



# **Massey Centre**

## **Fundraising & Donor Privacy Policy**

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Ratified by:

Document Version No: 1

Latest Re-issue Date:

Review Date: May 2021

Date Approved by Board: November 2017

### **Amendment Record**

Page number	Paragraph number	Change	Date of Change

## INTRODUCTION

Support from individuals, foundations and companies in the form of cash, deferred gifts and gifts-in-kind are critical for Massey Centre (the “Centre”) to fulfil its mission. To that end, the following policy outlines the terms and conditions under which the Centre will accept gifts and conduct its fund development activities.

All fund development programs, solicitation plans, and activities shall be under the purview of the Board of Directors and in accordance with Canada Revenue Agency (CRA) guidelines related to charitable giving.

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## **SECTION 1 Accountability and Gift Administration**

### **1.1 Principles of Accountability**

To ensure donors and prospective donors have full confidence in us, the Centre recognizes and respects its responsibilities to them (as outlined in A Donor Bill of Rights) and will be guided by the highest standards of professional fundraising practice (as outlined in the Association of Fundraising Professionals Code of Ethical Principles and Standards of Professional Practice). Further, the Centre's Fundraising & Donor Privacy Policy will be posted on its website.

All fundraising appeals by or on behalf of the Centre are to disclose the Centre's legal name, its status as a registered charity, and the purpose for which funds are requested. Donors and prospective donors are entitled to know, upon request, whether the individual asking for funds is a volunteer, a staff person or a service provider.

Volunteers, board members, staff, consultants, and service providers who solicit and receive donations, and enter into contracts on behalf of the Centre must:

- Have no vested interest in a donor's gift that could result in personal gain;
- Have no vested interest in a contract with a service provider that could result in personal gain;
- Disclose immediately to the Chief Executive Officer and/or Director, Resource Development any actual or apparent conflict of interest;
- Not enter into contracts with service providers for the payment of fundraisers based on amount or number of donations or through commission-based remuneration;
- Not enter into service contracts or fundraising arrangements on behalf of the Centre that are illegal or contrary to public policy;
- Not pay more than fair market value to service providers;
- Ensure that requests and solicitation materials are accurate and reflect the Centre's mission and intended use of the solicited funds;
- Must provide truthful, accurate, and timely disclosure of all fundraising costs, revenues, practices and arrangements to members of the public upon request;
- Encourage donors to consult their professional (legal/financial) advisors when considering a gift;
- Not accept gifts for purposes that are inconsistent with the Centre's mission; and
- Act with fairness, integrity, openness, and in accordance with all applicable legislation, the Centre's policy and applicable professional fundraising ethical codes of conduct.

Once gifts are received, the Board of Directors and the Chief Executive Officer will:

- serve the interests and wellbeing of the donor by ensuring that gifts are used in accordance with the donor's intentions
- obtain explicit consent from donors before altering the conditions of a gift

In order to ensure the highest level of consistency and accountability, the Director, Resource Development will be informed of all solicitations in advance. All solicitations must be planned in consultation with and approved by one of the following (or her designate):

- Chief Executive Officer
- Director, Resource Development

The Board of Directors will evaluate the fund development program including revenue targets, associated expenses and identified non-financial goals in the context of the Board approved annual budget. An annual fund development plan will be developed by the Director, Resource Development as part of the Centre's annual budgeting process, reviewed, and updated on a quarterly basis if required.

## **1.2 Implementation of Policy**

The Chief Executive Officer, in consultation with the Director, Resource Development, is responsible for ensuring compliance with this policy and for developing supporting internal protocols and procedures.

## **1.3 Exceptions to this Policy**

Exceptions to this policy will be reviewed and considered by the Chief Executive Officer. When appropriate, the Chief Executive Officer will recommend exceptions to the Board of Directors for approval.

## **1.4 Personal Benefits**

From time to time the Centre staff may be offered benefits by donors, consultants and service providers as a result of their professional role at the Centre, while gifts of nominal value may be accepted, a Centre staff member who is offered any benefit with a value of over \$75 from a donor must follow accountability steps prior to the acceptance of any benefit:

- The Centre staff member should immediately inform the Chief Executive Officer, or/and the Director, Resource Development.
- The Chief Executive Officer, or/and the Director, Resource Development will decide if the benefit is to be kept, returned, or redistributed.
- If broader consultation is deemed necessary, the Chair of the Board will be consulted. The Chair of the Board will make the final decision on acceptance of the benefit.

