



Fundraising and Gift Acceptance Policy

Approving Authority: Board of Directors

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Effective Date: March 24, 2021

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Purpose

- 1) The purpose of this policy is to set out the provisions that govern fundraising and gift acceptance activities by the University Hospitals Kingston Foundation (UHKF).

Definitions

For the purpose of this policy:

- 2) A **gift** is 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).
- 3) **Fundraising** includes all solicitation undertaken on behalf of UHKF and/or its related hospitals, including but not limited to approaches to other foundations, national/local corporations and businesses, individuals, service clubs, special interest groups, patients and the public.
- 4) **Related hospitals** include the Kingston Health Sciences Centre and Providence Care Centre and their related sites and programs.

Jurisdiction/Scope

- 5) This policy applies to all fundraising and gift acceptance activities for the benefit of the Kingston Health Sciences Centre and Providence Care Centre through UHKF.
- 6) This policy does not apply to sponsorships or to non-philanthropic grants and contributions.

Policy

- 7) The University Hospitals Kingston Foundation (UHKF) is a charitable foundation incorporated to support patient care, research, and education at Kingston Health Sciences Centre and Providence Care Centre.

Governance of Fundraising and Gift Acceptance Activities

- 8) UHKF engages in fundraising activities and welcomes gifts from individuals, corporations, foundations, associations, and other donors to support its mandate, vision, mission and values.
- 9) Fundraising and gift acceptance activities shall be informed by UHKF's and related hospitals' strategic and operational plans and carried out in accordance with professional fundraising codes of ethics (including Imagine Canada's *Ethical Fundraising and Financial Accountability Code*, the Association for Healthcare Philanthropy's *Statement of Professional Standards and Conduct*, and the Association of Fundraising Professionals' *Code of Ethical Standards and Donor Bill of Rights*) and with sensitivity and respect for donors.
- 10) UHKF's fundraising program will limit its active solicitation of donations to:
 - a) Unrestricted funds for use by the related hospitals;
 - b) Designated or restricted gifts in support of approved priorities as identified by the related hospitals.
- 11) The UHKF President and CEO is the final approval authority for UHKF's fundraising activities and priorities. Fundraising priorities will be developed in consultation with and approved by the related hospitals.
- 12) UHKF will accept gifts in various forms, including but not limited to:
 - a) Cash or cash equivalent (cheques, money orders, credit card payments, etc.);
 - b) Publicly traded securities and shares in mutual funds;
 - c) Bequests;
 - d) Life insurance policies;
 - e) Gifts-in-kind (non-cash such as equipment, artwork, books);
 - f) Charitable remainder trusts;
 - g) Real property;
 - h) Gifts of residual interest.

Approval Authority for Gift Acceptance

- 13) The President and CEO is the final approval authority for gifts up to and including \$5 million and may delegate this authority to UHKF employees for gifts of less than \$10,000.
- 14) The UHKF Board of Directors is the final approval authority for gifts in excess of \$5 million.
- 15) The UHKF Board of Directors is the final approval authority for gifts of real property, shares in a privately held corporation, trusts, residual interest and any other gifts that may pose a risk to UHKF or its related hospitals.

Professional Advisors

- 16) UHKF will engage legal counsel for advice before accepting certain gifts that may impose risk on the Foundation and/or its related hospitals. Gifts requiring legal advice before acceptance include, but are not limited to, gifts of private shares, complex share transactions, real property, complex estate gifts, trusts, gifts of residual life interest.
- 17) UHKF, including its directors, staff and volunteers, does not provide any legal, accounting, tax or financial advice to donors with respect to gifts. UHKF does encourage donors to seek independent legal, accounting, tax or financial advice to assess the impact of the gift on the donor and other family members. UHKF will not suggest, recommend or endorse any third parties as a source of gift advice.
- 18) UHKF, including its directors, staff and volunteers acting as agents of UHKF, will not act as an executor of an estate or trustee of a living trust. Directors, volunteers and staff who are appointed, in a personal or professional capacity unrelated to their connection to UHKF, and act as an executor of a donor's estate or trustee of a living trust that benefits UHKF, shall declare a conflict of interest and recuse themselves with regard to all matters related to the estate and/or trust they represent.

