

# Procedure for the Acceptance of Donations

Version: 1.0. Date: June 2024

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# 1. Introduction

The University of Greenwich ('the University') was first established by philanthropists and today, is an exempt charity under the Charities Act 2011. The University of Greenwich accepts donations that do not compromise its integrity; the trust of its supporters; or its commitment to its global community of staff, students, and alumni. As an exempt charity, the University is regulated by the Office for Students (OfS), an independent public body that regulates the higher education system in England and reports to Parliament through the Department for Education (DfE).

The University is also registered with the Fundraising Regulator, the independent regulator of charitable fundraising in England, Wales and Northern Ireland.

All staff have a responsibility to notify the proposed receipt of all donations to the Alumni and Fundraising Team ('AFT'). This document sets out the University's policies on accepting philanthropic donations. The policy provides a comprehensive guide which respects the Donor's intention and supports the University's strategic aims including inclusivity and culture, student success, impactful research and knowledge exchange, and connected and sustainable campuses.

The Donation Acceptance Policy outlines the processes for managing the risks associated with accepting and refusing donations, including those informed by legislation.

All donation acceptance decisions are recorded by AFT on the University's alumni and fundraising database.

### 2. Scope

This policy applies to all philanthropic donations received by the University of Greenwich.

A donation, or gift, is a voluntary transfer of money by an individual or organisation, made with philanthropic intentions for the benefit of the institution without expecting or receiving something in return, such as contractual obligation or material advantage. This includes donations and gifts which cover costs of tuition fees. A donation can be designated by various names, but it is the essence that holds significance. Consequently, irrespective of the label assigned to the gift, whether it be sponsorship, grant, subsidy, or any alternative nomenclature, it will be categorised as a donation within the context of this policy if it adheres to the principles outlined above. Conversely, merely adopting terms like sponsorship does not constitute a donation if the underlying substance fails to align with the principles articulated above.

Greenwich seeks and can accept donations from the following sources:

- Donations from individuals in the UK and overseas
- Donations from charitable trusts and foundations in the UK and overseas
- Donations from companies in the UK and overseas
- Donations from legacy bequests
- Examples of donations:
- Contributions or endowments dedicated to scholarships, bursaries, and fellowships



- Provision of seed funding for research units
- Monetary assistance for student projects
- Sponsorships facilitating academic activities
- Transfers of ownership or parts thereof for buildings
- Contributions involving the transfer of equipment, software, books, furniture, and art objects

(Note: The examples provided are not exhaustive.)

### 2.1 Research Grants

Philanthropic donations are distinguished from research grants, which are predominantly accessed via UK Funding Councils and other publicly funded sources. These are administered through the University's Greenwich Research and Innovation and are excluded from this policy.

### 2.2 Donations and VAT

Donations to the University are usually outside the scope of VAT if the donation is made freely and without the Donor receiving a benefit in return. However, there may be instances where donations are taxable, for example, cases of sponsorship or other supply of service, such as publicity or use of facilities. It is beyond the scope of this document to provide an exhaustive list of taxable services and in such instances, the matter should be discussed with Finance via Alumni and Fundraising before a donation is accepted.

Sponsorship is a payment to the University for which the sponsor receives something in return. Payment may be in the form of money, goods and services, or a combination of money with goods and services.

The payment may also be described as a donation since sponsorship can be motivated by philanthropic interest. Where the University is obliged to provide the sponsor with a significant benefit, this may have VAT implications.

If you're unsure whether your sponsorship has VAT implications or if you have provided a Donor with inadvertent supply of services, please contact Finance for clarification. A separate advice note is available to help distinguish where a donation may be treated as a taxable supply of services and can be found by contacting General Counsel.

### 3. Basis for Accepting Donations

When making decisions around donation acceptance, the University will seek to adhere to the following guiding principles:

- The University will not accept donations where funds are believed to be derived from illegal activities
- The University will not accept donations where funds are believed to be derived from unethical activities, or where the acceptance of a donation may damage the short or long-term reputation of the University. The University will refuse a donation if it can reasonably conclude that its acceptance would be more likely to be detrimental to the University than its refusal