## **1.5 Compensation of Fundraisers**

Staff, board members and consultants who enter into fundraising related contracts on behalf of the Centre must:

- Have no vested interest in a contract with a service provider that could result in personal gain
- Disclose immediately to the Chief Executive Officer or Director, Resource Development any actual or apparent conflicts of interest

- Not enter into contracts with service providers for the payment of fundraisers based on the amount or number of donations or through commission-based remuneration
- Not enter into service contracts or fundraising arrangements that are illegal or contrary to public policy
- Not pay more than fair market value for services.

## 1.6 Tax Receipts

The Centre will issue tax receipts for donations based upon the dictates and guidance of the CRA.

Official tax receipts are issued for all eligible donations \$20 or greater made by donors in accordance with CRA guidelines. The Centre will issue tax receipts for donations under this amount upon request.

Simple cash receipts for “acknowledgement purposes only” are issued for donations made by charities or foundations, unless the Centre is directed by the donor otherwise.

The Centre will not issue tax receipts for:

- Gifts of volunteers’ time
- Auction purchases
- Gifts for the donation of services. For donation of services, cheques must be exchanged in order to issue a tax receipt
- For donations where the Centre does not have the full address of the donor.

Receipts can only be issued to the person who has paid for the donation; that is, the name on the receipt must correspond to the name on the cheque, credit card, etc. If a person collects donations from a group of people and donates the total to Centre, then he/she is not entitled to a receipt for the full amount.

Anyone who purchases a ticket to a special event is entitled to a receipt for part of their total payment. Official donation receipts for special event tickets are only issued to donors for the eligible amount of the gift. “The eligible amount of the gift is the amount by which the fair market value of the property that is the subject of the gift exceeds the amount of the advantage, if any, in respect of a gift” (CRA).

Receipts for gifts-in-kind must include the item donated, the valuator’s name and address, as well as the fair market value of the item donated.

In order to be eligible for a tax receipt from the previous year, cheques must be dated in the previous year and envelopes must be postmarked on or before December 31 of the previous year.

All receipts issued by the Centre must be numbered.

If a donor loses a receipt and requests a copy the receipt must be marked as “duplicate and replacing receipt #”. The original receipt must be cancelled.

All receipts must contain the URL for the Canada Revenue Agency web site.

The signing officers of the Centre shall be the signing officer(s) for the purposes of tax receipts.

## **SECTION 2 Gift Acceptance and Types of Gifts**

### **2.1 Acceptance of Gifts**

A gift “is a voluntary transfer of money or property for which the donor expects and receives nothing of value in return” (CRA).

- The Centre will inform, serve, guide or assist donors who wish to support its activities through voluntary gifts of cash, or gifts-in-kind.
- The Centre shall encourage donors to discuss proposed gifts with independent legal counsel and/or tax advisors of the donors’ choice to ensure the donors receive full and accurate explanations of all aspects and implications of any proposed charitable gifts.
- All gifts and sponsorships which are consistent with the Centre’s mission and annual fundraising plan are gratefully received from any source that supports and respects the Centre’s Fundraising & Donor Privacy Policy.
- All donations, corporate sponsorships, and joint marketing initiatives are to be evaluated on the following criteria:
  - Does it support the Centre’s mission?
  - Does it provide an asset (financial, human resources, or public image) to the Centre?
  - Does it compromise or restrict the Centre’s ability and right to its informed opinion on matters relating to our work?
  - Does acceptance of this gift unduly restrict the Centre’s capacity to solicit or accept other funds?
  - Is this gift appropriate to the Centre’s philosophy of respect for basic human rights and the interests of children and their families we help each day?
  - Is this gift appropriate to the Centre’s strategic plan and work plans?

The Centre may decline an offer of a gift in the following circumstances:

- Acceptance of the gift could damage the Centre’s reputation/identity or its responsibility to its beneficiaries and other stakeholders.
- The Centre does not have the resources to honour the terms and conditions of the gift or to maintain the gift appropriately.
- The gift or the conditions of the gift are not considered by the Centre to be ethical or legal.

The Chief Executive Officer will make the final decision on the acceptance of gifts to the Centre within the scope of this policy.

The Centre will obtain explicit consent from donors before altering the conditions of a gift.

