

Calgary Olympic Development Association (“CODA”) – Legal entity for WinSport Canada

GIFT ACCEPTANCE POLICY

PART I: GLOSSARY OF TERMS

Arm’s Length Transaction: A transaction between persons who act independently of each other. Related persons are not considered to deal with each other at arm’s length. Related persons include individuals connected by a blood relationship, marriage or common-law partnership, or adoption (legal or in fact). Also a corporation and a shareholder who controls the corporation are related.

Gift: A “gift” is a voluntary transfer of money or property for which the donor expects and receives nothing of value in return. Donors to registered charities and registered Canadian amateur athletic associations are eligible for a charitable tax receipt that may be claimed as a non-refundable tax credit on an income tax return.

No benefit of any kind may be provided to the donor or to anyone designated by the donor except where the benefit is of nominal value. The CRA defines nominal value as a fair market value of less than \$75.00 or 10% of the amount of the gift. It is permissible and encouraged for donors to receive recognition for their gift, including honour rolls, signage, plaques, naming opportunities for buildings, programs, projects, scholarships etc.

Custodian: The current institution employed by CODA engaged to provide custodial services.

Private Grants: Revenues received by CODA from individuals, industry, foundations, governments, and other sources, for the support of CODA. Such grants are like gifts—they are donative in nature and they are bestowed voluntarily without expectation of any tangible benefit in return.

Fair market value: This is usually the highest dollar value you can receive for your property in an open and unrestricted market, between a willing buyer and a willing seller who are acting independently of each other.

Official Charitable Receipt: This is a statement issued by CODA to donors that includes the business number issued to CODA by Canada Revenue Agency, a declaration as the value of the gift, date of the gift and name of the donor. Receipts are normally accepted by the Canada Revenue Agency to support the calculation of the allowable “non-refundable tax credits”.

Gifts in Kind: Donated tangible assets and property such as real estate, notes, mortgages, limited partnership interest, royalty or copyright interests, art, books, equipment, automobiles, inventory, personal property, securities and other physical assets or materials, which represent a value to CODA.

Expendable gifts: Gifts or grants given to CODA which the donor has directed are to be used immediately in support of various projects or facilities.

Retained gifts: Gifts or bequests, given to CODA, to be held permanently for the income derived, as part of CODA's endowment fund.

Designated gifts: Gifts given to CODA where the donor has specified where in CODA the support is to be directed.

Undesignated gifts: Gifts given to CODA where the donor has not specified where in CODA the support is to be directed.

Restricted gifts: Gifts given to CODA where the donor has specified that the gift is to be used in support of a particular purpose.

Unrestricted gifts: Gifts to CODA where the donor has not specified the purpose for which the gift is to be used.

PART II: GIFT ACCEPTANCE POLICY

1. INTRODUCTION

- a. CODA welcomes gifts in support of its mission and strategic plan. CODA's mission is to provide world-class winter sport facilities through a sustainable business model where Canadian athletes can discover, develop and excel. This mission applies to all fundraising activities of CODA; including endowments, scholarships, planned gifts, campaigns, program based initiatives and facility based initiatives.

All professional staff and volunteers will conduct themselves in accordance with accepted professional standards of accuracy, integrity and in manner consistent with CODA's Policy on Conflict of Interest- see Appendix A.

In keeping with CODA's values and goals, and in accordance with Canada Revenue Agency ("CRA") policy related to charitable giving, the purpose of the Gift Acceptance Policy is to:

- (i) Summarize the general policies applicable to all charitable gifts to CODA; and
 - (ii) Identify various means of charitable giving and the specific guidelines related to acceptance of each type of gift.
- b. The significance of the CRA's tax policies makes it an important obligation of CODA to record and acknowledge all gifts received. CODA is a registered Canadian amateur athletic organization under Canada Revenue Agency and CODA's business number is 121962203RR0001.
- c. The CFO is authorized to negotiate planned gift agreements with perspective donors, following policy guidelines approved by the Board of Directors.

2. RATIONALE

- a. This document has been established to:
 - (i) Ensure that informed decisions are made on the acceptance of gifts and that such gifts are receipted in accordance with the requirements of the Income Tax Act.
 - (ii) Ensure that efficient administration, legal and accounting practices and procedures are followed.
 - (iii) Enable accurate reporting of gifts bestowed upon CODA.
 - (iv) Ensure consistent, equitable relations with donors.