- The University will not accept donations which limit its academic freedom or compromise its ability to act independently; this includes influencing admission criteria and treatment of students
- The University will not accept donations deemed contrary to its institutional interests; this includes donations that conflict with its mission and values, that are unacceptably expensive, unwieldy to administer, or risk undue future financial liabilities, and donations which violate other University policies
- Where donations are directed towards student support, the process for awarding these funds will be transparent and will involve stakeholders from across the University. Philanthropic donations must be consistent with the University's obligations under equality legislation
- The Donor shall not derive any benefits, whether directly or indirectly connected to the donation, including but not limited to employment opportunities, enrolment in programs, contracts for the supply of goods and services, intellectual property rights resulting from research, and other similar considerations
- The University will only accept donations from students or close family of students if there is no personal or academic gain for any student from making such a donation
- A Donor's right to remain anonymous externally will be maintained, but full details will be recorded on the Alumni and Fundraising database. Where a donation is made anonymously, AFT will seek to confirm the identity of the Donor(s). Where this is not possible and funds cannot practically be returned, the donation will normally be allocated to a scholarship or hardship fund. Where there are reasonable concerns around the source of money or identity of the Donor, the donation will not be accepted

### 4. Processes for Reviewing/Accepting a Donation

The University will usually benefit from additional resources, so any decision to refuse a donation will be taken with the utmost care.

### 4.1 Due Diligence

Due diligence is the steps taken by the University to assess another person or organisation before accepting a donation or service from them. These steps are taken to protect the University against damage to our reputation or finances.

To ensure consistency and proportionality, all anticipated donations of over £10,000 will be subject to a due diligence report, completed by AFT. This should happen before the donation is accepted and if the donation is proactively sought before an ask is made.

An enhanced report with wider search parameters will be completed for anticipated donations in excess of £300,000. These reports will also be completed when a Donor's cumulative giving has exceeded these thresholds. Whenever it is unclear what the total value of the donation will be over an unspecified period, the thresholds above should be applied based on the value of the donation over the first five years.

Due diligence may also be completed for anticipated donations below these donation levels, where there are specific causes for concern. In cases where due diligence has been completed, this will be reviewed by the University Secretary and the Chief



Financial Officer, who may seek advice from the General Counsel or external specialist advice as required.

If there is reason to believe a new risk has arisen after a donation has been accepted and received, an updated review will be conducted.

Please see Appendix II for a template Due Diligence checklist.

# 4.2 Unplanned Donations

Once the University has been notified of an unsolicited donation such as a pledge or bequest, due diligence will be completed (as required) and the above procedures followed. Prior to the pledge being fulfilled and the money being received, the University will make decisions regarding donation acceptance.

All decisions relating to the acceptance of donations must also comply with the University's <u>Anti-Bribery Policy and Anti-Money Laundering and Counter Terrorist</u> <u>Financing Policy.</u>

# 4.3 Anonymous Donations

The University cannot accept a completely anonymous donation, as it will not be able to confirm the source of the funds.

An anonymous Donor is not the same as one wishing to remain anonymous in relation to recognition and publicity associated with their donation. Unless otherwise required by law, the University will keep the names of Donors confidential upon their request.

# 4.4 Equality and Inclusion

The university encourages donations that support its commitment to equality and inclusion, so long as they are also consistent with the terms of the Equality Act 2010. A donation which directly or indirectly favours a group who share a protected characteristic (e.g. the same nationality) may not be permissible under the 2010 Act, so, where this funding is contemplated, AFT must be consulted to determine whether legal advice is required.

# 4.5 Decision-making Levels

The approval of donations is subject to the University's **Delegation Framework**.

All staff at the University have a responsibility to notify the proposed receipt of all donations to Finance. Additional approvals within the University may be required based on the donation level:

- Donations with a total value of up to £50,000, along with accompanying due diligence reports and gift agreement (where required), can be accepted by the Associate Director, Alumni and Fundraising or leads of the respective faculties / offices / units
- Donations between £50,000 and £300,000, along with accompanying due diligence reports and gift agreement, can be accepted by one of the Deputy Vice-Chancellors, the Chief Financial Officer or the Chief Operating Officer



- Donations between £300,000 and £1m, along with accompanying due diligence reports and gift agreement, will be referred to the Vice-Chancellor for approval
- Donations over £1m require the approval of the Finance Committee and those over £5m the approval of the Governing Body

The General Counsel and Chief Financial Officer will be consulted on the acceptance of any donation over £50k and the Vice-Chancellor on any donation, regardless of value, which has an associated naming opportunity.

# 5. Forms of Donation

Donations may take the following forms of assets:

- Securities, stocks, and bonds (in agreement with the University's Chief Financial Officer)
- Property and other real estate (in agreement with the University's Executive Director of Estates and Facilities and Chief Financial Officer)
- Personal property including works of art (in agreement with the Vice Chancellor or one of the Deputy Vice Chancellors)

The University does not accept cash donations of any currency including cryptocurrencies.

