILDREN AID's** ability to further its mission, goals, or objectives?
 - Public Relations. Does the acceptance of the gift present **AFRICA CHILDREN AID** in an unfavourable light? Does it appear that there may exist a conflict of interest between the donor and **AFRICA CHILDREN AID**?
 - Motivation. Is there clear charitable intent and a commitment to **AFRICA CHILDREN AID**?
 - Consistency. Will the acceptance of the gift be compatible and in agreement with other fundraising activities or gifts of **AFRICA CHILDREN AID**?
 - Credibility. Are the circumstances surrounding the donor and the gift believable?
 - Organizational Stability. If controversy develops, will it be significant enough to weaken the structure of **AFRICA CHILDREN AID**?
 - Form of Gift. Will the nature of the in-kind contribution create problems, such as in advertising or sponsorship?
 - Source of Gift. Who is the donor? Is the gift from an individual or a corporation? Does the donor represent a perceived conflict of interest, or might the donor's objectives not fit with the mission of **AFRICA CHILDREN AID**?

3.2.2 Gift Acceptance Policy

- a) Unrestricted, outright gifts of cash, check, credit card, and publicly traded securities do not require approval. Routine gifts are accepted and administered through the director, with final authority to accept routine gifts lying with the chief executive.
- b) Gifts will only be accepted where there is charitable intent on the part of the donor.
- c) **AFRICA CHILDREN AID** is unable to accept gifts that are overly restrictive in purpose. The most desirable gifts are those with the least restrictions, as unrestricted funds allow **AFRICA CHILDREN AID** to address its most pressing needs.
- d) Unless the board grants a specific exception, **AFRICA CHILDREN AID** will not accept any gifts that Contain a condition that requires any action on the part of **AFRICA CHILDREN AID** that is unacceptable to administration
- e) That Contain a condition that the proceeds will be spent by **AFRICA CHILDREN AID** for the personal benefit of a named individual or individuals
- f) That Require **AFRICA CHILDREN AID** and its administration to employ a specified person now or at a future date
- g) That Inhibit **AFRICA CHILDREN AID** from seeking gifts from other donors
- h) That Expose **AFRICA CHILDREN AID** to adverse publicity, litigation, or other liabilities
- i) That Require undue expenditures, or involve **AFRICA CHILDREN AID** in unexpected responsibilities because of their source, conditions, or purpose

- j) That Involve unlawful discrimination based upon race, religion, gender, sexual orientation, age, national origin, colour, disability, or any other basis prohibited by federal, state, and local laws
- k) Noncash gifts will be accepted only when it is reasonably expected they can be converted into cash within a reasonable period or when AFRICA CHILDREN AID can utilize the property in its operations.
- l) Generally, [six months to one year] shall be considered reasonable for conversion to cash. All noncash gifts to AFRICA CHILDREN AID will be sold at the discretion of AFRICA CHILDREN AID, whose express policy will be to convert the property to cash at the earliest opportunity, keeping in mind current market conditions and the potential use of the property in the accomplishment of the mission of AFRICA CHILDREN AID.
- m) Property encumbered by a mortgage or other indebtedness cannot normally be accepted as a gift unless the donor agrees to assume all carrying costs until the property is liquidated. Exceptions to this guideline can be made when the value of the property exceeds the anticipated exposure, or will produce income, or will be used by AFRICA CHILDREN AID in its programs. Associated expenses of a gift made to AFRICA CHILDREN AID are to be borne by the donor.
- n) To avoid conflicts of interest, the unauthorized practice of law, the rendering of investment advice, or the dissemination of income or estate tax advice, all donors of noncash gifts must acknowledge that AFRICA CHILDREN AID is not acting as a professional advisor, rendering opinions on the gift. All information concerning gift planning from AFRICA CHILDREN AID is to be for illustrative purposes only and is not to be relied upon in individual circumstances. AFRICA CHILDREN AID may require a letter of understanding from a donor of a property gift, along with proof of outside advice being rendered, before such a gift will be accepted.
- o) The board shall assure itself that all philanthropic promotions and solicitation are ethical by adopting policies that prohibit AFRICA CHILDREN AID personnel from benefiting personally by way of commissions or other devices related to gifts received.