The Centre is sensitive to the particular needs of individual donors, and may modify the terms and conditions of gift acceptance in certain circumstances. Reasonable requests will be reviewed by the Chief Executive Officer and provided to the Board for consideration as appropriate.

## **2.2 Corporate Gift Solicitation, Acceptance & Partnership**

Corporate donations, sponsorship and partnership are important to the growth strategy of the fund development function at the Centre. To avoid duplicate, inappropriate, or untimely requests, all approaches by staff and volunteers acting on the Centre's behalf to corporations for sponsorship, partnerships, cash and in kind donations are to be coordinated through the Director, Resource Development.

The Centre will not solicit funds from, accept gifts from or engage in public partnerships with:

- Tobacco growers, manufacturers and wholesalers of tobacco products
- Companies whose prime activity is armaments manufacturing or export
- Companies whose activities involve or result in:
  - Child exploitation
  - Gross abuses or persistent neglect of human rights
  - Severe environmental damage
  - Pornography
  - Illegal and/or corrupt activities

In all cases of corporate engagement, the Centre will determine whether its reputation/identity can be damaged or its responsibility to beneficiaries and other stakeholders jeopardized by association with a company. This process of due diligence will be led by the Director, Resource Development, with final decisions in indefinite cases resting with the Chief Executive Officer.

## **2.3 Donations of Property**

The Centre accepts but will not typically hold gifts of real estate. Instead, real estate will be sold as soon as possible, unless held in trust by the donor through a charitable remainder trust or otherwise agreed with the donor.

The Centre may accept donations of other property, including art, and other valuables. For the purposes of issuance of a charitable tax receipt, at least one independent appraisal must be made. The appraisal fee will be paid by the donor.

## **2.4 Gifts of Securities**

The Centre accepts but does not hold gifts of publicly traded securities. Instead, securities will be sold as soon as possible by a broker acting on behalf of the Centre, unless held in trust by the donor through a charitable remainder trust or unless otherwise approved by the Board of Directors.



The tax receipt value of the gift will be the fair market value of the securities based on the closing market price at the end of the day of transfer of the gift into the Centre's account, as confirmed by the brokerage statements.

## **2.5 Planned Giving**

The Centre encourages donors to make planned gifts of both outright and deferred gifts.

### Outright Gifts are:

- (a) Publicly-traded securities
- (b) Cash surrender value of a paid-up life insurance policy

### Deferred Gifts are:

- (a) Bequests
- (b) Gifts of life insurance policies and proceeds
- (c) RRSPs/RSPs/TFSA's
- (d) Annuities
- (e) Charitable Remainder Trusts
- (f) Other gift arrangements as approved by the Chief Executive Officer or Director, Resource Development

The Director, Resource Development is authorized to negotiate and accept planned gifts. At the discretion of the Chief Executive Officer, the negotiation and acceptance of certain planned gifts may be subject to the approval of the Director of Finance and Administration, and in compliance with CRA if a tax receipt is issued.

The Centre will not provide legal and or tax advice. Any individual acting on behalf of the Centre shall encourage donors in writing to discuss proposed gifts with independent counsel and/or tax advisors of the donors' choice to ensure the donors receive full and accurate explanations of all aspects of any proposed planned gifts.

All planned giving agreements requiring execution by the Centre will be reviewed and approved by the Centre's legal counsel. Where substantially the same agreement is used repeatedly, only the prototype requires approval.

## **SECTION 3 Sponsorship and Brand Affiliation**

### **3.1 Authorization of Written Materials**

Any written materials composed by Centre staff, volunteers or service providers for public release must be approved by the Chief Executive Officer or her designate prior to release.

The Centre will ensure that requests and solicitation materials are accurate and reflect the Centre's mission and intended use of the solicited funds.

### **3.2 Sponsorship**

From time to time, the Centre may seek sponsorships from targeted companies/businesses for events and/or projects where a marketing benefit is offered to the company in exchange for a fee. The details of all sponsorships will be documented within a written agreement signed by both parties.

Such sponsorships are not eligible for an income tax receipt.

### **3.3 Community Fundraising**

Community fundraising events are special fundraising events which are planned, implemented and financed by individuals or organizations outside of the Centre.

The Centre's role is to lend its name, help guide and motivate event organizers and accept the proceeds when the event is complete. Before they are authorized, such events must be carefully evaluated and scrutinized to ensure their stewardship of the Centre's brand, mission and values.