3. SCOPE

This policy is established to govern the acceptance of all gifts made to CODA whether such gifts are *inter vivos* (lifetime) or gifts from estates.

4. GIFT POLICY

- a. The following gifts are deemed eligible for acceptance by CODA:
 - Outright gifts of cash, cheques or securities;
 - Gifts-in-kind;
 - Annuity contracts, life insurance policies;
 - Gifts of residual interest;
 - Trust agreements;
 - Real estate; and
 - Bequests.
- b. CODA will not accept gifts that violate federal, provincial or municipal laws.
- c. CODA will not accept a gift of service.
- d. The purchase of an item or service from CODA is not a gift.
- e. Sponsorship of CODA programs for which the donor receives advertising or promotional value above and beyond "nominal value" is not a gift.
- f. A gift of debt from a person or partnership, or a share of capital stock of a corporation that does not deal at arm's length with CODA is not a gift.
- g. Membership fees to an association are not a gift.
- h. Tuition fees for any academic or sport programs are not a gift.

- i. A gift that would require special consideration for employment to the donor, or to anyone designated by the donor, or that would allow the donor to influence or appear to influence inappropriately to anyone at CODA is not a gift.
- j. CODA reserves the right to decline gifts that it determines requires expenditures beyond its means.
- k. Designated gifts will be used for the purposes for which they are given. Undesignated gifts will be used for such purposes as CODA determines most appropriate based on the policies of CODA.
- l. The acceptance of gifts will comply with all other CODA policies.
- m. All information relating to gifts will be handled in accordance with the donor's wishes consistent with CODA's policies, Canada Income Tax regulations governing charitable organizations and Canada Revenue Agency on charitable donations.

5. VALUATION

a. **Valuation**

If CODA provides something of value in return for a gift (including admission to a fund raising event) the donor's tax receipt is reduced by the fair market value of the benefit received. Value is defined as exceeding the CRA definition of "nominal value".

b. **Gift of Securities by Provision of Bequest**

CODA will issue donation receipts for securities at the value immediately prior to death, in accordance with Canada Revenue Agency regulations.

c. **Gift of Securities during Lifetime**

CODA will value the gift of securities based on the fair market value as determined by reference to the closing market price of the publicly traded securities on the date of trading. Recognition will be based on the receipted values of the gift. Acceptance requires both delivery of the shares and the receipt of the transfer form.

d. **Securities-other Factors**

Factors that may be taken into consideration in providing the best indicator of fair market value include:

(i) The size of the block of shares in relation to the whole;

(ii) Any restrictions on the transferability of the shares;

(iii) The shares are thinly traded; and

(iv) Using the mid-point between the high and the low trading prices for the day on normal and active market trading.

CODA retains the right to decline a gift of securities made without prior advisement from the donor. Some circumstances in which a gift of securities may be declined are:

- (i) Stock is extremely illiquid;
- (ii) Stock is under scrutiny for suspicious trading activity; and
- (iii) The acceptance of stock may put CODA at risk, financially and/or from a public perceptions standpoint.

CODA has the right to reject an appraisal. In all circumstances CODA will abide by Canada Revenue Agency regulations. Recognition will be based on the receipted value of the gift.

As per common practice in the industry, a discounted receipt value will be applied to the gift, to reflect any illiquidity of the securities.

There are three distinct categories of illiquid securities, or nature of the security itself which implies trading restrictions:

- (i) Security's originator files a prospectus annually with the Alberta Securities Commission (or other regulatory body, if the security is not legislated in Alberta); must disclose and provide an Annual Income Form ("AIF") proving sound financial health of the corporation – embodying a hold of 4 months.
- (ii) Security's originator does not file an AIF – embodying a hold of 12 months.
- (iii) A publicly-traded security; however, has a very thinly-traded market, or can only be sold through private placements.

The Chief Financial Officer, with advice as needed from the audit or Investment Trustee Committee or investment counsel, will consider the acceptance of a gift falling within these parameters on a case-by-case basis, in the interests of the organization.