Restricted Gifts

- 19) UHKF will honour a request for a gift to be used for a specific purpose provided that the purpose is consistent with UHKF's and its related hospitals' mandate, vision, mission and values and this policy. Prior to accepting a restricted gift, the end-user of the funds must agree to accept all conditions of the gift.
- 20) UHKF is committed to ensuring that the gift is used for its intended purpose. If, in the opinion of UHKF, it becomes impossible, inadvisable or impracticable for all or part of the gift to be applied to its designated purpose(s), or if the purpose(s) cannot be achieved

because of a future change in law, change in UHKF or related hospitals' practices, policies or priorities, or unforeseeable circumstances, the gift may be used for any related purpose which in the reasonable opinion of UHKF will most nearly accomplish the Donor's wishes or is consonant with the spirit and intent of the purpose(s) of the gift.

Unrestricted Gifts

- 21) Unrestricted gifts may be allocated by UHKF Board to support Foundation and/or its related hospital's priorities.

Allocation to Unrestricted Funds

- 22) An allocation of 15% will be applied to all restricted gifts, to be transferred to the unrestricted pool of gifts. Unrestricted gifts provide an ability for the related hospitals to fund high priority areas and for the Foundation to cover operating costs.

Gift Agreements

- 23) All non-cash gifts, except gifts of publicly traded securities, and all gifts of \$10,000 or greater will be documented in a written gift agreement and signed by the donor(s), the approving UHKF authority and authorized representative of the benefitting hospital(s). Gift agreements will be drafted in line with this policy and other relevant UHKF policies and will outline the purpose of the gift and any limitations on its use, the form of the gift, whether the gift will be paid in instalments and the timing of future payments, how the gift will be recognized and relevant UHKF policies that will govern the use of the gift.

Official Tax Receipts

- 24) Tax Receipts will be issued in compliance with the requirements of the Income Tax Act. Receipts for income tax purposes will be issued for all online gifts, all cash and cash equivalent gifts of \$20 or more or upon request from the donor. Receipts will be issued for the fair market value of the gift less any advantages received by the donor.

Pledges Over Time

- 25) UHKF will accept gifts payable over a period of time. Normally, pledge payments will be restricted to a maximum of five years. The President and CEO may approve, in exceptional circumstances, pledge periods of more than five years, but no more than ten years. Tax receipts will only be issued for payments received.

Gifts In-Kind

- 26) UHKF will not accept or issue receipts for gifts in-kind which cannot be sold or put to immediate use by UHKF and/or its related hospitals in their operations.

Appraisals

- 27) For non-cash gifts, the fair market value will be determined through an appraisal. Generally, if the fair market value of the property is less than \$1,000, a member of UHKF or its related hospitals with sufficient knowledge of the property may determine its value. If the fair market value is expected to be more than \$1,000, the property will be professionally appraised by a third party.
- 28) Expenses associated with a donor's gift (e.g. appraisals, shipping, legal fees, real-estate commissions) shall be paid by the donor. In limited circumstances, the Finance, Administration and Risk Management Committee of the UHKF Board may agree to pay some or all of the donor's expenses. The determination of who is paying for the appraisal (donor or UHKF) shall be agreed upon prior to beginning the appraisal. If the donor opts not to donate after receiving the appraisal value, then the donor will bear the full cost of the appraisal.

Gifts of Securities

- 29) It is the general practice of UHKF to sell securities immediately upon receipt. Receipts for gifts of publicly traded securities that are electronically transferred from a donor's broker will be issued based on the closing value of the security on the day it is received in the brokerage account of UHKF. For share certificates, the receipt will be issued based on the day the certificate is signed by the donor and delivered to UHKF. If sent by mail, valuation will be based on the date the mail is officially received at the UHKF offices.

