

# RISING :

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POLICY	FUNDRAISING AND PARTNERSHIPS POLICY
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APPROVED BY THE BOARD	FEBRUARY 2023
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NEXT REVIEW	Q1 2025
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## 1.0 POLICY PURPOSE

The purpose of this policy is to establish the framework and guidelines for the development of relationships between RISING and its supporters.

It provides guidance for:

- The acceptance or refusal of potential supporter contributions that may take the form of financial donations, sponsorship, and or in-kind support.
- Managing the privacy and confidentiality of donors.
- The rights of RISING's supporters.
- The role of RISING staff, third party representatives and board members in relation to developing supporter relationships.

## 2.0 SCOPE

For the purpose of this policy, the term 'supporter' means:

- Fundraising relationships with donors, such as Trusts and Foundations, Private Ancillary Funds, bequestors, individual donors and community groups who make philanthropic gifts to RISING.
- Commercial partnerships with brands, corporations, businesses, foreign government entities and non-government organisations, where financial and, or in-kind services or material support are provided to RISING through a partnership agreement, or memorandum of understanding.

All RISING staff, board members and third-party representatives operating on behalf of RISING must abide by this policy.

## 3.0 POLICY

The fundamental principles that shape RISING's supporter relationships outlined in this policy are:

- Activities undertaken by RISING in its effort to secure productive supporter relationships will comply with all relevant laws and be consistent with existing organisational policies.
- RISING will seek to develop relationships that provide financial support, positive public exposure, operational budget relief or in-kind expertise that underpins the organisation's operating activities and contributes towards its mission and purpose.
- Potential supporter relationships will be considered from a risk perspective in line with this policy and RISING's Risk Management Policy.
- RISING will not enter into a supporter relationship where the association with that individual or organisation or acceptance of that supporter's contribution towards RISING's work will jeopardise the financial, legal or moral integrity of RISING or adversely impact upon RISING's standing and reputation in the community.
- Entering a supporter relationship with RISING for any festival, project, program, activity or event undertaken by RISING, will not entitle the supporter to influence RISING's decision making.
- RISING aims to honour supporters' intent. However, if this is not possible, RISING will work collaboratively with the supporter or their representative to seek other agreeable alternatives.
- Any information RISING has collected regarding its philanthropic donors will be managed in compliance with our privacy obligations as outlined in RISING's Information Technology & Communications Policy.
- RISING's board will receive regular updates on the development of supporter relationships throughout the year.

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- Once a supporter agreement has been reached, RISING will assign dedicated resources to manage the ongoing relationship and work towards the delivery of the intentions within the agreement.
- RISING's fundraising outcomes will be reported to the public annually.
- RISING's supporters will be appropriately acknowledged.

## 3.1 GIFTS OF WORKS OF ART

Philanthropic gifts of works of art may be accepted by RISING. Proof of ownership and provenance is a condition of acceptance for any artwork. Works of art may be used for decorative purposes at RISING, for fundraising or resale purposes. However used, title to these works remains with RISING and decisions regarding disposition remain with the title.

## 3.2 GIFTS OF PUBLICLY TRADED SECURITIES

RISING accepts philanthropic gifts in the form of securities traded on a recognised stock exchange. Public traded securities will be liquidated upon receipt, or managed in a manner consistent with RISING's cash investment policy. The liquidation amount or value at the time of receipt is recorded as the amount donated to RISING by the donor.

Bequests of publicly traded securities may require special treatment to be determined on a case-by-case basis.

## 3.3 GIFTS OF REAL PROPERTY

Philanthropic gifts of real property may be accepted by RISING. Property will be liquidated upon receipt, or managed in a manner consistent with RISING's cash investment policy, and the proceeds used in support of RISING's stated mission and purpose.

## 3.4 DONATIONS TO ENDOWMENT

Philanthropic gifts towards endowment, made with the intention that funds are invested to ensure ongoing support of RISING from the investment earnings, may be accepted.