### 5.1 Endowments

The <u>Delegation Framework</u> sets thresholds for the approval of the University acting as trustee or manager for and in relation to endowments. The management of endowments is the responsibility of the Chief Financial Officer.

The University may on occasions wish to add its own contribution to a specific endowment fund and this contribution must be approved by the Vice-Chancellor.

Any member of staff who receives notice/information of the intention by a third party to establish an endowment shall bring this to the attention of AFT who, in consultation with the University Secretary and Chief Financial Officer, will negotiate the terms of the donation.

# 5.2 Gift Aid

Donations made by UK taxpayers are gift aid eligible. The University of Greenwich will reclaim the current rate of 25p of tax on every £1 given from HMRC on qualifying donations. The donor will be invited by AFT to make a gift aid declaration if their donation qualifies for gift aid.

### 6. Donation Administration

Please see Appendix I '<u>Gift and Donor Journey</u>' for an overview of the donation administration process.

### 6.1 Gift Proposals

Unless the donation is unsolicited or a bequest, each donation requires a donation proposal. The format will vary depending on the Donor and the level of the donation. Please contact AFT at this stage, who can support and advise as to whether due



diligence is required before proceeding and seeking approvals from Finance if appropriate.

# 6.2 Gift Agreements

A Gift Agreement will be issued once a donation is confirmed as acceptable. A Gift Agreement or written documentation of the terms of the donation is required for donations over £10,000 (which represents the cumulative total). All scholarship and bursary donations require a Gift Agreement. The Gift Agreement details the purpose, type of fund, payment schedule, stewardship/reporting, and how the Donor's name(s) should appear in recognition materials. The Agreement will detail any restrictions that apply to the donation.

AFT will draft the Gift Agreement in consultation with the Donor(s) and relevant internal stakeholders including Finance. All gift agreements must be reviewed by General Counsel and Finance, then approved according to the decision-making levels in section 4.5.

Both parties must sign a Gift Agreement before a donation can be made public or acknowledged verbally or in writing. Gift agreements will be signed by an authorised signatory of the University in accordance with the University's <u>Contract Signing</u> <u>Procedure</u>.

Once signed, the Gift Agreement will be uploaded to the alumni and fundraising database and shared with Finance and the relevant department (academic or professional services).

Please see Appendix III for a template Gift Agreement.

In the unlikely event that it becomes impossible, impractical, unethical or illegal to satisfy the original intent as expressed in the Gift Agreement, the Vice-Chancellor (following consultation with the General Counsel) shall determine an alternative application for the donation deemed in the Vice Chancellor's absolute discretion to be the most consistent with the wishes of the Donor. Any amendment will be made further to legal advice and where possible, this decision will be made in consultation with the Donor, their first-generation heirs, or in the case of a legacy gift, the executors.

# 6.3 Recording Donations

AFT will work with Finance to ensure all donations are recorded on alumni and fundraising database in a timely manner. To ensure a proper audit trail, AFT shall maintain adequate records for all donations according to accepted accounting procedures.

Finance will alert AFT to all new incoming donations, including pledge payments, made to the University Bank Account.

All cheques received directly by AFT will be recorded and passed to Finance for deposit.

# 7. Stewardship

The Associate Director, Alumni and Fundraising is responsible for ensuring Donor expectations are met, which includes:



- Recording any administrative requirements contained in the Gift Agreement for example in relation to reporting or monitoring to ensure these are complied with through the term of the gift
- Providing the recognition agreed in the Gift Agreement or the standard level of Donor recognition applied to all supporters
- Communicating the impact of their donation (as detailed in Gift Agreement)

# 7.1 Naming and Recognition

The University recognises its Donors and Volunteers in an <u>annually published list</u> (excluding those who wish to give anonymously). It also considers additional opportunities for Donors to receive naming rights in recognition of their support. A supporter may be recognised for a donation through a variety of public forms including (but not limited to) the naming of a fund, physical space, scholarship, bursary, or prize.

Any naming opportunities must be approved by the Vice-Chancellor to ensure that Donors are treated equally and are recognised at a level commensurate with their donation.

# 8. Accountability Reporting and Transparency

AFT in consultation with the Chief Financial Officer and University Secretary will produce an annual report on donations to the Vice Chancellor Executive (VCE) for information.