Return of a Gift

- 30) As a general rule, the Income Tax Act does not allow for the return of a gift for which a charitable receipt has been issued. Should legal counsel advise UHKF that the return of a specific gift is permitted under trust law, UHKF will return the gift and file an information return with the Canada Revenue Agency.

Refusal of a Gift

- 31) UHKF is grateful for all gifts offered, but will not accept gifts that are unlawful or result in an abridgement of its autonomy or integrity, and reserves the right to decline a gift for any reason in its sole discretion, including but not limited to:
- a) The gift could reasonably compromise UHKF's, or its related hospitals', public image or reputation;
 - b) The gift will be difficult or costly to administer;

- c) The gift exposes UHKF or its related hospitals to unacceptable risk;
- d) The donor applies unacceptable restrictions or conditions on the gift;
- e) The gift conflicts with UHKF's, or its related hospitals', policies.

Donor Recognition

32) Public recognition by UHKF and its related hospitals for gifts will be accorded based on the level of the gift and will be designed taking the donor's wishes into account and aligned with relevant UHKF and hospital policies.

Management of Donor Information and Confidentiality

- 33) UHKF will respect all donor requests for anonymity to the extent legally possible.
- 34) UHKF shall collect, use, maintain, store, disclose and dispose of donor information in accordance with the Personal Information Protection and Electronic Documents Act and UHKF's Privacy and Information Sharing Policies. Donors have the right to see their own donor record and to challenge their accuracy.
- 35) UHKF does not sell, rent, exchange, or otherwise share its donor list.

Accountability

36) UHKF remains accountable to its donors for the use of donated funds. The names of Directors and staff, financial statements, annual reports, Registered Charity Information Return, Privacy Policy and Fundraising and Gift Acceptance Policy are posted to the UHKF website. Other UHKF policies are available upon request.

Attachments

Appendix A – Fundraising Standards

Appendix B – Association of Fundraising Professionals – Code of Ethical Principles and Standards

Appendix C – Donor Bill of Rights

Appendix D - Gift Agreement Template - Equipment and other flow-through funds

Appendix E – Gift Agreement Template – Endowed funds

References

Charities Accounting Act, R.S.O. 1990, c. C.10

Personal Information Protection and Electronic Documents Act

Income Tax Act

Variation of Trusts Act, R.S.O. 1990, c. V.1

Trustee Act, R.S.O. 1990, c. T.23

Related Documents

Affinity, Co-Marketing and Sponsorship Policy

Donor Recognition and Naming Policy

Endowment Policy

Financial Decision Authority Policy

Fundraising & Gift Acceptance Policy

Granting Policy

Investment Policy

Operating & Capital Investments Policy

Privacy Policy

Appendix A – Fundraising Standards

University Hospitals Kingston Foundation complies with the Fundraising Standards as outlined in the Imagine Canada Standards Program. A copy of those standards as of 2015 for Level 3 is provided below.

- 1) The organization honours donors' and prospective donors' requests to:
 - a) limit the frequency of contact;
 - b) not be contacted by telephone or other technology;
 - c) receive printed material concerning the organization; and
 - d) discontinue contact.
- 2) The organization does not sell its donor list. If it rents, exchanges or otherwise shares its donor list, it must abide by the Canadian Marketing Association Code of Ethics and Standards of Practice and honour donors' requests to be excluded from such lists.
- 3) Donors' requests to remain anonymous are honoured.
- 4) The organization encourages donors to seek independent advice if the proposed gift is a Planned Gift and/or the organization has any reason to believe the proposed gift might significantly affect the donor's financial position, taxable income, or relationship with other family members.
- 5) **Charities:** The organization prepares and issues Official Income Tax receipts for monetary gifts and gifts-in-kind in compliance with all regulatory requirements.
- 6) All fundraising activities conducted by or on behalf of the organization must:
 - a) be truthful;
 - b) accurately describe the organization's activities;
 - c) disclose the organization's name;
 - d) disclose the purpose, for which funds are requested;
 - e) disclose the organization's policy with respect to issuing Official Income Tax receipts including any policy on minimum amounts for which a receipt will be issued; and,
 - f) disclose, upon request, whether the individual or entity seeking donations is a volunteer, employee or contracted third party.
- 7) The organization does not make claims that cannot be upheld or are misleading.