## 3.5 PLANNED GIVING

RISING's Partnerships Department provides expertise in the planning, cultivation and solicitation of planned philanthropic gifts.

To protect both RISING and the donor, RISING's legal counsel may review all documents relating to planned gifts prior to execution by the donor and acceptance by RISING. The donor will always be advised to seek their own legal and tax advice before executing a planned gift.

A gift of tangible personal property may be accepted on behalf of RISING provided that:

- The gift may be liquidated on receipt and proceeds used in support of RISING's stated mission and purpose.
- Acceptance of such a gift will not involve significant additional expense to RISING.
- Exceptions may be considered at donor's request for income generating property.

## 3.6 RESTRICTIONS ON SUPPORTER CONTRIBUTIONS

All supporter contributions solicited and accepted on behalf of RISING must further the mission and purpose of RISING, as articulated in the organisation's business plan.

A supporter's contribution:

- May be restricted to specific programs or purposes in accordance with RISING's mission and business plan.
- May be restricted by the timing of contributions and terms of distributions, in accordance with a written agreement.
- Will not be permitted for an award, where the gift is contingent on the award recipient being a person or work of the supporter's choice.
- Will not be permitted where the gift is conditional on the hiring or retention of a specific staff member or service provider.
- That restricts or impedes the work of RISING will not be accepted.

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## 3.7 CHANGING RESTRICTIONS

The use of a contribution, be it funding or in-kind support, for a purpose other than that stipulated by the supporter is prohibited. If another use is deemed necessary, consent may be sought from the supporter and the agreement altered in accordance with its terms.

If the use becomes impossible or unlawful, legal approval may be sought to alter the use. Similarly, for a supporter to change the originally stated use of their contribution, the change must first be approved in line with RISING's Delegations Policy.

## 3.8 AGREEMENTS

The terms of all philanthropic gifts of \$100,000 or more will be specified in a written agreement that outlines the program to be supported, the schedule of contributions and the terms of distributions. The agreement should be signed in accordance with the RISING Delegations Policy, and by the donor.

All commercial partnerships will enter a written agreement that outlines the activity or project being supported and the terms and conditions of the relationship. The agreement must be signed by a RISING representative in accordance with the Delegations Policy, and by the supporter or their representative.

## 3.9 NAMING RIGHTS

Approval in accordance with the RISING Delegations policy is required before supporter naming rights are attached to RISING property or recognised program or specific project.

## 3.10 SUPPORTER RIGHTS

Supporters should be:

- Informed of RISING's mission and purpose, the way the supporter's contribution is to be used and RISING's capacity to use it effectively.
- Provided with relevant information about RISING, the role, activity and performance of RISING, and the use and progress that their contribution is making towards RISING's work.
- Informed of the identity of RISING's key personnel involved in managing the program outputs associated with their contribution.
- Assured that no agreement, trust or contract will be at the expense of their best interests and motivations.
- Assured that their contribution shall remain confidential, unless explicit permission has been provided by the supporter.
- Assured, in cases where funds have been accepted from philanthropic donors, that their personal details will be managed in compliance with RISING's privacy obligations as outlined in the Information Technology & Communications Policy.
- Recognised and appropriately acknowledged for their donation.

## 3.11 SUPPORTER RECOGNITION

- RISING recognises the generosity of all philanthropic donors with appropriate letters and acknowledgements. An active stewardship matrix ensures that systems are in place to standardise the acknowledgment and reporting processes for all donations to ensure consistency and appropriateness of stewardship activity.
- Philanthropic gifts greater than \$1,000 will be publicly acknowledged on RISING's website, unless the donor informs RISING that they wish to remain anonymous.
- Commercial partners will be acknowledged according to partnership value as Major Partner, Official Partner, Supporting Partner and Official Supplier.