3.2.3 Review Legal Arrangements

Legal counsel retained by AFRICA CHILDREN AID shall, as required, review legal documents, contracts, and all donor agreements. AFRICA CHILDREN AID shall seek the advice of legal counsel in all matters pertaining to its planned giving program. All agreements shall follow the formats of the specimen agreements to be approved by legal counsel unless counsel has agreed in writing to a change for a specific agreement. AFRICA CHILDREN AID shall encourage donors to seek their own counsel in matters relating to them bequests, life income gifts, tax planning, and estate planning. Alternatively, a donor may sign a document prepared by AFRICA CHILDREN AID, releasing AFRICA CHILDREN AID from any liability, and waiving any conflict.

3.2.4 Professional Fees

While AFRICA CHILDREN AID is happy to help attorneys and other professional advisors by providing specific language to be used in charitable giving instruments, it cannot pay any attorney's or advisor's fees associated with this work.

3.2.5 Unacceptable Gifts

AFRICA CHILDREN AID reserves the right to refuse any gift that is not consistent with its mission. In addition to and without limiting the generality of, the following gifts will not be accepted by AFRICA CHILDREN AID:

- a) Gifts that violate any law.

- b) Gifts that contain unreasonable conditions (e.g., a lien or other encumbrance) or gifts of partial interest and property
- c) Gifts that are financially unsound
- d) Gifts that could expose the AFRICA CHILDREN AID to liability

3.2.6 Stewardship

AFRICA CHILDREN AID will be responsible for good stewardship toward its donors by following these guidelines:

- a) All gifts will be acknowledged within the required, or otherwise reasonable, period.
- b) All gift acknowledgment letters/receipts will be prepared by the chief executive or his or her designee.
- c) Files, records, and mailing lists regarding all donors and donor prospects are maintained and controlled by AFRICA CHILDREN AID. Maximum use will be made of information and contacts that members of the board, various volunteer groups, or the staff have with potential donors.
- d) Written reports of interviews and solicitations will be maintained in the donor prospect file and/or computer.
- e) This information is confidential and is strictly for the use of AFRICA CHILDREN AID board and staff. Use of this information shall be restricted to organization purposes only. Donor has the right to review his or her donor fund file(s).
- f) Should the gift be restricted, AFRICA CHILDREN AID will provide the donor with a narrative and financial report detailing the activities made possible by their support. This report will be submitted to the donor within 21 days of the completion of the underwritten activities.
- g) Gifts to AFRICA CHILDREN AID and accompanying correspondence will be considered confidential information, except for the publication of donor recognition societies. All donor requests for confidentiality will be honoured.
- h) Names of donors will not be provided by AFRICA CHILDREN AID to other organizations, nor will any lists be sold or given to other organizations.

3.2.7 Conflict of Interest

- a) The AFRICA CHILDREN AID board will assure itself that AFRICA CHILDREN AID personnel are circumspect in all dealings with donors to avoid even the appearance of any act of self-dealing.
- b) The board will consider a transaction in which the employee has a “material financial interest” with a donor an act of self-dealing. In reviewing self-dealing transactions, the board shall consider financial interest “material” to an employee if it is sufficient to create an appearance of a conflict. In each case, this will be a question of fact.
- c) The board will examine all acts of self-dealing including, but not limited to prohibition against personal benefit. Those individuals who normally engage in the solicitation of gifts on behalf of AFRICA CHILDREN AID shall not personally benefit by way of commission, contract fees, salary, or other benefits from any donor in the performance of their duties on behalf of AFRICA CHILDREN AID. (The definition of individuals includes each of the categories of employees of AFRICA CHILDREN AID. Individuals are further defined to include associations, partnerships, corporations, or other enterprises in which a member of the staff holds a principal ownership interest.)

3.2.8 Conformity to Government Laws and Regulations

- a) The board will assure itself that fundraising activities comply with local, provincial and National Laws and regulations.

4. SPONSORSHIP POLICIES

4.1 Introduction

A corporate sponsorship is a financial relationship between a non-profit organization and a commercial enterprise that is of mutual benefit. In exchange for money, products, or services, the non-profit provides the corporation with recognition and, at times, use of its name in corporate marketing.