The University will report on donations in its <u>Financial Statements</u> in accordance with financial reporting requirements. From September 2025, the University will be required to report to the Office for Students on overseas funding (including donations from overseas sources).



### **Appendix I: Gift and Donor Journey**

### **Responsibilities**

The donation: Financial Reporting and Compliance Team

 Manages the administration around processing the donation, including receiving and disbursing

☐ The Donor relationship: The Alumni and Fundraising Team 'AFT' (even if they are not the first point of contact with the Donor)

- Maintains the relationship with the Donor and ensures the terms of the Gift Agreement are met
- Spending the donation as per the Gift Agreement: The recipient department and/or recipient
  - Manages the recipient selection (if appropriate) and ensures donation is spent/impact shared as outlined in the Gift Agreement

### <u>Timeline</u>

Each Gift Agreement will have a different timeline. The below is the current version for a scenario where AFT has been informed of the pledge in the first instance.

As there are many internal stakeholders involved, from Stage 1 when AFT is notified of a pledge to Stage 5 when mechanisms are put in place to disburse the funds to recipients, it can take up to six months.

AFT expects variation depending on which stage the donation is at, the nature of the donation, and as the fundraising programme evolves. Please check in with AFT for the current version.

If the donation is an unexpected donation and over £10,000, the Financial Reporting and Compliance team will allocate the donation to a suspense account. AFT will treat the donation as a pledge and not formally accept the donation until all stages below are followed.

Please note that a donation over £10,000 must not be accepted without following the stages below.

### Stage 1: AFT Notified of Pledge

- AFT assigned to manage the relationship with the Donor and determines what stage to commence 'Gift and Donor Journey'
- □ AFT updates New Gift form
- AFT sends thank you letter for pledge
- AFT records thank you letter on the alumni and fundraising database



### Stage 2: Donation Proposal

- AFT coordinates with the Faculty/Directorate and the Donor to develop a proposal. For Faculty, this should include the Faculty Operating Officer (FOO) and relevant academics. For Directorate, this should include an Associate Director and relevant staff
- AFT documents the full cost of the proposal to ensure that all costs are fully covered and there is not a situation whereby the University has to subsidise the activity, or the Donor is re-approached for a shortfall
- Deputy Finance Director Team and People Directorate (if applicable) to review cost proposal
- Deputy Finance Director Team approves final version of economic cost proposal
- ☐ If the total value of the proposed donation is above £10,000, AFT organises relevant due diligence

If due diligence and gift proposal is approved in accordance with 4.5 and deemed satisfactory, the donation can be progressed to the Gift Agreement stage.

#### Stage 3: Gift Agreement

- AFT draws up Gift Agreement reflecting all established facts
- General Counsel and Finance (Finance Controller) review Gift Agreement valued £50,000 or above
- ☐ Faculty (FOO, relevant academics) or Directorate staff feedback on Gift Agreement
- AFT sends a draft version to Donor for negotiation and depending on the negotiation, may require an additional level of due diligence
- Once finalised, the donation agreement is approved in accordance with 4.5. Donor and authorised signatory of the University (see 6.2) sign final Gift Agreement. For donations over a certain level a 'signing ceremony' can be offered (with the VC)
- AFT sends signed Gift Agreement to Donor with thank you letter (signatory according to the gift level)
- AFT records thank you letter and Gift Agreement on the alumni and fundraising database
- AFT emails Financial Reporting and Compliance team and shares Gift Agreement (along with any updated versions) and confirms the expected date for receiving the donation



☐ Financial Controller team establishes fund name and code (if new income) which reflects the naming convention used throughout the university

# Gift Agreement should ascertain:

Purpose of the donation

□ Refer to Gift Proposal and ensure that the recipient department will spend the donation in the agreed way

□ Refer to Gift Proposal and ensure accurate costing for the proposed activity from Finance and People Directorate (if applicable)

- To create fund name
- Total amount of pledge overall, including Gift Aid where applicable
- When the donation will be paid
- □ When donation/pledge runs out
- □ If multi-year, amounts due in subsequent years (month/year schedule)
- Parameters of Donor's involvement, e.g. in scholarship allocation
- Impact report schedule
- Any other stewardship activity
- Recognition of Donor

### Stage 4: Donation processed as per the Gift Agreement schedule

- ☐ If the donation is an expected donation, AFT sends the Donor the Gift Request Form and monitors that the donation has been received. Most donations are made via BACS, cheque, or online payment and paid into the University Bank Account
- ☐ If the gift is an unexpected donation and over £10,000, Finance will allocate the donation to a suspense account. Before formally accepting the donation, AFT starts process at Stage 1: AFT Notified of Pledge
- ☐ Finance records donation on Finance System
- AFT records donation on alumni and fundraising database
- ☐ Finance transfer funds to relevant AFT fund

### Stage 5: Receipt and Acknowledgement

AFT updates all relevant internal stakeholders that donation has come in



and next steps, including Faculty (FOO, relevant academics), Directorate (relevant staff), etc.

