



# Gifts and Sponsorship procedure

## Section 1 - Preamble

(1) This Procedure is effective from 26 February 2015.

## Section 2 - Purpose

(2) This Procedure outlines the processes for effective fundraising in line with the University's strategic objectives and core commitments; to ensure that duplication of donor and sponsor cultivation is eliminated; and to ensure donors and sponsors are properly recorded and acknowledged.

## Section 3 - Scope

(3) This Procedure applies to the acceptance, recording and recognition of gifts sponsorships to the University.

## Section 4 - Policy

(4) This Procedure is pursuant to the [Gifts and Sponsorship policy](#).

## Section 5 - Procedure

(5) The Office of the Chief Advancement Officer maintains a record of donors and sponsors, prospective donors and sponsors, gifts and sponsorship made to the University, and any other information appropriate for the effective management of University fundraising and the ongoing relationships with donors and sponsors.

(6) Donor and sponsor enquiries will be directed to Deakin Advancement to ensure coordinated communication with donors and sponsors, and accurate and appropriate record-keeping.

(7) The cultivation and solicitation of major prospective donors or sponsors is managed by Deakin Advancement as outlined in the [Prospect Management procedure](#).

(8) The University will not provide tax or legal advice to donors or sponsors. The University encourages donors and sponsors to seek independent professional advice when considering a gift or sponsorship.

### Adequacy of gifts and sponsorship

(9) The University reserves the right to refuse or return a gift or sponsorship. All gifts and sponsorship must be acceptable under the University's [Gifts and Sponsorships Policy](#) and meet the requirements of this Procedure. The Chief Advancement Officer will resolve any question of adequacy or appropriateness of a gift or sponsorship and bears ultimate responsibility for the authority to accept or decline a gift or sponsorship.

(10) The amount of an endowment will generate sufficient annual investment income to fund that which it is intended

to support.

(11) In-kind gifts or sponsorships are considered in light of the University's capacity to use them, their benefits, and any associated costs required for use and maintenance.

### **Refusal of gifts and sponsorship**

(12) Donations may be refused where the donor is unknown and a receipt cannot be issued. All gifts without documentation identifying the donor should be referred to Advancement for consideration.

(13) Donations or sponsorships which are designated and cannot be used in accordance with the intentions or purposes of the donor or sponsor will not be accepted.

(14) Donations or sponsorship which would compromise the University's integrity, autonomy or academic freedom, or where such acceptance would be inconsistent with the University's objectives and policies will be refused.

(15) The University reserves the right to decline a gift or sponsorship for any other reason. All staff should contact Advancement if in doubt about accepting a gift or sponsorship.

### **Refund of gifts and sponsorship**

(16) The University will not refund a gift unless it was genuinely contributed in error.

(17) The University will consult the Sponsorship Agreement and the General Counsel when considering the refund of a sponsorship.

### **Recording of gifts and sponsorship**

(18) All gifts and sponsorships to the University will be recorded by Deakin Advancement.

(19) All gifts will be receipted by Deakin Advancement.

(20) Staff in the Deakin Finance and Financial Resource Management will record, manage, track, invest and report monthly to Deakin Advancement on monies received from fundraising.

(21) Staff from Student Finance Group will report each trimester to Advancement on the status and use of funds raised for University scholarships.

(22) Scholarship recipients will be required to report to Student Finance Group in a timely manner to fulfil any reporting conditions of their scholarship.

(23) Staff members in faculties and other organisational units will report to Advancement on the status and use of other funds raised for which their area is the beneficiary.

### **Restriction on gifts**

(24) The University may accept designated or undesignated gifts.

(25) Deakin Advancement ensures that designated gifts are used in accordance with the donor's intention.

(26) Deakin Advancement ensures that relevant University staff and offices are aware of gifts of which they are beneficiaries and any associated terms and conditions.

(27) Undesignated gifts are used to benefit the University's strategic objectives and core commitments.

## Acceptance of gifts and sponsorship

(28) To accept a gift the following information is required:

- a. name of donor
- b. address of donor
- c. date of receipt of the gift
- d. clear documentation of the
  - i. donor's intentions
  - ii. donor's preference in relation to recognition or anonymity
  - iii. expectations for reporting on the use of the gift, and
  - iv. the means by which the gift was solicited.

(29) A gift made by using the University's [online giving facility](#) or by using an appeal or campaign form will provide sufficient evidence of the donor's intentions if the facility/form collects the information above.

## Gift agreements

(30) A gift agreement is not required for gifts under \$15,000 but is advisable for designated gifts of \$15,000 or more to ensure the donor's intentions are clearly understood and documented.

(31) Gift agreements are prepared by the donor's Prospect Manager and based on the gift agreement template.

(32) Gift agreement templates are maintained by Deakin Advancement and contain the following details:

- a. name and contact details of the donor
- b. name of the activity for recording the bequest in the Deakin Financial Management System
- c. amount, pledge schedule and beneficiary of the gift
- d. donor's intention for the gift
- e. sufficient detail to allow Deakin Advancement to determine whether donor's intention can be realised.

(33) A gift agreement may be varied by written notice agreed by the University and the donor.

## Sponsorship agreements

(34) All sponsorships entered into must be underpinned by a formal agreement that:

- a. designates a person responsible for ensuring the terms of the agreement are fulfilled and
- b. complies with the requirements of the [Contracts policy](#).