A sponsorship is a mutually beneficial exchange whereby the sponsor receives value in return for cash or goods or services-in-kind provided to AFRICA CHILDREN AID. The relationship requires a formal written agreement or confirmation setting out the terms of the sponsorship, including any recognition to be provided to the sponsor, and must be signed by an authorized member of the sponsor and by AFRICA CHILDREN AID's chief executive or designee.

Sponsorships are usually considered business expenses and not charitable donations. They are typically funded from corporate marketing budgets. Sponsorships must comply with AFRICA CHILDREN AID's policy on conflict of interest. The organization reserves the right to refuse or decline any offer of sponsorship at its absolute discretion or to negotiate with the sponsor concerning any aspect of a proposed sponsorship. Sponsorships do not imply endorsement of products or services by AFRICA CHILDREN AID. A sponsorship does not automatically imply any exclusive arrangement with AFRICA CHILDREN AID.

AFRICA CHILDREN AID's chief executive, in concert with the marketing and communications division, is responsible for determining whether a sponsorship will be solicited and/or accepted based on an assessment of the best interests of AFRICA CHILDREN AID and the wishes of its members. AFRICA CHILDREN AID's chief executive may refuse any sponsorship deemed at variance with AFRICA CHILDREN AID's mission, goals, policies, and best interests.

Four types of corporate sponsorship:

- Event Marketing: A company sponsors a specific event. For example, Adidas, Heineken, and Hyundai have been sponsors of past Olympic Games.
- Partner Sponsorship: A long-term partnership between a non-profit and a corporation. For example, a local mechanic sponsors a little league baseball team.
- Cause-Related Marketing: A corporate sponsor promotes a specific cause by donating a percentage of its profits from the purchase of a product or service. For example, American Express gives a percentage of its profits to Share our Strength.
- Endorsements: A corporation pays a royalty fee for the use of a charity's name or logo on its products. For example, NicoDerm has given money to the American Lung Association to use the ALA name and logo in commercials and on its packaging.

Four types of Sponsorship Categories

- Individual Sponsorship. Sponsorship of an individual AFRICA CHILDREN AID event, program, or asset. Events, programs, or assets shall be limited to those coordinated or managed by a single departmental entity.

- Multiple Sponsorship. Sponsorship of a series of AFRICA CHILDREN AID events, programs, or assets OR sponsorship of an individual event, program, or asset coordinated or managed by multiple departmental entities.
- Naming Rights Sponsorship. Any sponsorship that falls into the definition for naming rights.
- Purchasing Sponsorship. Any sponsorship that includes purchasing of commodities, materials, equipment, or services.

Definition of Sponsorship

- a) “Sponsorship” shall mean a mutually beneficial business arrangement between AFRICA CHILDREN AID and a third party, wherein the third party provides cash and/or in-kind services to AFRICA CHILDREN AID in return for access to the commercial and/or marketing potential associated with AFRICA CHILDREN AID. Sponsorships may include sponsorship of one or more of AFRICA CHILDREN AID’s services, projects, events, facilities, or activities.
- b) “Sponsorship agreement” shall mean a mutually beneficial, contractual agreement that reflects the business arrangement for the exchange of commercial and/or marketing benefits between AFRICA CHILDREN AID and a third party for a specified period.
- c) “Sponsor” shall mean a third party that enters into a sponsorship agreement with AFRICA CHILDREN AID.
- d) “In-kind sponsorship” shall mean a sponsorship received in the form of goods and/or services rather than cash.
- e) “Request for sponsorship (RFS)” shall mean an open and competitive process whereby third parties may express their interest in participating in sponsorship opportunities with AFRICA CHILDREN AID. Requests for sponsorship should include a summary of the sponsorship opportunity, benefits for participation, and a description of the open and competitive procedure for expressing interest in participating in sponsorship opportunities.
- f) “Naming rights” shall mean a type of sponsorship in which a third party purchases the exclusive right to name a whole asset or venue. The naming of a component of an asset or venue (e.g., a bench in a park, specific room in a building) is not considered to be naming rights for the purposes of this policy and would be categorized as per section VI (Type A, B, or D). Sponsorship naming rights are considered in the commercial context only, where the naming right is sold or exchanged for significant cash or other revenue support. This arrangement must be documented in an agreement signed by the interested parties and shall have a specified end date to the contractual obligations. This policy shall not apply to honorary and philanthropic naming rights, which are addressed as provided in the [relevant policy].
- g) “Naming rights agreement” shall mean a written contract evidencing the right to name or rename AFRICA CHILDREN AID-owned facilities or land that contains terms acceptable to AFRICA CHILDREN AID. In most cases, indemnification and termination clauses would be required as part of the agreement. All such agreements are to be reviewed by AFRICA CHILDREN AID’s attorney prior to finalization to ensure that AFRICA CHILDREN AID’s legal interests are protected. Dates indicating the term of the agreement should be included.
- h) “Philanthropic contribution” shall mean a contribution to AFRICA CHILDREN AID from a third party for which there is no reciprocal commercial and/or marketing benefit expected or required from AFRICA CHILDREN AID. Such contributions are separate and distinct from sponsorship and shall be governed by a separate AFRICA CHILDREN AID policy.