(Note: CODA's Gift of Securities proceeds are governed by Canada's *Income Tax Act*, Section 110.1 and 118.1. For a full description of the tax consequences and credits applicable to a gift of securities by an individual or corporation, see Interpretation Bulletin IT 110-R3; Bill C-92; additionally, donors are encouraged to seek the advice from their own tax counsel. The following procedures are further qualifications of the laws set out by the *Income Tax Act*. Publicly-traded securities are defined by the Canada Revenue Agency (CRA) and include a share, debt obligation, or right listed on a prescribed list of Canadian and North American stock exchanges, share in a mutual fund corporation, flow-through shares, a unit of a mutual fund trust, or interest in a segregated fund.

6. GIFT DESIGNATION

All gifts, regardless of value, form or designated use, should be made payable to CODA. Donors may choose to have their gift fully expended in the current year, endowed into the future or directed to a specific facility, department, program or project provided that:

- No benefit accrues to the donor.
- The directed gift does not benefit any person not dealing at arm's length with the donor.

Decisions regarding use of the donation within a program rests with CODA, although, where possible, CODA will act in concert with and be respectful of the donor's wishes.

When conditions are placed on a gift offer that are judged to be administratively difficult or not in CODA's best interests, the Board of Directors in consultation with the CFO may request that the terms of the gift be revised or recommend to the donor that the gift be declined.

Undesignated gifts shall be used for such purposes as CODA determines will best advance its mission. Designated gifts shall be used expressly for the purpose for which they are given which must be consistent with CODA's mission.

In certain instances, a gift may be declined as a result of the limitations proposed by the donor.

7. INVESTMENT POLICY

When endowing a gift, it is CODA's policy to spend annually the income earned on the investment unless otherwise specified. This number may change in time and remains at the discretion of the CODA Board of Directors.

8. RESPONSIBILITY TO DONORS

CODA holds all donors in high esteem. While seeking donations in support of institutional priorities, staff, board members, and volunteers have an ethical responsibility to uphold the interest and well being of CODA's benefactors.

9. TAX CONSIDERATIONS

In accordance with Canada Revenue Agency IT-110R3 Gift and Official Donations Receipts, CODA requires the following in regard to official donation receipts:

- Receipts.** Receipts are only issued for funds that CODA will be responsible for spending. Approval and management of charitable receipts rests with the Chief Financial Officer. CODA staff members are required to obtain all the necessary paperwork, before issuing a charitable tax receipt. CODA has the responsibility to question further the validity of a charitable gift received.
- Preparation of Receipts.** Each receipt must at least be prepared in duplicate, must bear its own serial number, and must be signed by the Chief Executive Officer or Chief Financial

Officer. In instances of donations of property other than cash, the fair market value of the property, a description of the property, the date of the gift, and the name and address of the appraiser is required.

- c. **Control of Receipts.** CODA and its employees guard against the unauthorized use of official receipts by restricting access to charitable donation receipts.
- d. **Lost or Spoiled Receipts.** CODA may issue a replacement for an official receipt. The replacement receipt must include a notation confirming it as a replacement for receipt # (serial number of original receipt). CODA must mark the copy of the lost or spoiled receipt as "cancelled" and another receipt may then be issued.
- e. **"Date of issue."** This is the date on which the receipt was prepared. Gifts received after the end of the year may not be added to the previous year's donation unless post-marked in the previous year.

10. TYPES OF GIFTS

The Gift Acceptance Policy for accepting, processing, acknowledging, and receipting gifts to the CODA is as follows:

- a. **Gifts of Cash** - Gifts of "cash" -cash, cheque, money order, and credit card are accepted by CODA.
- b. **Bequest** - A bequest is a provision in a Will, directing assets from an estate to CODA. There are several types of bequest accepted by the organization:
 - (i) A specific bequest provides CODA a specific sum of money, stated as a percentage of an estate, or a specific property such as real estate or securities;
 - (ii) A residual bequest leaves all or a portion of their estate after providing for other beneficiaries;
 - (iii) A contingency bequest ensures that CODA receives all or a share of the estate in the event of the prior death of certain other beneficiaries; and
 - (iv) A residual bequest subject to life interest applies when the donor chooses to have CODA receive the bequest following the death of certain other beneficiaries who have use of the assets in the estate for their lifetime.