- 8) The organization does not exploit its beneficiaries. It is sensitive in describing those it serves (whether using graphics, images, or text) and fairly represent their needs and how these needs will be addressed.
- 9) Any fundraising materials distributed by or on behalf of the organization must include its address or other contact information.
- 10) The organization does not, directly or indirectly, pay finder's fees, commissions or percentage compensation based on contributions.
- 11) Anyone seeking or receiving funds, on behalf of the organization, whether a volunteer, employee or contracted third party must:
 - a) act with fairness, integrity, and in accordance with all applicable laws;
 - b) cease contacting a prospective donor who states that he/she does not wish to be contacted;
 - c) disclose immediately to the organization any actual or apparent conflict of interest or loyalty; and
 - d) not accept donations for purposes that are inconsistent with the organization's mission.
- 12) The organization has a gift acceptance policy, a policy on the treatment of restricted or designated gifts, and naming and endowment policies. The relevance and appropriateness of these policies are reviewed every three years by the board.
- 13) Organizations that conduct face-to-face fundraising (e.g., door-to-door campaigns, street-side fundraising, workplace campaigns) must:
 - a) provide verification of the affiliation of the person representing the organization; and,
 - b) secure and safeguard any confidential information, including credit card information, provided by donors.
- 14) Where the organization has formally entered into a cause-related marketing agreement with a third-party, it must disclose in all related materials it produces how the organization benefits from the sale of products or services and the minimum or maximum amounts payable under the arrangement. If no minimum amount is payable, the organization should disclose this.

Appendix B – Association of Fundraising Professionals – Code of Ethical Principles and Standards

AFP Code of Ethical Principles (Adopted 1964)

The Association of Fundraising Professionals (AFP) exists to foster the development and growth of fundraising professionals and the profession, to promote high ethical behavior in the fundraising profession and to preserve and enhance philanthropy and volunteerism.

Members of AFP are motivated by an inner drive to improve the quality of life through the causes they serve. They serve the ideal of philanthropy, are committed to the preservation and enhancement of volunteerism; and hold stewardship of these concepts as the overriding direction of their professional life. They recognize their responsibility to ensure that needed resources are vigorously and ethically sought and that the intent of the donor is honestly fulfilled.

To these ends, AFP members, both individual and business, embrace certain values that they strive to uphold in performing their responsibilities for generating philanthropic support. AFP business members strive to promote and protect the work and mission of their client organizations.

AFP members both individual and business aspire to:

- a) Practice their profession with integrity, honesty, truthfulness and adherence to the absolute obligation to safeguard the public trust;
- b) Act according to the highest goals and visions of their organizations, professions, clients and consciences;
- c) Put philanthropic mission above personal gain;
- d) Inspire others through their own sense of dedication and high purpose;
- e) Improve their professional knowledge and skills, so that their performance will better serve others;
- f) Demonstrate concern for the interests and well-being of individuals affected by their actions;
- g) Value the privacy, freedom of choice and interests of all those affected by their actions;
- h) Foster cultural diversity and pluralistic values and treat all people with dignity and respect;
- i) Affirm, through personal giving, a commitment to philanthropy and its role in society;
- j) Adhere to the spirit as well as the letter of all applicable laws and regulations;
- k) Advocate within their organizations adherence to all applicable laws and regulations;
- l) Avoid even the appearance of any criminal offense or professional misconduct;
- m) Bring credit to the fundraising profession by their public demeanor;

- n) Encourage colleagues to embrace and practice these ethical principles and standards; and
- o) Be aware of the codes of ethics promulgated by other professional organizations that serve philanthropy.

