



# Philanthropic Gift Acceptance procedure

## Section 1 - Preamble

(1) This Procedure is effective from 19 May 2022.

## Section 2 - Purpose

(2) This Procedure sets processes for the University to receive and use philanthropic gifts in a lawful, responsible and ethical manner.

## Section 3 - Scope

(3) This Procedure applies to the solicitation, acceptance, and administration of philanthropic gifts to the University. This Procedure does not include in-kind cultural gifts, gifts of art and gifts of library materials which are managed in accordance with the [Art Collection and Galleries procedure](#) and [Library Donations procedure](#).

## Section 4 - Policy

(4) This Procedure is pursuant to the Philanthropic Gifts policy.

## Section 5 - Procedure

(5) Deakin staff must inform Deakin Advancement of:

- a. intended approaches to prospective donors
- b. approaches received from prospective donors as soon as practicable.

(6) Deakin Advancement will undertake due diligence of prospective donors, including but not limited to:

- a. matters set out in the Philanthropic Gifts policy
- b. the legal capacity of the potential donor
- c. the activity that, directly or indirectly, generated the revenue.

(7) Staff involved in soliciting gifts will consider the Philanthropic Gift policy before developing relations with potential donors.

(8) Deakin University does not provide legal, tax or financial advice to donors. Donors are encouraged to discuss all gift planning decisions with their own legal, financial or tax advisors before entering into any commitment to make a gift to the University. Donors are responsible for all costs in relation to obtaining such independent professional advice.

## Due diligence

(9) The Prospect Strategy team within Deakin Advancement will undertake a due diligence assessment of all prospective gifts. The due diligence assessment will be appropriate to the value of the gift and may include but is not limited to:

- a. the value of the gift
- b. the type of gift (whether the gift is financial or non-financial)
- c. matters set out in the Philanthropic Gifts policy
- d. whether the proposed gift is adequate to achieve the intended purpose of the gift
- e. whether any additional costs will arise if the gift is accepted
- f. any expectations that a donor may have in relation to the gift are reasonable and able to be met
- g. non-financial gift considerations include:
  - i. the benefits the gift brings
  - ii. the University's capacity to use the gift effectively
  - iii. any ongoing costs associated with their use and maintenance
- h. endowed gifts are evaluated in terms of:
  - i. whether the gift amount is adequate to generate sufficient income to fund the intended purpose of the gift, or if the University agrees to meet additional costs required; and
  - ii. any other requirements as determined by the Office of the Chief Financial Officer
- i. any risk associated with the gift, including but not limited to lawfulness of the gift, compromising academic freedom and freedom of speech, academic quality and integrity and the autonomy of the University
- j. internal and external advice, as relevant.

(10) The Chief Advancement Officer or the Vice-Chancellor can, at any time, refer a gift that creates a potential, perceived or actual conflict with the Philanthropic Gift policy or this Procedure to the Gift Committee for consideration. The Gift Committee will consider all relevant information and make a recommendation to the Chief Advancement Officer regarding the gift.

## Gift acceptance

(11) The Chief Advancement Officer can, on behalf of the University, accept or decline a gift.

(12) The Chief Advancement Officer may return a gift at any time.

(13) Once a determination is made to formally accept a gift, the gift documentation must be finalised and where required, signed by the donor and the University. Documentation may take the form of, but is not limited to, a gift agreement, a Will, a gift receipt. All gift documentation must include:

- a. name of donor and, where relevant, the donor's Australian Company Number or Australian Business Number
- 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.

## Gift agreements

(14) A gift agreement is not required for gifts under \$25,000 but is advisable for designated gifts of \$25,000 or more to ensure the donor's intentions are clearly understood and documented.

(15) The donor's Prospect Manager, in collaboration with the Manager, Gift Processing and Administration will prepare a gift agreement using the gift agreement template. The gift agreement will include the information set out in clause 13, the pledge schedule and any other relevant information.

## Online giving and other fundraising activities

(16) Deakin Advancement manages online giving and other online fundraising activities that support the University.

(17) The Chief Advancement Officer may consider approving the use a third-party online donation system or additional online fundraising activities, where:

- a. the University's requirements for fundraising are met
- b. there is sufficient information and access to record gifts on the Advancement donor and alumni relationship management system and issue receipts.

## Gift processing and receipting

(18) Deakin Finance will notify Deakin Advancement when the University receives payment or transfer of a gift/s.

(19) Deakin Advancement will acknowledge gifts and issue receipts in accordance with legislative and regulatory requirements.

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

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

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

(23) 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.

(24) 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.

(25) 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 administering the gift.

## In-kind gifts

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

(27) 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.