Bequests to CODA are eligible for a charitable tax receipt. CODA recommends that donors consult a lawyer or estate planner before completing a will. CODA retains the right to decline a gift if the donor did not retain independent counsel.

c. **Life Insurance** - Gifts of life insurance may be contributed to CODA in two ways:

(i) A donor may donate an existing policy by designating CODA as the owner and beneficiary of the policy. CODA issues a charitable tax receipt for the policy's cash surrender value, including accumulated dividends and interest. If the policy is not yet fully paid-up, the donor will receive tax receipts for any additional premium payments made after the policy is assigned. Upon the donor's death, CODA receives the value of the policy.

(ii) In donating a new policy that names CODA as owner and beneficiary, the donor will receive charitable tax receipts for the full amount of each annual premium. Upon the donor's death, CODA receives the value of the policy. Donors may also choose to direct the insurance proceeds from an existing or new policy to their estate and to name CODA as the beneficiary of those processed in their will. As per other specific bequests, the donor's estate would receive a charitable tax receipt for the proceeds of the policy.

(iii) Life insurance policies owned by the donor and naming CODA as beneficiary or secondary beneficiary are NOT eligible for a charitable tax receipt as in this instance the gift is revocable and thus the designated beneficiary can be changed.

d. **Public Securities** - Two types of gifts of securities may be accepted by CODA:

A donation of public securities traded on a recognized stock exchange and including stocks, bonds, bills, and mutual funds. The value of such a gift is determined by the value of trading on the trading day. Donations of public securities may be handled in one of two ways:

(i) **Transfer of securities:** the donor is asked to direct, in writing, the internal transfer of the securities to CODA funds held by CODA's Custodian.

(ii) **Presentation of certificate:** the donor may mail or deliver endorsed certificates to CODA's Custodian. In some instances, the donor's signature requires bank notarization. Instructions are on the reverse of certificate.

e. **Gifts-In-Kind** - CODA collects archive collections, art work or art collections, sport and non sport equipment, real estate, intellectual property, software or other property that can be assured to fulfill its mandate.

Respecting the donor's wishes and CODA's values and needs, CODA may retain appropriate consultation. A charitable tax receipt is issued for all gifts or property for the fair market value at the date of transfer. For gifts in kind that are estimated to be in excess of \$1,000 in value, an independent appraisal will be used to determine the value.

The administration of a gift-in-kind will involve a representative of CODA senior staff in consultation with a representative of the beneficiary area.

- f. **Charitable Trusts** - CODA may accept two types of irrevocable charitable trust arrangements:

(i) A remainder trust that pays the donor income from the assets (real estate, securities, cash) for life or for a number of years, and then distributes the principal to CODA.

(ii) A donor contributing a residual trust donates an asset (personal residence, work of art, investment property) today, but retains the use of it during their lifetime.

Both remainder and residual trusts are eligible for charitable tax receipts. CODA encourages donors to consult a lawyer or financial advisor before establishing a trust. CODA retains the right to decline a gift not involving professional counsel.

- g. **Charitable Gift Annuities** - A gift annuity is an irrevocable transfer of money or other assets to CODA. A portion of the principal is used to purchase an annuity from an insurance company. The costs of the annuity are based on the donor's age and income requirements. The remainder of the principal is considered an outright gift used for the purpose specified by the donor. The annuity pays the donor a guaranteed income for a specific time or for the remainder of the donor's life. Upon death, CODA receives any remaining guaranteed income from the annuity, unless the donor has specified otherwise.

11. GUIDELINES GOVERNING GIFT ACCEPTANCE

a. Bequests

(i) Upon request, sample bequest language will be made available to donors and their lawyers to ensure that the bequest is appropriately designated, is deemed feasible at the time of designation, and that the proper legal title for CODA is used.

(ii) A bequest in the appropriate values can be used to create named endowment funds. Donors are encouraged to identify proposed recognition names within the context of their will, or to demonstrate their intent in alternative communication addressed to CODA during the donor's lifetime. In the latter instance, a Memorandum of Understanding confirming the donor's wishes will be prepared for both the donor and CODA to sign.

(iii) Donors are invited and encouraged to provide information to CODA about their bequest and, if they so choose, to send CODA a copy of the relevant section of their will. This will allow for appropriate recognition during the donor's lifetime.