- AFT sends thank you letter to Donor (signatory according to the gift level)
- AFT does a thank phone call to Donor (if applicable)
- AFT draft press release (if applicable)
- AFT records thank you letter on the alumni and fundraising database
- AFT drafts scholarships and bursaries page, including application form, and confirm with Faculty/Directorate eligibility criteria ensuring in line with Gift Agreement
- □ Student Finance Awards and Bursaries Team updates and makes live scholarships and bursaries page
- AFT informs Recruitment to promote when application is live
- □ Student Finance Awards and Bursaries Team manages applications and coordinate with Faculty/Directorate to select recipient. If there are any issues involving rolling out or spending the donation, let AFT know as soon as possible as we risk defaulting on the Gift Agreement
- □ Student Finance Awards and Bursaries Team informs AFT of successful recipient
- □ Student Finance Awards and Bursaries Team disburses funds to successful recipient or where, a donation is to be spent for other purposes, disburse to relevant Faculty/Directorate. Please note that funds cannot be drawn without AFT approval

### Stage 6: Ongoing Donor Stewardship

- AFT sends welcome email with stewardship plan and welcome pack
- AFT records stewardship actions taking place along with next steps
- AFT runs monthly alumni and fundraising database queries to pick up stewardship actions due
- AFT provides an impact report
- AFT invites Donor to thank you event and list Donor on supporter roll



# Appendix II: Template Due Diligence Checklist

The checklist must be completed along with a Donor profile.

1. Funding need	Yes	No	Comments
The donation is consistent and compatible with the goals, purposes, values and strategic plan of the university and is not judged to constitute a reputational risk or cost more in reputational terms that the benefit derived from the donation.			

2. Academic freedom	Yes	No	Comments
The donation does not limit freedom of enquiry or encroach on academic integrity, involve the expectation of undue influence on academic decisions and appointments, or require the university to provide special consideration for student admission.			

<b>3. Risk</b> If the answer is Yes/Maybe to these questions, further details must be included in the Profile of the Donor.	Yes	Maybe	Νο	Comments
Have the media searches carried out revealed anything negative or adverse that may increase reputational risk?				
This includes issues such as corruption/bribery, criminal activities, discrimination, exploitation of people, or the environment, or involvement with extremist groups, or companies, regimes, products or services that conflict with the University's aims/values.				



If no, include this statement: The following media sources were checked on the following date/s and have revealed no concerns/issues/flags or adverse media relating to the Donor. The details will be stored on the alumni and fundraising database.			
If yes or maybe, include this statement: The following media sources were checked on the following date/s and have revealed the following concerns/issues/flags or adverse media.			

4. Previous donations to Greenwich	Yes	Maybe	No	Comments
Has the Donor or gift previously been refused by Greenwich for any reason?				

<b>5. Legal</b> If the answer is Yes/Maybe to these questions, further details must be included in the Profile of the Donor.	Yes	Maybe	Νο	Comments
<ul> <li>a. Is the Donor on the Consolidated List of Financial Sanctions Targets (UK)?</li> <li>The HM Treasury list comprises a consolidated list of asset freeze targets designated by the United Nations, European Union and United Kingdom under legislation relating to current financial sanctions regimes.</li> </ul>				
b. Is the Donor associated with a regime that is				

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currently subject to international sanctions according to the UK government?		
c. Is the Donor associated with a person, group, or entity that is currently subject to international sanctions according to the European Union?		
d. Is the donor a Specially Designated National according to the US Department of the Treasury?		
e. The Office of Foreign Assets Control (OFAC) publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country specific. Collectively, such individuals and companies are called "Specially Designated Nationals" or "SDNs." Their assets are blocked, and U.S. persons are generally prohibited from dealing with them. Is the donor on this list, or has due diligence identified an association with a person or entity on the list?		
Have the searches and research carried out as part of this due diligence screening report revealed any credible evidence		



that acceptance of the donation will lead Greenwich to contravene any enacted UK legislation (including but not limited to Freedom of Information, Data Protection, Proceeds of Crime Act, Bribery Act) or that of any relevant jurisdiction?		
f. Have the searches and research carried out as part of this due diligence screening report revealed any credible evidence that the donation will be made from a source or activity that involved tax evasion, or fraud or money laundering, required action that is illegal, violated international conventions that bear on human rights, or suppressed or falsified academic research?		