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

## **Gift expenditure**

(29) The beneficiaries of the gift (i.e., the relevant organisational unit) are responsible for the management and monitoring of gift expenditure and must ensure the funds remain in credit.

(30) Gifts must be expended in accordance with the donor's intention, relevant laws, and with respect to the policies and procedures of the University.

(31) The University's preference is to convert non-financial gifts into cash (unless the gift agreement states otherwise) and use in accordance with the conditions in which they were given. Deakin Advancement will act on the advice from the Office of the Chief Financial Officer on the sale of non-financial gifts.

(32) Endowed gifts are to be used in accordance with the conditions in which they were given, and are to be invested by the Chief Financial Officer or nominee into the University's professionally managed investment portfolios.

(33) The University is committed to ensuring gifts are used for their designated purpose. The Chief Advancement Officer can vary the designation of gifts, should circumstances render the University unable to direct the gift to the purpose originally intended. Where a formal gift agreement is in place, the University will endeavour to discuss with donors or their representatives alternative uses for their gift.

(34) Gifts are not available for use until the funds have been received. Funds must be maintained in credit and expenditure committed against the anticipated receipt of funds is not permitted.

(35) Where overspends are identified, the relevant organisational unit must check that only appropriate expenditure has been allocated to the gift and conduct analysis to consider whether the shortfall will be made up by anticipated income from interest or other distributions.

(36) Expenditure against a gift, or the annual income generated, must meet the intent specified by the donor as outlined in the relevant documentation (e.g., letter from a donor, gift agreement, Will) and be retained for auditing purposes.

## **Gift reporting**

(37) Gifts are to be recorded on the Advancement donor and alumni relationship management system and in Deakin UniFi to ensure accurate reporting of all philanthropic income to the University and for gift recognition purposes.

(38) Deakin Finance will record, manage, track, invest and report to Deakin Advancement on monies received from fundraising.

(39) Student Finance Group will report each study period to Deakin Advancement on the status and use of funds raised for University scholarships.

(40) Scholarship recipients must report to the University in a timely manner to fulfill any reporting conditions of their scholarship.

(41) Beneficiaries or nominees will report to Deakin Advancement on the status and use of funds raised for which their area is the beneficiary.

(42) Deakin Advancement manages relationships with the University's donors for the long-term benefit of the University including by:

- 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 to identify appropriate events for donor invitations
- e. producing events to celebrate and acknowledge donors.

(43) Impact reports will be provided as specified in gift agreements to demonstrate the impact of gifts and that the University is properly acquitting its obligations.

(44) The University will protect the confidentiality of donors consistent with their wishes, University policy and Australian legislation.

## **Gift refunds**

(45) The University will not refund tax deductible gifts unless they were genuinely contributed in error, or if an administrative mistake was made.

## **Section 6 - Definitions**

(46) For the purpose of this Procedure:

- a. Bequest: as defined in the [Philanthropic Gifts policy](#)
- b. 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
- c. Deductible Gift Recipient (DGR): as defined in the [Philanthropic Gifts policy](#)
- d. Designated Gift: as defined in the [Philanthropic Gifts policy](#)
- e. Donor: as defined in the [Philanthropic Gifts policy](#)
- f. Due Diligence: as defined in the [Philanthropic Gifts policy](#)
- g. Endowed Gift: An investment fund in which the capital is preserved, and annual expenditure is restricted to all or a portion of the income from the investment, such that an activity or project funded may be supported over time
- h. Gift: as defined in the [Philanthropic Gifts policy](#)
- i. 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
- j. Gift Committee: a committee that provides advice to the Chief Advancement Officer regarding the acceptance of gifts. The Committee's terms of reference and composition are established by the Vice-Chancellor
- k. In-kind: A gift other than cash
- l. Philanthropy: as defined in the [Philanthropic Gifts policy](#)
- m. Philanthropic Recognition: as defined in the [Philanthropic Gifts policy](#)
- n. 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
- o. Prospect Manager: A person, usually from the Donor Relations team in Deakin Advancement, appointed by the Chief Advancement Officer to be responsible for the University's relationship with a particular donor
- p. Solicitation: as defined in the [Philanthropic Gifts policy](#)
- q. 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
- r. Tax Deductible Gift: as defined in the [Philanthropic Gifts policy](#)
- s. Undesignated Gift: as defined in the [Philanthropic Gifts policy](#).



## Status and Details

<b>Status</b>	Current
<b>Effective Date</b>	19th May 2022
<b>Review Date</b>	19th May 2027
<b>Approval Authority</b>	Vice-Chancellor
<b>Approval Date</b>	10th May 2022
<b>Expiry Date</b>	To Be Advised
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