## Valuation

(35) Where the Australian Tax Office requires that an approved valuer determines the value of an in-kind gift, it is the responsibility of the donor to arrange appropriate valuation.

(36) The Chief Advancement Officer or the beneficiary may choose to assist the donor with the process of valuation. The beneficiary must liaise with Deakin Advancement to ensure appropriate communication between all parties.

## Online giving

(37) Deakin Advancement manages online giving to the University.

(38) Where Faculties or Portfolios wish to use a third party online donation system, they must contact Deakin Advancement to ensure that:

- a. The University's requirements for fundraising are met
- b. Deakin Advancement has sufficient information and access to record gifts on the Deakin Advancement system and issue receipts.
- c. They have the approval of the Chief Advancement Officer.

## **Receipting and acknowledging**

(39) Cheques and cash must be deposited at the cashier's office on the campus where the funds were received.

(40) Credit card payments must be handled per the [Payment Card Security procedure](#).

(41) Cashier receipts must be promptly forwarded to Deakin Advancement for all gifts along with documentation supporting the gift.

(42) Notifications of gifts expected to be directly deposited to the University's bank account must be promptly forwarded to Deakin Advancement along with documentation supporting the gift.

(43) Supporting documentation may include but is not limited to: a letter from the donor, a gift agreement, a grant agreement, a notice of successful grant, a university appeal or campaign form.

(44) Deakin Advancement will review the supporting documentation to determine if the gift falls within the gift acceptance guidelines in this procedure. Deakin Advancement will contact the notifier if additional information is required to make a determination or for the purpose of recording and stewarding the gift.

(45) Acknowledgement letters and tax deductible receipts will be generated from the Deakin Advancement system for all gifts.

## **In-kind gifts**

(46) Cultural gifts, gifts of art and gifts of library materials are managed as per the [Art Collection and Galleries procedure](#) and the [Library Donations procedure](#).

(47) Notification of cultural gifts, gifts of art and gifts of library materials must be forwarded to Deakin Advancement with supporting documentation for the purpose of recording and stewarding the gift.

(48) In-kind gifts are acknowledged by Deakin Advancement, however they must not be receipted.

## **Stewardship of donors**

(49) Deakin Advancement manages relationships with the University's donors for the long term benefit of the University. This management includes:

- a. acknowledging and thanking donors including public recognition, managing public announcements and donor recognition events.
- b. producing reports regarding the impact of gifts
- c. producing regular general information regarding the University's fundraising activities and its beneficiaries
- d. liaising with Faculties and Portfolios and to identify appropriate events for donor invitations
- e. producing events to celebrate and acknowledge donors.

(50) The University will protect the confidentiality of donors consistent with their wishes, University policy and

Australian legislation.

(51) The University is committed to ensuring gifts are used for their designated purpose. In the event a gift, for any reason, cannot be used for the designated purpose, the University will endeavour to use the gift for a related purpose. Where possible, this will be done in consultation with the donor or donor's representative with the aim of using the gift in a manner that most nearly accomplishes the donor's intention or is consonant with the spirit and intent of the donor's gift.

## Section 6 - Definitions

(52) For the purpose of this Procedure:

- a. beneficiary: the area which will receive the benefits from a gift or sponsorship.
- b. bequest: money, property or other assets bequeathed by Will.
- c. designated: the donor or sponsor has given specific directions regarding the purpose for which the gift or sponsorship should be used.
- d. cultural gift: an item of cultural significance donated from a private collection to a public collection and accepted under the [Australian Government's Cultural Gifts Program](#).
- e. endowment: a gift made with the intention that the funds are invested to support the beneficiary from investment income. Annual expenditure is restricted to the investment income. The University may reinvest a portion of investment income with the principal to preserve its value over time.
- f. fundraising: as defined in the [Gifts and Sponsorship policy](#).
- g. gift: as defined in the [Gifts and Sponsorship policy](#).
- h. gift agreement: a written agreement between the donor and the University describing the gift's designation, pledge schedule, acknowledgement or anonymity of the donor, and the University's commitment to reporting the impact of the gift to the donor or the donor's representative.
- i. in-kind: a gift or sponsorship other than cash.
- j. pledge: A commitment by a donor to give a gift in the future. Pledges may be a one-off payment or instalments according to a fixed schedule.
- k. Prospect Manager: a person, usually from the Donor Relations team in the Deakin Advancement and appointed by the Chief Advancement Officer to be responsible for the University's relationship with a particular donor or sponsor.
- l. sponsorship: as defined in the [Gifts and Sponsorship policy](#).
- m. stewardship: the process whereby the University cares for and protects its philanthropic support in a way that responds to the donor's expectations and respects the act of giving.
- n. undesignated: the donor or sponsor has given no specific directions regarding the purpose for which the gift or sponsorship should be used, or they direct that the gift or sponsorship is for the general support of the University.
- o. will: a legal declaration of a person's wishes regarding disbursement of their assets after death

## Status and Details

<b>Status</b>	Current
<b>Effective Date</b>	1st February 2016
<b>Review Date</b>	1st February 2019
<b>Approval Authority</b>	Vice-Chancellor
<b>Approval Date</b>	26th February 2015
<b>Expiry Date</b>	To Be Advised
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