Ethical Standards (Adopted 1964; Amended Oct. 2014)

The Association of Fundraising Professionals believes that ethical behavior fosters the development and growth of fundraising professionals and the fundraising profession and enhances philanthropy and volunteerism. AFP Members recognize their responsibility to ethically generate or support ethical generation of philanthropic support. Violation of the standards may subject the member to disciplinary sanctions as provided in the AFP Ethics Enforcement Procedures. AFP members, both individual and business, agree to abide (and ensure, to the best of their ability, that all members of their staff abide) by the AFP standards.

Public Trust, Transparency & Conflicts of Interest

Members shall:

- 1) not engage in activities that harm the members' organizations, clients or profession or knowingly bring the profession into disrepute.
- 2) not engage in activities that conflict with their fiduciary, ethical and legal obligations to their organizations, clients or profession.
- 3) effectively disclose all potential and actual conflicts of interest; such disclosure does not preclude or imply ethical impropriety.
- 4) not exploit any relationship with a donor, prospect, volunteer, client or employee for the benefit of the members or the members' organizations.
- 5) comply with all applicable local, state, provincial and federal civil and criminal laws.
- 6) recognize their individual boundaries of professional competence.
- 7) present and supply products and/or services honestly and without misrepresentation.
- 8) establish the nature and purpose of any contractual relationship at the outset and be responsive and available to parties before, during and after any sale of materials and/or services.
- 9) never knowingly infringe the intellectual property rights of other parties.
- 10) protect the confidentiality of all privileged information relating to the provider/client relationships.
- 11) never disparage competitors untruthfully.

Solicitation & Stewardship of Philanthropic Funds

Members shall:

- 1) ensure that all solicitation and communication materials are accurate and correctly reflect their organization's mission and use of solicited funds.
- 2) ensure that donors receive informed, accurate and ethical advice about the value and tax implications of contributions.

- 3) ensure that contributions are used in accordance with donors' intentions.
- 4) ensure proper stewardship of all revenue sources, including timely reports on the use and management of such funds.
- 5) obtain explicit consent by donors before altering the conditions of financial transactions.

Treatment of Confidential & Proprietary Information

Members shall:

- 1) not disclose privileged or confidential information to unauthorized parties.
- 2) adhere to the principle that all donor and prospect information created by, or on behalf of, an organization or a client is the property of that organization or client.
- 3) give donors and clients the opportunity to have their names removed from lists that are sold to, rented to or exchanged with other organizations.
- 4) when stating fundraising results, use accurate and consistent accounting methods that conform to the relevant guidelines adopted by the appropriate authority.

Compensation, Bonuses & Finder's Fees

Members shall:

- 1) not accept compensation or enter into a contract that is based on a percentage of contributions; nor shall members accept finder's fees or contingent fees.
- 2) be permitted to accept performance-based compensation, such as bonuses, only if such bonuses are in accord with prevailing practices within the members' own organizations and are not based on a percentage of contributions.
- 3) neither offer nor accept payments or special considerations for the purpose of influencing the selection of products or services.
- 4) not pay finder's fees, commissions or percentage compensation based on contributions.
- 5) meet the legal requirements for the disbursement of funds if they receive funds on behalf of a donor or client.

Appendix C – Donor Bill of Rights

The Donor Bill of Rights was created by the Association of Fundraising Professionals (AFP), the Association for Healthcare Philanthropy (AHP), the Council for Advancement and Support of Education (CASE), and the Giving Institute: Leading Consultants to Non-Profits. It has been endorsed by numerous organizations.

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 assure that philanthropy merits the respect and trust of the general public, and that donors and prospective donors can have full confidence in the not-for-profit organizations and 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.
- 5) To receive appropriate acknowledgement and recognition.
- 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 an organization may intend to share.
- 10) To feel free to ask questions when making a donation and to receive prompt, truthful and forthright answers.