6. Risk of acceptance of Proposed Donation If the answer is Yes/Maybe to this question, further details must be included in the Profile of the Donor and review of the Donor must be carried out by the Ethical Committee.	Yes	Maybe	Νο	Comments
Will association with the Donor or gift expose Greenwich to adverse publicity, risk damaging its reputation, or harm its relationship with other benefactors, partners, or potential students or is there any other reason that Greenwich should not accept this donation?				



### Appendix III: Template Donor Profile

### Donor: DONOR NAME

Due Diligence for DONOR NAME with regard to the pledge of £XXX made in XXXX towards a PURPOSE.

During the initial research process the aim is to explore whether there are any concerns that raise issues of ethical or reputational risk for accepting a donation from the DONOR NAME, including the limited company and trustees.

### **Donor Profile**

### DONOR NAME

Website: LINK

### **Registered charity:**

Confirmed: LINK

### Company number:

Confirmed: LINK

### **Contact details**

Address: Phone: E-mail: Facebook: Instagram: LinkedIn: Twitter: Other publicly available contact:

### About

### Charity objective:

### Source of funds:

Include information about:



- How the Donor, charity, or company secures it funding
- The latest financial reports
- List any of the company directors/officers or persons with significant control, including their ownership rights

### Individual research

Research on the individuals to see if there are any risks to our reputation.

Search each individual on:

- Disqualified Company Directors: <a href="https://www.gov.uk/search-the-register-of-disqualified-company-directors">https://www.gov.uk/search-the-register-of-disqualified-company-directors</a>
- Removed Charity Trustees: <u>https://apps.charitycommission.gov.uk/trusteeregister/search.aspx?Registere</u> <u>dCharityNumber=&CurrentLanguage=English&SubsidiaryNumber=&=DocTyp</u> <u>e&</u>
- Financial sanctions targets: list of all asset freeze targets: <u>https://www.gov.uk/government/publications/financial-sanctions-consolidated-list-of-targets/consolidated-list-of-targets</u>
- FCO Travel Advice: <u>https://www.gov.uk/foreign-travel-advice</u>
- UK Government Sanctions List: <u>https://www.gov.uk/government/publications/the-uk-sanctions-list</u>
- European Union Sanctions List: <u>https://webgate.ec.europa.eu/fsd/fsf</u>
- Specially Designated Nationals And Blocked Persons List (SDN) Human Readable Lists: <u>https://home.treasury.gov/policy-issues/financial-</u> <u>sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists</u>
- Counter-terrorism list: <u>https://www.gov.uk/government/publications/current-list-of-designated-persons-terrorism-and-terrorist-financing</u>
- Terrorist groups or organisation list: <u>https://www.gov.uk/government/publications/proscribed-terror-groups-or-organisations--2/proscribed-terrorist-groups-or-organisations-accessible-version</u>
- LinkedIn
- Google
- Social media, including Facebook, Twitter, Instagram
- News media: <u>www.thesun.co.uk</u>, <u>www.dailymail.co.uk</u>, <u>www.standard.co.uk</u>, <u>www.thetimes.co.uk</u>, <u>www.mirror.co.uk</u>, <u>www.theguardian.co.uk</u>



### Other donation recipients:

Include information about other donation recipients to see if there are any issues around these recipients.

### Trustees

List trustees and research to see if there are any risks to our reputation.