- The Director, Resource Development is authorized to negotiate and accept offers of new community fundraising events.
- Community fundraising event organizers/representatives must enter into a written Community Fundraising Agreement with the Centre.
- Tax receipts will only be issued in compliance with CRA.
- In order to use the Centre's name or logo in any promotional material for an event or project, the organizers/representatives must secure permission from the Centre. The Centre reserves the right to deny use of its name or logo.
- Event promotion must indicate the portion of proceeds being directed to the Centre.
- A complete financial summary must be provided to the Centre within ten days after the event, and all payable proceeds must be received within 30 days.

The Centre accepts no legal or financial responsibility for events held on its behalf.

## **SECTION 4 Donor Relations**

### **4.1 Donor Stewardship and Recognition**

Donors will be stewarded and recognized within the Centre's Donor Recognition and Stewardship program. This program may be revised from time to time at the discretion of the Director, Resource Development, in consultation with the Chief Executive Officer.

Respectful stewardship of donors and their gifts is critical to building long term relationships and demonstrating the Centre's commitment to accountability.

Donors are to receive a written or verbal acknowledgment of their gifts within a reasonable period of time, and no later than one week, upon their donation being received.

Any request by a donor to be excluded from lists that the Centre uses or shares with other organizations is to be honoured. All reasonable efforts will be taken to honour any request from a donor or prospective donor not to be contacted for future fundraising campaigns. Donors have the right to remain anonymous.

Any information from or about donors that is obtained by, or on behalf of the Centre is to be handled with respect and with confidentiality to the extent allowed by law.

All members of the public, including donors and prospective donors, are entitled to one copy of the following, on request and at no charge:

- The Centre's most recent annual report and/or audited financial statements;
- A list of the names of members of the Board of Directors.

Donor recognition intends to:

- express gratitude for support and recognize leadership in the donor community
- provide incentive and example to potential donors and motivate current donors to give more generously
- create and nurture positive relationships with donors and the donor community
- ensure consistency in the manner in which donors are treated

With respect to the cost of donor privileges, where said privileges are offered in return for a donation, they will not exceed the lesser of \$75 or 10% of the gift, as per CRA.

## **4.2 Designated Donations**

Designated or restricted gifts are those provided for an explicit purpose consistent with the Centre's programs. Restrictions can include a scholarship, or be made to a project, or specific program area.

The Centre may seek and/or accept designated donations for purposes consistent with its mission, goals and values. Where possible, an administrative proration (at a rate to be determined by the CEO) will be included and disclosed to the donor in the project budget.

The Centre reserves the right to determine fundraising priorities and designated gifts can be accepted upon approval prior to accepting the gift.

All designated donations are to be used for the purposes for which they are given. If, due to special circumstances, the Centre is unable to spend the full amount of the donation on the basis initially agreed to, the donor will be contacted to obtain explicit consent before altering the conditions of the gift. By mutual agreement, the remaining portion of the donation may be re-designated to another project, to the area of greatest priority, or used to expand the current project. If agreement cannot be reached, remaining funds will be returned to the donor.

Where the proposed designation is not consistent with the Centre's mission, goals and values the Director, Resource Development and/or Chief Executive Officer will:

- (a) Discuss the intended use of the proposed gift with the donor.

- (b) Make appropriate options available to the donor.
- (c) Decline the gift if agreement cannot be reached with the donor on re-assignment of the proposed gift.

### **4.3 Mailing Lists**

The Director, Resource Development may approve and supervise trade and/or rental of the Centre's donor trade list with other charities. Donor records are traded on a 1:1 basis.

Trade and/or rental of the Centre's donor list by another charity is approved only for one time use.

The Centre will disclose to donors that their name/information may be shared and donors will have the opportunity to opt out.

Donor requests to be removed from the list will be honoured.

### **4.4 Named Funds**

The Centre will accept donations to create a named fund. The minimum level for a named fund is \$25,000.

If installment pledges are required to fulfill this gift, 70% of the total amount of the gift must be received before the fund is named.

Gift amounts of less than \$25,000 may be considered from time to time upon consultation with the Chief Executive Officer.

Named funds will exist for the duration of the project or purpose as agreed.

The approval of the Chief Executive Officer is required for a named fund.

### **4.5 Complaints**

The Centre aims to maintain high standards in all of its work, and will seek to make a timely and clear response when a concern arises or is brought to the Centre's attention.