Gift Agreement

The following sets forth an agreement by and between _____ (hereinafter referred to as “the Donor”) and the University Hospitals Kingston Foundation (hereinafter referred to as “the Foundation”).

I. ESTABLISHMENT

The Donor has graciously agreed to make a Gift of \$ _____ to the Foundation. The Foundation gratefully accepts such Gift to create a fund to support _____ at the _____ site of _____ (hereinafter referred to as “the Hospital”). The Gift will be referred to collectively herein as the “Fund” and will be designated as follows:

“Name of Fund”

The fund may be named after the donor (i.e.: Jane Doe Fund) or after the purpose (i.e.: Radiology Equipment Fund) or a combination of both (i.e.: Jane Doe Radiology Equipment Fund). There may also be incidences where the donor is contributing to an existing fund in which case, the paragraph above will be amended to reflect that. Existing funds should have their own terms of reference and those should be reflected in the “Purpose” paragraph below.

II. FUNDING

The “Name of Fund” shall be funded as follows:

1. A gift (the “Gift”) of \$ _____ payable in the form of annual payments of \$ _____ according to the following schedule:

Date	Amount
Total	\$

*When a fund is established through a one-time gift of shares, para II. 1. Shall read:
A gift (the “Gift”) in the form of a transfer of securities received on _____ with a fair market value of \$ _____.*

2. Future gifts designated to this Fund by any individual or organization, subject to the terms of this agreement.

The Donor acknowledges that the Foundation is relying, and shall continue to rely, on the Donors' Gift being fully satisfied as set forth herein.

Pledge payments should be made payable to the University Hospitals Kingston Foundation.

A donation receipt will be issued by the Foundation to the Donor, for all gifts made by the Donor, on an annual basis.

III. DONOR

“Brief biography and/or narrative on why Donor is making the Gift”

The purpose of this narrative is to ensure that those having to refer to this agreement understand the donor's intent when the gift was made.

IV. PURPOSE

The donor has expressed a wish that the Fund shall be used to _____.

The Funds will be granted by the Foundation, for the purpose specified by the Donor as outlined in this agreement. Any funds remaining after the initial purpose has been fulfilled will be granted by the Foundation based on priorities set by the Kingston hospitals.

In accordance with Foundation policies and procedures, a portion of the Fund will be allocated to the Foundation's unrestricted fund, which supports high priority areas at the Hospitals and funds the Foundation's operating costs.

The Donor agrees that the Foundation may notify relevant hospital administrators and staff of this Fund and its purpose and of the Donor's identity. *(This paragraph to be amended if the donor expresses a wish to remain anonymous and not have their name revealed to hospital administrators.)*

V. ADMINISTRATION & INVESTMENT

The investment, management, and distribution of the Fund shall be in accordance with the Foundation's policies and procedures in place from time to time.

The Foundation's address for notices is:

President & CEO

UHKF

55 Rideau Street

Kingston ON K7K 2Z8

613-549-5452

foundation@UHKF.ca

The donor's address for notices is:

Name

Street

City, Prov, PC

Phone

Email:

VI. AMENDMENT

The Foundation is committed to ensuring that the gift is used for its intended purpose. If, in the opinion of the Foundation, it becomes impossible, inadvisable or impracticable for all or part of the gift to be applied to its designated purpose(s), or if the purpose(s) cannot be achieved because of a future change in law, change in Foundation or related hospitals' practices, policies or priorities, or unforeseeable circumstances, the gift may be used for any related purpose which in the reasonable opinion of the Foundation will most nearly accomplish the Donor's wishes or is consonant with the spirit and intent of the purpose(s) of the gift.. The Foundation shall consult with the Donor, where possible, prior to making such changes.