## 3.12 RISK ASSESSMENT

All supporter contributions with a value greater than \$10,000 (or lower where there is an exceptional perceived risk) will be considered in line with this policy and from a risk perspective against RISING's Risk Management Policy:

- The initial assessment will be undertaken by the Partnerships Director and, or the Brand and Communications Director.
- A potential contribution that is deemed to be a High Risk or greater will be escalated to the Chief Executives for review.

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- Potential contributions deemed to be a Very High Risk will be escalated to the board for their consideration.
- In cases where a contribution is refused, the supporter will be informed of the decision in writing.

## 3.13 DECLINING A SUPPORTER RELATIONSHIP OPPORTUNITY

RISING may decide at its absolute discretion to decline a potential supporter relationship if:

- Having given the proposal due consideration, RISING's risk analysis process finds that a relationship with the supporter would pose too great a risk to proceed.
- RISING has reason to believe a philanthropic donor who intends to make a contribution is in vulnerable circumstances or lacks capacity to make a decision to agree to the arrangements.
- The supporter wishes to impose or imply conditions that would limit, or appear to limit, RISING's ability to carry out its mission fully and impartially.
- There are real or apparent conflicts of interest between RISING's mission, purpose and values and those of the supporter, or if the supporter's activities are incompatible with RISING's.
- It has the potential to adversely affect RISING's reputation or result in an adverse reaction from existing or potential supporters.
- The contribution being offered by the supporter is inadequate for the intended purpose.
- The cost of accepting the supporter's contribution would be greater than its value.
- There is reason to believe that accepting the supporter's contribution may give rise to litigation.
- The support being offered is drawn from the proceeds of criminal activity or obtained by illegal means.
- The potential partner practices unethical, illegal or criminal activity.
- The supporter's contribution is indirectly given and routed through an unauthorised third party by an individual or organisation restricted by this policy (NB: Opportunity may authorise or deauthorise third parties at any time).

## 4.0 RESPONSIBILITIES

RISING representatives including board members, staff, and third-party individuals or organisations involved in engaging with supporters on the organisation's behalf must:

- Avoid actual or apparent conflicts of interest for RISING.
- Make every effort to provide supporters with as much accurate, balanced and fair information and advice as is required, and encourage supporters to pursue external professional advice where appropriate.
- Ensure compliance with this and related policies, particularly in relation to the assessment of potential risks and approval delegations when establishing a supporter agreement.
- Provide clear information to supporters about the ongoing administration of any contribution they make, and changes in staff contact or other matters.
- Under no circumstances accept private gifts from the supporter in order to secure a relationship with RISING.
- The responsibility for acceptance of the supporter's contribution will be made in line with RISING's Delegations Policy.

## 5.0 RELATED POLICIES

- Cash Investment Policy
- Delegations Policy
- Hospitality, Gifts and Benefits Policy
- Risk Management Policy
- Information Technology & Communications Policy

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## 6.0 FUNDRAISING RELATED LEGISLATION

Donations to RISING are made to RISING MELBOURNE SPECIAL FUND which is a tax-deductible fund listed on the Register of Cultural Organisations under *Subdivision 30-B of the Income Tax Assessment Act 1997*.

Consumer Affairs Victoria regulates the majority of fundraising activities in Victoria overseeing laws that govern fundraising across the state. Thus, the *Fundraising Act 1998 (Vic)* and *Fundraising Regulations 2009 (Vic)* are applicable to RISING's fundraising activities.

RISING has an obligation to report fundraising income annually to the Australian Charities and Not for Profits Commission which is governed under the Australian Charities and Not-for-profits Commission Act 2012.

RISING is obligated to adhere to Schedule 1 of the Privacy Amendment (Enhancing Privacy Protection) Act 2012, which amends the Privacy Act 1988.

## 7.0 VERSION CONTROL

Version	Date	Notes
1.0	April 2021	Approved by the Board
2.0	23 February 2023	Approved by the Board