It is important that any sponsorship arrangement involving AFRICA CHILDREN AID should:

- Be unambiguous and clearly understood by all parties.
- Avoid any real or perceived conflict of interest.

- Avoid real or implied endorsement of a commercial product.
- Avoid partnerships with inappropriate individuals and organizations.
- Receive appropriate approval (see below).
- Be fully accountable to AFRICA CHILDREN AID's board.

4.2 General Principles Governing Sponsorship

- a) There must not be preferential treatment because of sponsorship, for example an expectation that a company will get favoured treatment by AFRICA CHILDREN AID over a competitor.
- b) Where appropriate, sponsorship should be arranged after publicly calling for expressions of interest to ensure there is no disadvantage to any individual or business.
- c) Individual staff should not receive any substantial benefit from association with sponsors. Any commissions, substantial gifts, or other financial benefits should be brought to the attention of a supervisor.
- d) AFRICA CHILDREN AID must retain control over any sponsored program and sponsors should not have any input into operational matters relating to a project they have sponsored.

4.3 Who Can Be a Sponsor?

- a) Sponsorship arrangements will only be with individuals or companies held in high regard.
- b) Sponsorship should be avoided with any industry or organization that has a real or perceived conflict of interest and does not support the way AFRICA CHILDREN AID staff perform their duties.
- c) The sponsoring organization's policies and procedures will be in concert with the corporate philosophy of AFRICA CHILDREN AID and not likely to cause embarrassment to AFRICA CHILDREN AID.

4.4 General Guidelines

To ensure editorial integrity, AFRICA CHILDREN AID has established the following principles to guide the acceptance and display of sponsorship advertising in association with its content:

- a) All sponsorship or advertising shall comply with the laws and regulations of the South African Government and/or country of operation
- b) AFRICA CHILDREN AID shall have sole discretion for determining sponsors and the display of sponsor advertising. All sponsored programs will be recognized as such.
- c) Acceptance of sponsorship advertising shall in no way indicate AFRICA CHILDREN AID's endorsement of the sponsor's products and/or services.
- d) AFRICA CHILDREN AID shall review all sponsorship and advertising claims to therapeutic benefit and reject any unsubstantiated claims. AFRICA CHILDREN AID will not knowingly advertise any forms of products or services that are harmful to health.
- e) Sponsors shall not dictate the form or substance of any content appearing on a sponsored program for AFRICA CHILDREN AID.
- f) AFRICA CHILDREN AID shall be solely responsible for communicating and ensuring compliance of its sponsorship advertising policy to all its participants.
- g) The AFRICA CHILDREN AID sponsorship policy will be available on AFRICA CHILDREN AID's Web site.

4.5 Purpose

The aim of this policy is to create an authorized environment for entering into sponsorship agreements with third parties where such sponsorships are mutually beneficial to both parties in a manner that is consistent with all applicable policies set by AFRICA CHILDREN AID. The purpose of the policy and procedures as outlined is to:

- a) Uphold AFRICA CHILDREN AID's stewardship role to safeguard AFRICA CHILDREN AID's assets and interests.

- b) Provide employees with guidelines and procedures based on best practices; and
- c) Protect AFRICA CHILDREN AID from risk.