Searched:

- Disqualified Company Directors: <a href="https://www.gov.uk/search-the-register-of-disqualified-company-directors">https://www.gov.uk/search-the-register-of-disqualified-company-directors</a>
- Removed Charity Trustees: <u>https://apps.charitycommission.gov.uk/trusteeregister/search.aspx?Registere</u> <u>dCharityNumber=&CurrentLanguage=English&SubsidiaryNumber=&=DocTyp</u> <u>e&</u>
- Financial sanctions targets: list of all asset freeze targets: <u>https://www.gov.uk/government/publications/financial-sanctions-consolidated-list-of-targets/consolidated-list-of-targets</u>
- FCO Travel Advice: <u>https://www.gov.uk/foreign-travel-advice</u>
- UK Government Sanctions List: <u>https://www.gov.uk/government/publications/the-uk-sanctions-list</u>
- European Union Sanctions List:
- Specially Designated Nationals And Blocked Persons List (SDN) Human Readable Lists: https://home.treasury.gov/policy-issues/financialsanctions/specially-designated-nationals-and-blocked-persons-list-sdnhuman-readable-lists
- Counter-terrorism list: <u>https://www.gov.uk/government/publications/current-list-of-designated-persons-terrorism-and-terrorist-financing</u>
- Terrorist groups or organisation list: <u>https://www.gov.uk/government/publications/proscribed-terror-groups-or-organisations--2/proscribed-terrorist-groups-or-organisations-accessible-version</u>
- Google
- LinkedIn
- Social media, including Facebook, Instagram, Twitter
- News media: <u>www.thesun.co.uk</u>, <u>www.dailymail.co.uk</u>, <u>www.standard.co.uk</u>, <u>www.thetimes.co.uk</u>, <u>www.mirror.co.uk</u>, <u>www.theguardian.co.uk</u>



# Appendix IV: SAMPLE Gift Agreement

The following is a sample gift agreement based on an existing template. The Gift Agreement is a legal document which is reviewed by General Counsel on both a regular and case by case basis.

### **Gift Agreement**

Between [Donor Name]

Of [Donor Address]

### And the University of Greenwich

### Of Old Royal Naval College, Park Row, London SE10 9LS

### 1. Introduction

The purpose of this agreement is to summarise the mutual understanding of [Donor Name] ("the Donor") and the University of Greenwich ("the University") regarding a gift for the benefit of University of Greenwich. This agreement is intended to serve as a guide to those who will administer the gift in the future.

The University of Greenwich is a charity and company limited by guarantee, registered in England (reg. No. 986729). Registered office: Old Royal Naval College, Park Row, London SE10 9LS.

This agreement will commence on the date of signature of this agreement.

### 2. Purpose of the Gift

The University will use this gift to develop the [PROGRAMME OF ACTIVITY IDENTIFIED IN GIFT PROPOSAL]. The Director/Faculty Operating Officer must approve all expenditures from these funds.

### 3. Description of the Gift

The Donor agrees to make [A GIFT/AN ANNUAL GIFT] ("the Gift") to the University of £[Donation Amount] including £[Gift Aid Amount if applicable] to be claimed as Gift Aid. The total gift amounts to £[Donation Amount].

The Gift will enable the University to achieve the following depending on the beneficiaries:

[Insert what the donation will achieve]

[If this is a continuous agreement, include: This agreement is continuous; however, it will be reviewed every five years. Any unspent donations will roll over to the next academic year unless the agreement ends – see section 7.]

The Donor confirms that they make the donation from their own resources or from resources which it is legally entitled to apply and agrees to indemnify the University



against any loss or liability arising from or consequent upon any claim by a third party limited to the value of the donation.

From time to time, the University will keep the Donor informed of the progress of the Scholarship / Bursary / Research.

# 4. Schedule

The Donor agrees to fulfil this commitment with gifts of cash, securities, or other assets over XX years, according to the following schedule:

- 1. £[Donation amount] by [Date].
- 2. £[Donation amount] by [Date].
- 3. £[Donation amount] by [Date].

The Donor may accelerate the payment of the Gift from the schedule set out above at the Donor's discretion. The University will contact the Donor prior to the agreed payment dates to confirm financial administration details.

Ownership of the Gift shall pass from the Donor to the University upon payment.

# 5. Recognition

The Donor agrees to allow the University to publish their names and the value of their donation, in various university publications, such as annual reviews, press releases, and website. The Donor shall be identified as [Donor Name].

OR

The University respects the preference of the Donor not to publicise the Donation and to remain anonymous.

### 6. Amendments

Any amendments to this agreement shall be agreed in writing by both parties, their successors in title, heirs or assigns. N.B. The current Agreement is the entire Agreement between the parties and supersedes all previous Agreements.

In the event that the Donor is no longer willing or able to continue giving either party will be entitled to terminate this agreement having given 60 days' written notice of its intention to do so.

Termination of the agreement will not affect the rights of either party set out in this agreement, save that, if the Donor wishes to recommence donations, a new agreement will be required.