(iv) CODA staff will not provide professional consultation to donors in the preparation of their will, or become involved in the execution or witnessing of a will in which CODA is named as beneficiary. CODA staff or CODA may not be named as executor or executrix in a donor's estate.

(v) During the administration of an estate involving CODA, a representative of senior staff or their designate, in consultation with CODA's legal counsel, shall represent CODA in dealings with the lawyer and/or estate trustee. Any legal, accounting, or other

professional fees associated with administration of the estate will be deducted from the gift received. The net value of the bequest will be directed to the purpose specified by the donor.

(vi) Following receipt of the designated gift, CODA will issue to the estate a charitable tax receipt in the net value of the gift.

b. Life Insurance

(i) A Memorandum of Understanding confirming the donor's wishes will be prepared for both the donor and CODA to sign.

(ii) The administration of a gift of life insurance will involve a representative of CODA senior staff or designate. This representative or designate will request a copy of the donor's life insurance policy annually, confirming CODA's designation as owner and beneficiary.

In the case of uncompleted policies, request annual, written notices of premium payment from the donor's life insurance company.

When premiums on uncompleted policies remain outstanding, the CODA senior staff representative or designate will recommend to CODA Chief Financial Officer or designate whether to pay the premiums or cash in the policy.

Upon receipt of confirmation of the irrevocable transfer of a life insurance policy to CODA as owner and beneficiary, or receipt of annual confirmation of the policy's paid up status, CODA will issue a charitable tax receipt for the appropriate value.

c. Public Securities

Donors are encouraged to identify a preferred designation for their gift of securities. A deed of gift confirming the donor's wishes will be prepared for both the donor and CODA to sign.

Where possible, an electronic transfer of securities is encouraged.

The administration of a gift of securities will involve the Chief Financial Officer in consultation with CODA's Investment Trustee Committee and CODA's Custodian.

In the instance of an electronic transfer of public securities, this representative will:

(i) Assess, in consultation with CODA's Investment Trustee Committee, if the gift is marketable and acceptable;

(ii) Consult directly with the donor's custodian;

(iii) Identify immediately to CODA's Custodian the name of the donor; the name of the delivering broker, the name and number of delivered shares, and CUSIP number of shares; and

(iv) Request written confirmation of the date of transfer from the donor's custodian.

It is CODA's policy to transfer immediately to the designated CODA account the funds equal to the value of the gift.

Decisions regarding sale of shares rests with CODA's Investment Trustee Committee and investment advisors based on the fit of the shares with CODA's investment policy. As a general principle, all gifted securities, once accepted, will be immediately sold at market value with the proceeds flowing to CODA and acknowledgement assigned to the CANADA WINS Campaign. In the event the security is retained, the Chief Financial Officer, with advice as needed from investment counsel or the Investment Trustee Committee, will regularly review it, and ensure that it is sold at the most opportune time. For instance, if the number of shares is sufficient to have a depressing impact on the price of the stock in the opinion of the donor or on the advice of investment counsel, the sale may be extended over a period of time necessary to avoid such impact. Any interest that may be generated by the security or the brokerage account will be retained by CODA. If a donor wishes to make a specific gift amount to the campaign s/he may choose to compensate for any shortfall arising from a loss on the disposal of the securities. Any gains will be invested in the CANADA WINS Campaign, regardless of designation.

CODA retains the right to decline a gift of shares if the offered public securities are deemed a liability to CODA.

(v) Flow-through shares will be considered on a gift-by-gift basis. As the structure of flow-through shares vary, and there are many variables, additional legal and/or financial expertise will be sought as necessary prior to accepting any flow-through shares.

(vi) Upon confirmation of the receipt of a gift of public securities, CODA will issue a tax receipt for value of the gift on the date CODA sells the shares.

d. Gifts-in-Kind

(i) Gifts of art or artefacts intended for the permanent collection of the Olympic Hall of Fame & Museum are subject to consideration and approval by CODA senior staff.

(ii) Gifts of art that are not accepted by the Olympic Hall of Fame and Museum, or the CODA Archives, may be accepted by CODA as a disposable asset.

(iii) Gifts of equipment, software or other property are subject to the consideration and approval of the recipient department or facility.