AFRICA CHILDREN AID shall not relinquish to the sponsor any aspect of AFRICA CHILDREN AID's right to manage and control AFRICA CHILDREN AID's assets or facilities.

This policy is not applicable to philanthropic contributions, grants, or unsolicited donations in which no benefits are granted to the sponsor and where no business relationship exists.

Scope

A. This policy applies to all AFRICA CHILDREN AID business units, departments, and divisions.

B. This policy does not apply to:

- Independent foundations or registered charitable organizations from which AFRICA CHILDREN AID may receive benefit.
- Philanthropic contributions or unsolicited donations to AFRICA CHILDREN AID.
- Funding obtained from other orders of government through formal grant programs.
- AFRICA CHILDREN AID sponsorship support of external projects where AFRICA CHILDREN AID provides funds to an outside organization.
- Third parties who lease AFRICA CHILDREN AID property or hold permits with AFRICA CHILDREN AID for activities or events.

4.6 Restrictions

In general, the following industries and products are not eligible for sponsorships with AFRICA CHILDREN AID:

- police-regulated businesses.
- political organizations.
- companies whose business is substantially derived from the sale of alcohol,
- tobacco, firearms, or adult use.

AFRICA CHILDREN AID shall reject advertising that does not comply with the standards set forth in this policy. All full advertising graphic designs must be submitted in sufficient detail to determine content and final general appearance to the relevant administrator or his or her designee for review and approval before application.

- The approval process for advertising design shall not exceed 5 business days from time of submittal.
- The following standards for advertising are adopted and will not be displayed if it
 - Is false, misleading, or deceptive
 - Relates to an illegal activity
 - Is explicit sexual material, obscene material, or material harmful to minors
 - Advertises tobacco products
 - Includes language that is obscene, vulgar, profane, or scatological
 - Relates to instruments, devices, items, products, or paraphernalia that are designed for use in connection with specific sexual activities
 - Depicts violence and/or antisocial behaviour

4.7 Policy

Sponsorships will not result in any loss of AFRICA CHILDREN AID jurisdiction or authority.

All approved sponsorship agreements must include:

- a) Signatures by authorized representatives of AFRICA CHILDREN AID and the sponsor. Authorized representative of AFRICA CHILDREN AID shall be the highest-ranking approval authority from the above-stated review process.
- b) Terms of the agreement, including provisions for termination.
- c) Details of the exchange of benefits, including what will be provided to AFRICA CHILDREN AID by the sponsor and what will be provided by AFRICA CHILDREN AID to the sponsor.
- d) A report summarizing approved sponsorship agreements shall be filed on the consent agenda of the board at least quarterly and filed with the clerk of the circuit court for placement in board records.
- e) Solicitation and negotiation of sponsorships will be conducted by AFRICA CHILDREN AID staff who are specifically designated by the department director, or by outside contract as approved by the department director. Directors are responsible for ensuring that staff understand the requirements of this policy and that they are provided with appropriate guidance and/or training related to sponsorship practices.
- f) All AFRICA CHILDREN AID sponsorship agreements will be negotiated in good faith and represent AFRICA CHILDREN AID in a professional manner.
- g) AFRICA CHILDREN AID will not accept advertising or corporate sponsorship that reflects in a negative manner on AFRICA CHILDREN AID, does not align with its mission statement, or is not in the best interest of the health and safety of AFRICA CHILDREN AID.
- h) AFRICA CHILDREN AID does not accept advertising or corporate sponsorships for certain categories of products and services, including alcohol products, illegal drugs and drug paraphernalia, weapons, tobacco products or establishments, sexual escort services, gambling opportunities or casinos, weight-loss products or plans, check cashing services, and credit cards.
- i) AFRICA CHILDREN AID does not endorse, directly or by implication, any products, services, or ideas advertised except those sponsored directly by AFRICA CHILDREN AID.
- j) Purpose of Policy
 - AFRICA CHILDREN AID seeks to provide an environment in which [organization-specific activities] can occur relatively free from the pervasive messages of the broader commercial society. The advertising and corporate sponsorship policy is designed to guide decision making for AFRICA CHILDREN AID personnel who are approached by external advertisers or sponsors who want to access the AFRICA CHILDREN AID community and for departments and programs seeking supplemental revenue to support AFRICA CHILDREN AID activities from external advertisers or sponsors. The policy also is designed to be mindful of AFRICA CHILDREN AID's status as a non-profit organization under the law.