The Centre takes complaints and concerns very seriously and treats them as an opportunity to improve the service provided to supporters. As such we ensure that:

- commenting is as easy as possible
- we always respond and treat comments seriously
- we deal with complaints promptly and politely
- we learn from comments and use feedback to make improvements.

The Centre will respond to all concerns and complaints as quickly as possible.

- Donors will receive an acknowledgement of the complaint within a maximum of two (2) business days of receiving it.
- Donors can expect to receive a full response from the Centre no more than 10 business days from receipt of the original complaint.
- The Centre will work to resolve the complaint up to a maximum of 30 business days. At this stage further contact with the donor will be made only where the Centre may have insufficient details to take the complaint forward.

There may be rare occasions when the Centre may not respond to a complaint. These include:

- When a complaint is about something to which the Centre has no direct connection.
- When someone unreasonably pursues a complaint to which the Centre has already responded.
- When a complainant is being abusive, prejudiced or offensive in their manner.
- When a complainant is harassing a staff member.
- When a complaint is incoherent or illegible.
- When a complaint has clearly been sent to us and numerous other organizations as part of a bulk mailing or email.

When a complaint has been made anonymously, the complaint will be investigated and the information used to improve service if possible.

If, upon receipt of the response, the complainant is still not satisfied, the complaint may be passed to the Chief Executive Officer for further investigation and response. The complainant can expect to receive a full response within three (3) business days from receipt of the escalated complaint.

If not satisfied with the response from the Chief Executive Officer, the complainant may seek advice from outside the organisation. If the nature of the complaint is related to the Centre's fundraising work, donors will be encouraged to seek help from the Compliance Division of the Charities Directorate at the CRA.

## **SECTION 5 Donor Privacy and Information Protection**

### **5.1 Personal Information Protection and Electronic Documents Act (PIPEDA)**

The Centre recognizes that an individual's right to privacy is an essential right to be protected, and understands the importance of maintaining anonymity and protecting personal information in our care and control. The Centre's relationship with supporters is founded on trust and we are committed to maintaining this trust.

For these reasons, the Centre adheres to all Federal and Provincial privacy laws, and provides all the safeguards as standardized in the *Personal Information Protection and Electronic Documents Act, 2001, c. 5* (the "PIPEDA"). It confirms the Centre's dedication to protecting privacy and maintaining the trust donors and potential donors have placed in us.

The Centre will take all necessary steps to ensure the privacy of all donors, including the appointment of a Privacy Compliance Officer to ensure it is in compliance with the Act.

## 5.2 Definition of Personal Information

Personal information is any information that can be used to distinguish, identify, or contact a specific individual. The information can include an individual's opinions or beliefs, as well as any facts about or related to the individual.

This Privacy Policy applies to personal information about identifiable Centre donors and potential donors that is collected, used or disclosed by the Centre.

This Privacy Policy will not apply to the collection, use or disclosure of the following information:

- Personal information that is aggregated in such a manner that it cannot be connected to a person; therefore, any personal information that has been anonymized will not fall under the protection of *PIPEDA*;
- Personal information consisting of the name, address and telephone number of a subscriber that appears in a telephone directory that is available to the public, where the subscriber can refuse to have the personal information appear in the directory;
- The name, title, business address, e-mail address or business telephone number of an employee of the Centre; or
- Information that is publicly available and is specified by regulation pursuant to *PIPEDA*.

Personal information that may be collected, used or disclosed by the Centre includes but is not limited to the following:

- Full legal name
- Home telephone number
- Home address
- E-mail address
- Gender
- Marital status
- Date of birth
- Credit card/banking information
- Past donation information

### **5.3 Online Privacy**

The Centre does not collect identifying information about visitors to its website. The Centre may collect non-identifying information about visitors in order to create summary statistics and to determine the level of interest in information available on the website. This information would include such items as the date and time the Centre site was accessed and the web browser used.

The Centre collects information about users' site usage, including IP addresses, through the use of cookies. A cookie is a small piece of data that is sent to a user's Internet browser from a web server and stored on a user's computer's hard drive. A cookie cannot read data from a computer hard disk or read cookie files created by other websites. The Centre uses cookies to identify which areas of our website users have visited or customized. Users can choose whether to accept cookies by changing the setting of their Internet browser. The website does not link IP addresses to any personal identifiable information.