(iv) CODA requests a written letter of offer from the donor before proceeding with the establishment of fair market value.

(v) Donors wishing to receive a charitable tax receipt for the current calendar year are asked, where possible to contribute gifts prior to November 1. CODA retains the right to process gifts within a reasonable time frame or to decline gifts. In some instances, gifts received later than November 1 may not be accepted for donation in the given calendar year. Donors are asked to remain sensitive to calendar year end deadlines.

(vi) Donors will obtain an appraisal for gifts valued at greater than \$1,000. Where the gift is \$1,000 or less, Canada Revenue Agency will accept a valuation made by a CODA staff member, provided the staff member is knowledgeable in the field and is qualified to establish the value of the gift.

(vii) Expenses associated with the on-going maintenance of the gift are the responsibility of CODA.

e. Gifts of Real Estate

(i) Donors shall seek a qualified written appraisal of the property at their expense. From time to time, it may be necessary for CODA to secure an additional independent appraisal in order to establish fair market value and the amount of the income tax receipt.

(ii) The administration of a gift of real estate will involve a representative of CODA senior staff or designate in consultation with CODA's Chief Executive Officer or designate. Various factors, including zoning restrictions, environmental factors, marketability, current use, and cash flow, will be taken into account to ascertain that acceptance of the offered gift is in the best interests of CODA.

(iii) CODA will require an environmental assessment of the property to ensure the real estate does not present a liability to CODA.

(iv) It is CODA's policy to sell real estate as soon as possible. In rare exceptions, the property is retained for CODA investment purposes or for the use in accordance with the sport development mandates of CODA.

f. Charitable Trusts

(i) A trust may be established with cash, securities, real estate, or other assets.

(ii) CODA staff will not provide professional consultation to donors in the preparation of their trust.

(iii) During the administration of a trust involving CODA, a representative of senior staff or its designate, in consultation with CODA's legal counsel, shall represent CODA in dealing with donors and their representatives.

(iv) In the instance of a gift of residual interest, the donor shall be responsible for real estate taxes, insurance, utilities, and maintenance of the asset after transferring title, unless otherwise agreed by CODA.

(v) CODA retains the right to inspect the property from time to time to ensure that its' interests are properly safeguarded.

(vi) The donor is entitled to a charitable tax receipt for the present value of the gift calculated in current dollars. This valuation is called "discounted value" and is determined by actuarial calculations provided by Canada Revenue Agency.

g. Charitable Gift Annuities

(i) CODA staff will not provide professional consultation to donors on the purchase of an annuity.

(ii) During the administration of an annuity involving CODA, a representative of the senior staff or its designate, in consultation with CODA's legal counsel, shall represent CODA in dealings with donor and their representative.

(iii) A commercial insurance company shall be selected and the terms of the annuity contract negotiated with CODA designates. Up to three quotations will be required unless the donor indicates otherwise.

(iv) A charitable tax receipt for the present value of the annuity will be provided by CODA.

12. GIFT ACKNOWLEDGEMENT, DONOR RECOGNITION, AND DONOR STEWARDSHIP

CODA has a donor-centered approach to its fund raising programs. Donor recognition guidelines and processes are based on donor's needs and wishes, and allow the flexibility required to respect the individuality of the donor, the donation and the receiving area or program. The key purpose of donor recognition is to sincerely show respect for and appropriate gratitude to donors who support CODA.

a. Gift Acknowledgement

CODA acknowledges all gifts to CODA. A charitable tax receipt will be issued by the Chief Financial Officer, together with a pre-printed card or personal letter, depending on the level of the gift. Notification of all gifts is forwarded in writing to the specific area of donation, if relevant.

b. Donor Recognition

CODA recommends each donor be dealt with on an individual basis. Donors should be recognized and thanked in ways that are meaningful to the donor while striving to ensure each donor is involved and engaged with CODA.

(i) For gifts of \$1,000 or greater the CODA will acknowledge with a personalized note, which will be copied and forwarded to the appropriate area.

(ii) At the discretion of CODA, further recognition of the donor, from the appropriate area will occur, be it a letter, phone call, personal engagement, etc.

(iii) CODA will collaborate with each area regarding the best way to recognize donors.