ADDENDUM A

THE DONOR BILL OF RIGHTS

Philanthropy is based on voluntary action for the common good. It is a tradition of giving and sharing that is primary to the quality of life. To ensure that philanthropy merits the respect and trust of the general public, and that donors and prospective donors can have full confidence in AFRICA CHILDREN AID and our causes they are asked to support, we declare that all donors have these rights:

1. To be informed of the organization's mission, of the way the organization intends to use donated resources, and of its capacity to use donations effectively for their intended purposes.
2. To be informed of the identity of those serving on the organization's governing board, and to expect the board to exercise prudent judgment in its stewardship responsibilities
3. To have access to the organization's most recent financial statements
4. To be assured their gifts will be used for the purposes for which they were given or alternatively be communicated with
5. To receive appropriate acknowledgement and recognition or to stay anonymous.
6. To be assured that information about their donation is handled with respect and with confidentiality to the extent provided by law
7. To expect that all relationships with individuals representing organizations of interest to the donor will be professional in nature
8. To be informed whether those seeking donations are volunteers, employees of the organization, or hired solicitors
9. To have the opportunity for their names to be deleted from mailing lists that if AFRICA CHILDREN AID may intend to share
10. To feel free to ask questions when donating and to receive prompt, truthful, and forthright answers

ADDENDUM B

SPONSORSHIP FORMAL WRITTEN AGREEMENT

SPONSORSHIP AGREEMENT

DATE:

PROJECT NAME:

BETWEEN:

_____ (Sponsor)

AND

AFRICA CHILDREN AID

TERMS OF AGREEMENT:

1. AFRICA CHILDREN AID agrees to grant the sponsor the following sponsorship rights:
 - (List all benefits to sponsor.)
2. It is agreed that at the time of renegotiation, AFRICA CHILDREN AID will automatically invite the sponsor to renegotiate the agreement.
3. The sponsorship will be for the period of _____ till _____.
4. The sponsor agrees to provide:
 - (List all the provisions of the sponsor.)
5. AFRICA CHILDREN AID agrees to provide the sponsor in the form of
 - (List all the provisions of AFRICA CHILDREN AID.)
6. In the event of a dispute arising that the parties themselves cannot resolve, the parties agree to refer the matter to an independent arbitrator appointed by mutual agreement.
7. If the parties cannot agree on an arbitrator, or both parties do not agree with the decision of the arbitrator appointed, the agreement may be terminated in the following manner:
 - a) If the breach is one that can be rectified, then the non-breaching party can request in writing that the breach be rectified in 14 days. If the breach is not rectified within that time, the non-breaching party may terminate the Agreement immediately.

b) If the breach is one that cannot be rectified, the non-breaching party may terminate the Agreement by giving 14 days written notice of their intention to terminate.

c) If either party goes into liquidation, is wound up, dissolved (except for the purpose of reconstruction or amalgamation), enters into a scheme of arrangement or is placed under official management or in receivership, the other party may terminate the Agreement by giving 14 days written notice of their intention to terminate under the clause.

d) In the event of a termination under this Agreement, each party's rights and liabilities will cease immediately but the termination shall not affect a party's rights arising out of a breach of this agreement by the other party.

8. Where one party is unable to carry out its obligations under this agreement due to Circumstances beyond its control or which it could not have prevented, those obligations are suspended whilst those circumstances continue, provided the other party is notified and the first party uses its best endeavours to overcome the circumstances preventing its obligations from being carried out.

9. Each party shall indemnify the other against any claims arising from any breach of the agreement by either party.

10. The terms and conditions of this agreement shall not be disclosed to any third parties without the prior written consent of both parties.

11. The rights of either party under this agreement shall not be transferable or assignable either in whole or in part.

Signed:

FOR THE SPONSOR

FOR AFRICA CHILDREN AID

SIGNATURE

SIGNATURE

NAME PRINTED

NAME PRINTED

Title

Title

Date

Date