The Centre's cookie policy was framed in view of the widespread acceptance of cookies across the internet, the ability of any individual to set their browser to refuse cookies, and the fact that they allow the Centre to make the most efficient use of limited fundraising and administration. For further information about cookies and for an explanation of how they can be disabled, supporters and potential supporters can visit [www.aboutcookies.org](http://www.aboutcookies.org).

### **5.4 10 Principles of Privacy**

Drawing from the PIPEDA legislation, there are ten principles that form the basis of this Privacy Policy. These principles are interrelated and the Centre shall adhere to them as a whole. The Centre applies the ten principles of the Code as follows:

#### **1. Accountability**

The Centre is responsible for the personal information collected and maintained by it and which is under its control. In order to fulfil this responsibility, the Centre has designated the Director, Finance and Administration as the Privacy Compliance Officer accountable for the Centre's compliance with the Privacy Policy.

The Privacy Compliance Officer has the responsibility for ensuring compliance with the provisions of the Privacy Policy. The Privacy Compliance Officer is the designated avenue for supporters' privacy-related inquiries.

The Centre has taken the following measures to ensure compliance with this Privacy Policy:

- Has developed procedures to protect personal information;
- Has developed procedures to receive and respond to complaints and inquiries;
- Has trained staff about our policies and practices respecting personal information;
- Has developed and distributed information to our staff and the general public explaining our policies and procedures respecting personal information.

To ensure that all personal information that is transferred by the Centre to third parties on the consent of supporters is protected, the Centre enters into legal agreements with all third

parties who use personal information collected by the Centre. These legal agreements seek to ensure that these third parties employ comparable levels of control over all personal information.

The Centre shall make known, upon request, the name of the person designated as the Privacy Compliance Officer with the responsibility of ensuring the Centre's day-to-day compliance with its Privacy Policy.

## **2. Identifying Purposes for Which Personal Information is Being Collected**

The Centre is committed to openness regarding its collection of personal information. The Centre shall identify the purposes for which personal information is collected at or before the time the information is collected.

The Centre collects personal information of donors and potential donors to establish and maintain our donor lists and to provide services to donors and potential donors. By donating to the Centre, donors have confirmed their commitment to the Centre's cause. If a donor provides personal information to the Centre, the Centre will record and maintain this personal information in the donor database in order to issue charitable receipts for income tax purposes.

Since the Centre's donors have demonstrated in the past their commitment to supporting the Centre's programs, the Centre may also, from time to time, use donors' personal information to promote fundraising activities, such as specific fundraising campaigns or donation drives. However, all requests from donors not to be contacted by the Centre will be immediately honoured.

The fund development system/donor database may also be used to invite donors to special events or to send them newsletters or other information. Upon making a donation to the Centre, donors will be offered a choice to opt-out of such communications.

The Centre from time to time may transfer their personal information to other reputable charitable and not-for-profit organizations in order to assist in fundraising activities. Donors will be given the opportunity to opt-out.

The Centre shall not use or disclose for any new purposes, personal information that has been collected from donors without first identifying and documenting the new purposes and obtaining the prior consent of the donors unless required to by law.

Furthermore, upon request any donor may access the personal information the Centre has related to them.

The Centre shall specify either orally, electronically or in writing the identified purposes to the individual, at or before the time personal information is collected.

## **3. Consent**

The Centre is committed to ensuring that donors and potential donors are aware of how their personal information is used. To this end, all Centre employees, volunteers, students or



agents are instructed to provide information about how personal information is used to all interested individuals who inquire, as well as to provide opportunities for donors to opt-out of use or disclosure of their personal information.

The Centre shall use reasonable efforts to ensure that a supporter is advised of the identified purposes for which personal information collected will be used or disclosed. The Centre shall state the identified purposes in a manner that can be reasonably understood by the supporter.

If the Centre decides to use the personal information of a supporter for a new purpose, the Centre shall obtain consent from the supporter before the personal information is used or disclosed for a new purpose.

As well, the Centre may periodically request written or verbal confirmation from a supporter to ensure that the personal information that has been collected and maintained on the donor database/fund development system is up-to-date and accurate.

In determining the appropriate form of consent, the Centre shall take into account the sensitivity of the personal information and the reasonable expectations of the supporter. For sensitive information, the Centre will obtain express written consent at or before the time of collection.

The Centre may not collect, use nor disclose personal information without the knowledge and consent of the individual, in accordance with the provisions of PIPEDA.