(iv) Named awards, programs, buildings, or rooms may be created for a minimum period of time. Donors may choose to name an item after themselves, celebrate the achievements of a friend or colleague, or remember a loved one by naming the fund in his or her honour. The policies for each are outlined below:

c. National Sports School Scholarships & Bursaries

A minimum gift of \$10,000 is required to endow a National Sports School scholarship or Bursary. An annual commitment of \$1,000 per year for a minimum of three years will also be considered. Smaller gifts may be considered for special prizes.

d. Post-Secondary Athlete Scholarships

A minimum of \$20,000 endowed or \$5,000 annually for a minimum of three years is required to create a named post secondary scholarship. Smaller gifts may be considered for special prizes.

e. Facilities

Facilities may be named for an individual who has made a significant contribution to CODA.

(i) Ultimate authority to accept or decline any proposal to name at Canada Olympic Park rests with the Board of Directors.

(ii) Ultimate authority to discontinue the designated name of a building, room or area or to transfer the name to another building, room, or area at Canada Olympic Park rests with the Board of Directors.

(iii) Consistent with CODA's Gift Acceptance Policy, the acceptance of any philanthropic donation which involves a proposal to name is conditional upon approval of the naming by the Board of Directors.

(iv) No name will be approved that will imply CODA's endorsement of a partisan political or ideological position. This does not preclude a naming with the name of an individual who has at one time held public office or with the name of an individual or a company that manufactures or distributes commercial products.

(v) CODA reserves the right to determine the permanence of any naming that may occur.

(vi) From time to time, it may be appropriate to offer named recognition for a limited period of time. In this case, CODA is obligated to honour the name for that period of time, subject to renewal of the opportunity.

(vii) CODA may choose to extend recognition through a naming after a donor(s) provided that the donor will provide all or a major part of the cost of funding the facility or activity. "Major" is deemed to mean either a significant part of the cost or a contribution which is

regarded as central to the completion of the facility or activity and represents a substantial part of the value.

(viii) CODA reserves the right to decide on the physical displays which may accompany named recognition.

f. Operations

A minimum gift of \$50,000 per year in cash or goods in kind must be received to result in donor recognition. CODA will work with the specific operational areas to appropriately recognize the donor.

g. Donor Walls

Some CODA departments, facilities and sports may honour donors on a customized recognition wall. All are first subject to the approval of CODA to ensure consistency, accuracy and honour befitting CODA's charitable donors. All donors must first provide written consent for their names to be made public. All requests for anonymity are strictly respected.

h. Stewardship

“Stewardship differs from recognition in that it emphasizes the charity's moral and legal obligation to manage and use gifts as intended by donors, and to report to donors on the impact of their gifts... the long term goal of stewardship is to maintain an ongoing relationship with donors so that they continue to derive satisfaction from their past gifts and feel encouraged to make future gifts.”¹

Supportive of the statement above, and in keeping with CODA's donor-centered approach to fund raising, and the donor bill of rights (as stated by Association of Fundraising Professionals), CODA places heightened attention on its responsibility to steward donors.

Major gift donors are assigned to a primary CODA member who is responsible for stewarding the donor's relationship with CODA. Stewardship of the donor includes thoughtful communication back to the donor on the tangible impact of his/her gift(s).

In consideration of each individual donor's specific needs and wishes, the primary CODA team member should provide stewardship that may include:

- the chance to meet the recipient of their gift (i.e. student, athlete, coach etc.);
- a formal financial reporting on the status of the endowment, its recent performance and use; and
- a formal report on the impact, where meeting the recipient isn't possible and/or desirable.

¹ Planned Giving for Canadians, 1997

13. DECLINING A GIFT

CODA may choose to decline a gift on the basis of the following which includes but is not limited to:

- a. The gift constitutes a non-gift as per Canada Revenue Agency IT110R3.
- b. There are unusual features to the gift that are contrary with the objectives, values and goals of CODA.
- c. The gift could not be fairly assessed and processed prior to a calendar year end as per Revenue Canada gift-in-kind guidelines and the donor clearly wants the gift accounted for in a specific year.
- d. The gift could financially or morally jeopardize the donor and/or CODA.
- e. The gift or terms of the gift are illegal.
- f. CODA is unable to honour the terms of the gift.
- g. An appropriate fair market value can not be determined, or will result in unwarranted or unmanageable expense to CODA.
- h. There are physical or environmental hazards to CODA in accepting the offered gift.
- i. The gift involves false promises on the part of either party.
- j. The gift could jeopardize CODA's charitable status.
- k. The gift could improperly benefit an individual.