Should the Foundation make amendments to the use of the Fund, the Donor may elect to amend or terminate any remaining annual Payments. *(This paragraph only to be included if there are pledge payments remaining.)*

VII. RECOGNITION

Annually, until the Fund is fully expended, the Foundation will provide the Donor with an update on the impact of the Fund.

The following paragraphs in this section may be amended or deleted depending on size of gift and wishes of the donor. Should the donor wish to remain anonymous, that is to be stated in place of these paragraphs and the degree of anonymity shall also be specified.

The Donor will be recognized, in accordance with Foundation and Hospital policies and procedures, at the appropriate level of the donor recognition program at the benefiting hospital. Recognition of this donation will be in the name of:

The Donor grants the Foundation permission to promote and recognize the Donor's commitment and name publicly, including through social media, to encourage others by example.

The Foundation and Hospital agree to name the (space/program) the (name of space/program) for a period of _____, subject to the policies and procedures of the Foundation and the Hospital in effect from time to time.

VIII. ACKNOWLEDGEMENT

This Agreement constitutes the entire agreement between the parties, and merges all contemporaneous communications with respect to the matters contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year herein written. *(When preparing this section care should be taken to ensure signatures do not appear on a blank page. The name of the fund should appear in italics in the header on all but the first page in the following format – “UHKF Gift Agreement – The Name Fund”)*

Donor

Date

Name
Position
Name of Hospital

Date

Name
President and CEO
University Hospitals Kingston Foundation

Date

DRAFT



Gift Agreement

The following sets forth an agreement by and between _____ (hereinafter referred to as “the Donor”) and the University Hospitals Kingston Foundation (hereinafter referred to as “the Foundation”).

I. ESTABLISHMENT

The Donor has graciously agreed to make a Gift of \$ _____ to the Foundation. Upon Board approval of the terms of reference as outlined herein, the Foundation gratefully accepts such Gift to create an endowment fund to support _____ at the _____ site of _____ (hereinafter referred to as “the Hospital”). The Gift will be referred to collectively herein as the “Endowment Fund” and will be designated as follows:

“Name of Endowment Fund”

The fund may be named after the donor (i.e.: Jane Doe Endowment Fund) or after the purpose (i.e.: Radiology Professional Development Endowment Fund) or a combination of both (i.e.: Jane Doe Professional Development Endowment Fund). There may also be incidences where the donor is contributing to an existing fund in which case, the paragraph above will be amended to reflect that. Existing funds should have their own terms of reference and those should be reflected in the “Purpose” paragraph below. A minimum commitment of \$25,000 is required to establish and endowed fund.

II. FUNDING

The “Name of Endowment Fund” shall be funded as follows:

1. A gift (the “Gift”) of \$ _____ payable in the form of annual payments of \$ _____ according to the following schedule:

Date	Amount
Total	\$

When a fund is established through a one-time gift of shares, para II. 1. Shall read:

A gift (the “Gift”) in the form of a transfer of securities received on _____ with a fair market value of \$ _____.

2. Future gifts designated to this Fund by any individual or organization, subject to the terms of this agreement.

The Donor acknowledges that the Foundation is relying, and shall continue to rely, on the Donors’ Gift being fully satisfied as set forth herein.

Pledge payments should be made payable to the University Hospitals Kingston Foundation.

A donation receipt will be issued by the Foundation to the Donor, for all gifts made by the Donor, on an annual basis.

III. DONOR

“Brief biography and/or narrative on why Donor is making the Gift”

The purpose of this narrative is to ensure that those having to refer to this agreement understand the donor’s intent when the gift was made.

IV. PURPOSE

The donor has expressed a wish that income from the Fund shall be used to _____ . *(Include here the purpose(s) for which the annual disbursements will be designated as well the general terms of reference for the fund which may include: The manner in which recipient of the fund will be chosen, any restrictions on the use of the fund beyond the description in the general purpose, whether donor agrees that the Foundation may encroach on capital if investment returns are not sufficient to fund the purpose.)*

The funds contributed by the donor to this Endowment Fund will be combined into an Endowment Pool for the purpose of investments. The Capital Account of the Endowment Fund will be kept intact and only the net investment return *(the donor may wish to amend this line to reflect permission to encroach on capital if necessary to ensure a payout)*, or a portion of it, will be used annually as outlined in the Foundation’s Endowment Policy.