[If this is a continuous agreement, include: As this agreement is for an indefinite term, the University may be required to refresh its checks on the Donor to confirm that it is still able to receive donations and reserves the right to terminate this agreement following such a review.]

In addition to the above powers of amendment and termination, in the unlikely event that, at some future time, it becomes impossible, impractical, unethical or illegal to satisfy the original intent of this Gift Deed as expressed in Clause 2 'Purpose of the Gift' (above), the Vice-Chancellor of the University ("the VC") shall determine an



alternative application for the Gift deemed in the VC's absolute discretion to be the most consistent with the wishes of the Donor. Where possible, this decision will be made in consultation with the Donor, their first-generation heirs, or in the case of a legacy gift, the executors.

# 7. Data protection

The University of Greenwich will use the data supplied here in accordance with the UK GDPR, the Data Protection Act 2018 and other relevant data privacy legislation. Such personal data shall be processed solely for the purpose of administering and recognising the Gift described above, and in accordance with its policies, privacy notices and procedures in force at the time of the donation and as amended and republished from time to time.

# 8. Termination

Subject to the below, either party may terminate this agreement immediately where it reasonably believes that the ongoing receipt or application of the Gift would have an adverse impact on the party's reputation and/or would be in breach of any national legislation or policies or regulations. The parties agree to discuss in good faith any issues arising that may lead to termination of the agreement, prior to the party exercising its right of termination. Termination of this agreement shall be without prejudice to any rights or obligations of either party which may have accrued up to the date of termination.

### 9. General

This agreement shall be governed by and construed in accordance with English law, and the parties shall with the assistance of the Centre for Dispute Resolution seek to resolve any dispute or difference amicably. As a point of last resort, the parties agree to submit any questions or disputes arising out of the agreement to the exclusive jurisdiction of the English courts.

This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. The parties shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 and shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity practice or conduct had been carried out in the UK. No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

Signed for and on behalf of the Donor:

Name (please print)	Signature	Date			
Signed for and on behalf of University of Greenwich:					
Name (please print)	Signature	Date			



# Appendix V: Classification of a Research Gift and Grant

(vers: 1.0 2024.01.17)

Indicator	Research Grant (Sponsored Project)	Research Gift (Donation for research)
Purpose	Usually for a specified research project but may be for projects associated with instruction or other sponsored activity	Designated as unrestricted funds to support the research of one or more specified faculty members or research programmes
Form of proposal	Proposal submission required through the authorised office (i.e., Green Research and Innovation)	Proposal may be informal, e.g., a letter proposal from an individual, a department, office, faculty or school
Managing document	Grant agreement, research contract, or equivalent	Gift agreement, letter, or equivalent
Required deliverables	Deliverables are defined in a formal, written agreement, encompassing detailed technical reports on research results, intellectual property (IP) rights, equipment, or other specified services. Disbursement of funds may be contingent upon the satisfactory fulfillment of these deliverables	No deliverables are expected, except brief oral or written reports and the right to observe at research reviews or meetings
Project period	Project should be completed within a certain period, e.g., 12/24 months. Project extension may require prior written approval by sponsor	No requirement or mutually agreed by donor and the University
Ownership of research results, including intellectual property (IP) rights	The sponsor anticipates access to research findings and reserves the right to conduct audits thereof. However, it is acknowledged that such	No obligation or agreement in place to share data or research results with the donor; donor willing to sign gift agreement assigning IP and data rights to the University.
	access does not grant the authority to inhibit the publication of the research	Should the donor wish to retain ownership of research results during or beyond the specified period outlined in the gift agreement, discussions with the authorised office (i.e., Green Research and Innovation) are encouraged. Please be advised that this may incur additional costs



Reporting	May require detailed financial and technical reports, as stipulated in the managing document, including but not limited to scientific reports, invention reports, and financial reports formatted according to the sponsor's specifications. The agreement may also entail the sponsor's right to conduct audits or provision for audits on behalf of the grantor.	Often require only general reports as a courtesy to donor, such as brief reports, financial reports on expenditure
Publication attribution	Standard practice includes publication attribution with due acknowledgment to the sponsor	Publication attribution may be encouraged, or the agreement may remain silent on attribution
Budget virement	May require prior written approval by sponsor	No pre-approval from donor is required
Unutilized or residual funds	Budget allocations and project timelines may give rise to unutilised or residual funds, requiring their return unless there is prior approval from the sponsor to carry forward or extend the project	No requirement or expectation of return of unutilised or residual funds
Separate project account		No requirement