A supporter may withdraw consent at any time, subject to legal or contractual restrictions and reasonable notice. The Centre shall not use or disclose for any new purposes, personal information that has been collected from donors without first identifying and documenting the new purposes and obtaining the prior consent of the donors unless required by law.

#### **4. Limiting Collection**

The Centre limits the collection of personal information only to information that is necessary for identified purposes. In addition, the Centre is committed to collecting personal information in a fair, open and lawful manner. For this reason, the Centre will not indiscriminately collect personal information.

#### **5. Limiting Use, Disclosure and Retention**

The Centre does not use personal information for purposes other than those for which it was originally collected, unless it has first obtained the consent of the individual from whom such information was received or if required to do so by law. The Centre retains personal information only for as long as it is needed and only for the fulfilment of the purposes for which it was originally collected or as required by law.

The Centre will limit access to personal information to those staff and volunteers whose duties reasonably require it.

The Centre will destroy, erase or make anonymous any personal information that is no longer necessary or relevant for the identified purposes or required to be retained by law. The

Centre shall maintain reasonable and systematic controls, schedules and practices for the retention and destruction of personal information.

## **6. Accuracy**

The Centre is committed to maintaining accurate, complete and up-to-date personal information. Donors, volunteers or staff members will be encouraged to update their personal information to maintain the integrity of the Centre's records. Any such changes will be immediately recorded. On occasion, the Centre will have to proactively seek updated information about donors (such as a new address) to ensure the accuracy of the database and the provision of tax receipts for past donations.

Personal information that is collected by the Centre is processed and maintained in Canada. Supporters may check and correct their personal information by contacting the Centre.

## **7. Safeguards**

The Centre shall implement security safeguards to protect personal information against such risks as theft or loss, unauthorized access, copying, use, modification or destruction.

The Centre shall protect personal information with physical security measures, such as locked cabinet storage and restricted access to areas where personal information is stored.

The Centre shall protect personal information with internal employee security measures, including restricted computer access, passwords, confidentiality agreements, and limited access to where personal information is stored. The Centre will also ensure that any of our employees who deal with personal information are properly trained and are aware of the necessary and appropriate measures required to protect personal information.

The Centre shall protect personal information when disclosing it to third parties by stipulating the confidentiality of the information and the purposes for which it is to be used in contractual agreements. In entering into these legal agreements, the Centre does not transfer any interest in this personal information to third parties. Rather, the purpose of these legal agreements is to ensure that the personal information delivered to third parties is maintained at a level of security equal to that provided by the Centre under this Fundraising & Donor Privacy Policy.

Any personal information kept by the Centre is disposed of or destroyed once it is no longer needed to meet the purposes for which it was collected. The Centre will ensure appropriate measures regarding the destruction or disposal of personal information so as to prevent unauthorized parties from gaining access to the personal information.

## **8. Openness**

The Centre makes information about its policies and practices respecting the collection and maintenance of personal information available to all interested parties. The Centre's Fundraising & Donor Privacy Policy is a public document. The Centre will answer any questions that an individual may have regarding the collection and maintenance of personal information.

## 9. Individual Access

Upon request, the Centre shall inform an individual of the existence, use and disclosure of his or her personal information and shall give the individual access to that information. A supporter shall be able to challenge the accuracy and completeness of their personal information and have it amended as appropriate.

## 10. Challenging Compliance

As previously noted, the Centre has designated a Privacy Compliance Officer who is responsible for the day-to-day care and control of personal information. The Privacy Compliance Officer will receive and respond to all information requests regarding our privacy policies or about personal information under our care and control.

### 5.5 Definitions

To assist in understanding this Fundraising & Donor Privacy Policy, the Centre has set out some basic definitions to use when reading and interpreting the principles above:

**Collection:** obtaining personal information from any source, including third parties, by any means.

**Consent:** the granting of voluntary permission regarding the collection, use and disclosure of personal information for defined purposes. Consent can be either express or implied.

**Disclosure:** to make known personal information to a third party.

**Personal Information:** information about an identifiable individual, but does not include the name, title, or business address or telephone number of an employee of the Centre.

**Use:** the treatment, handling and management of personal information by and within the Centre.

Further information about privacy and PIPEDA can be obtained at the Privacy Commissioner of Canada's website at [www.privcom.gc.ca](http://www.privcom.gc.ca).