In accordance with Foundation policies and procedures, to protect the value of annual distributions against inflation, each fiscal year a portion of net investment returns will be transferred to the Endowment Fund’s Capital Account.

In accordance with Foundation policies and procedures, a portion of the Endowment Fund’s annual net investment return may be used to cover the Foundation’s operating costs as it directly or indirectly relates to the management of endowment funds.

In accordance with Foundation policies and procedures, a portion of the Endowment Fund’s annual net investment return may be transferred to the Endowment Stabilization Account, which will be used to support the annual spending allocation when net investment returns are insufficient to fund the annual spending account used for the designated purpose(s) of the endowments.

The Donor agrees that the Foundation may notify relevant hospital administrators and staff of this Fund and its purpose and of the Donor's identity. *(This paragraph to be amended if the donor expresses a wish to remain anonymous and not have their name revealed to hospital administrators.)*

V. ADMINISTRATION & INVESTMENT

The investment, management, and distribution of the Fund shall be in accordance with the Foundation's policies and procedures in place from time to time, including but not limited to Gift Acceptance Policy, Endowment Policy, Investment Policy and Donor Recognition and Naming Policy.

The Foundation's address for notices is:

President & CEO
UHKF
55 Rideau Street
Kingston ON K7K 2Z8
613-549-5452
foundation@UHKF.ca

The donor's address for notices is:

Name
Street
City, Prov, PC
Phone
Email:

VI. AMENDMENT

The Foundation is committed to ensuring that the gift is used for its intended purpose. If, in the opinion of the Foundation, it becomes impossible, inadvisable or impracticable for all or part of the gift to be applied to its designated purpose(s), or if the purpose(s) cannot be achieved because of a future change in law, change in Foundation or related hospitals' practices, policies or priorities, or unforeseeable circumstances, the gift may be used for any related purpose which in the reasonable opinion of the Foundation will most nearly accomplish the Donor's wishes or is consonant with the spirit and intent of the purpose(s) of the gift.. The Foundation shall consult with the Donor, where possible, prior to making such changes.

The Donor and the Foundation may amend this agreement by mutual consent.

Should the Foundation make amendments to the use of the Fund, the Donor may elect to amend or terminate any remaining annual Payments. *(This paragraph only to be included if there are pledge payments remaining.)*

VII. RECOGNITION

Annually, the Foundation will provide the Donor with an update on the impact of the Fund.

The following paragraphs in this section may be amended or deleted depending on size of gift and wishes of the donor. Should the donor wish to remain anonymous, that is to be stated in place of these paragraphs and the degree of anonymity shall also be specified.

The Donor will be recognized, in accordance with Foundation and Hospital policies and procedures, at the appropriate level of the donor recognition program at the benefiting hospital. Recognition of this donation will be in the name of:

The Donor grants the Foundation permission to promote and recognize the Donor’s commitment and name publicly, including through social media, to encourage others by example.

The Foundation and Hospital agree to name the (space/program) the (name of space/program) for a period of _____, subject to the policies and procedures of the Foundation and the Hospital in effect from time to time.

VIII. ACKNOWLEDGEMENT

This Agreement constitutes the entire agreement between the parties, and merges all contemporaneous communications with respect to the matters contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year herein written. *(When preparing this section care should be taken to ensure signatures do not appear on a blank page. The name of the fund should appear in italics in the header on all but the first page in the following format – “UHKF Gift Agreement – The Name Endowment Fund”)*

Donor

Date

Name
Position
Name of Hospital

Date

Name
President and CEO
University Hospitals Kingston Foundation

Date