14. AMENDMENTS

The Board of Directors may at any time amend this Gift Acceptance Policy.

Appendix A

Policy on Conflict of Interest

1. Application

This policy applies to all Board members, Administrative & Support Staff members of CODA, and volunteers acting on behalf of CODA (“Members”).

Essential Concepts

The concept of “conflict of interest” covers a wide range of situations where what is at stake for individuals conflicts with their official responsibilities and the confidence vested in them. This type of “interest” may, for instance, be related to financial gain, professional advancement or promotion, commitments to third parties, allegiance to institutions, and roles or responsibilities of a religious or administrative nature.

1.1 For the purposes of this policy, a conflict of interest is defined as follows:

A Member is involved in a conflict of interest when:

- the Member owes a duty of loyalty in some matter to act in the interests of a person, group of persons, or institution; and
- at the same time, the Member has a personal interest in the matter or owes a duty of loyalty to act in the matter in the interests of a different person, group of persons, or institution; and
- A conflict of interest exists under this definition even if the action or decision called for under the first duty is identical with the personal interest or with the action or decision required under the second duty.

2. From Conflict of Interest to Professional Misconduct

Being in a situation of conflict of interest does not in itself constitute professional misconduct. Misconduct exists when an individual is personally involved in a conflict of interest as defined in Section 2 and is in one or more of the following situations: he or she knowingly fails:

- 2.1 to inform the appropriate authorities (e.g., Board Chair, President, Chief Executive Director, etc) of a situation that involves a conflict of interest; or
- 2.2 to take steps to resolve conflicts of interest; or
- 2.3 to communicate information regarding the conflict and conflicting requirements, especially to superiors, clients, and colleagues; or
- 2.4 to give justification for the pursuit or maintenance of commitments, allegiances, or responsibilities that would appear to a superior, acting in good faith, to be generally incompatible.

3. Management of Conflicting Situations

- 3.1 In addition to reporting requirements contained in other CODA policies a Member in a conflict or potential conflict of interest must disclose the circumstances to the Board Chair or the Chief Executive Officer.
- 3.2 If the Board Chair or Chief Executive Officer, etc. has an interest in the matter disclosed, disclosure should be made to the person at the next level of authority.
- 3.3 The Board Chair or Chief Executive Officer, etc. will determine whether a conflict of interest exists.
- 3.4 In the event that a conflict does exist, the Board Chair or Chief Executive Officer, etc. and the Member will agree in writing on a course of action to avoid or monitor the conflict.
- 3.5 In the event that agreement cannot be reached the case will be referred to the next level of authority for resolution.
- 3.6 All information and disclosures made in accordance with this policy will be held in confidence unless otherwise agreed to by the parties involved.
- 3.7 It is the responsibility of those with supervisory authority who detect what they believe to be violations of the policy to act promptly in order to provide or initiate the appropriate remedial or disciplinary measures.

4. Situations Involving Other Elements of a Member's Duty of Trust

Members owe obligations of trust, and confidence to CODA, to other Members of CODA and, frequently, to person(s) and agencies outside CODA. These duties arise either as a consequence of the employment relation that exists between the Member and CODA, or by virtue of other voluntary undertakings of Members. The following provisions set out some of these duties and are illustrative only, not exhaustive. Breaches of duties of loyalty may lead to appropriate disciplinary procedures.

- 4.1 Members should not accept gifts, gratuities, or favors in any form, except for gifts of purely nominal value and social entertainment considered in keeping with good professional ethics and which do not obligate the member.
- 4.2 Members may not make more than inconsequential use of the services, supplies, or the resources of CODA or of other Members of CODA to serve a personal interest unless authorized to do so.
- 4.3 Members associated with an enterprise should not, through the enterprise's name, publicity, or operations, imply that it is associated with or benefits from CODA unless authorized to do so.
- 4.4 The commercialization of intellectual property developed by a Member in the performance of his or her CODA duties must recognize CODA's share of ownership of that property.