



Committee Structure and Duties

Finance Committee

- Make a yearly budget
- Present and review monthly Morden Area Foundation (the “Foundation”) financial statements prior to and at each monthly Board meeting
- Review and report on investment statements from The Winnipeg Foundation
- Work with the Executive Director regarding day to day and monthly financial information
- Work with the Board appointed accountant regarding year end audit

Grants Committee

- Review timing of grants and follow up for publicity
- Review guidelines for granting
- Review applications and make recommendations to the Board
- Work with the Executive Director to organize publicity of granting season and results, receive and organize all applications,
- Executive Director will assist in organization of granting ceremony and media photo ops for cheque presentations

Marketing/Promotion Committee

- Promote ideas, philosophy, public education, and awareness of the Foundation
- Gather information for, create and produce the Annual Report
- Work with the Executive Director regarding information, printing, etc.

YIP Committee

- Promote philanthropy in youth
- This program runs through the Morden Collegiate Institute with a supervisor which is staffed by a high school teacher
- Provide leadership, support, and encouragement for fund raising and grant making activities to get youth excited and inspired!
- Support YIP with any and all documentation required by the Foundation to ensure proper granting as per the Foundation and CRA rules.
- Liaison between the YIP organization at MCI and the MAF Board

Power of the Purse Fund

- Permanent endowment of funds interest and additional funds raised at the annual Power of the Purse brunch are granted out each year by the attendees at the Power of the Purse annual brunch held in March.
- The Power of the Purse committee shall bring forward recommendations of grant recipients to be approved by the MAF Board prior to the annual brunch. This is to ensure all the Foundation and CRA granting rules are met.
- Work with the Executive Director to receipt monies, pay bills, advertise event and any other administrative assistance that may be required.

Personnel

- Hire the Executive Director and evaluate annually.
- Determine salary, benefits, and terms of engagement with Executive Director.

- Determine health and dental benefits as offered by the Morden and District Chamber of Commerce.

Events

- Entire Board responsible for overseeing, implementing, and executing special events and various fund raising and/or marketing promotions.
- All Board members are encouraged to attend the Foundation events such as the Citizen of Distinction Award reception, the Foundation Annual Meeting, Granting Ceremony, and Christmas party, Power of the Purse brunch, and any other the Foundation initiated events. This will allow the public to become familiar with the faces of the current Board and help build relationships with the public.
- All Board members are encouraged to attend one Community Foundations of Canada conference and/or The Winnipeg Foundation regional meeting per year.

Asset / Fund Development

- Entire Board is responsible for generating, supporting, and executing various fund raising/development events and promotions such as soliciting funds for matching grants.
- Entire Board is responsible for promoting awareness of various existing funds and new fund development, flow through funds, and so on.
- Assess needs in the community.
- Leadership role by keeping a look-out for collaborative opportunities to leverage, lead or support community projects that fit MAF's mission.

Advisory Committee

- Role is to assess, inform, and advise the Foundation Board of community needs, programs or opportunities the Foundation can support, not necessarily with grants, but with expertise, leadership, marketing, or long-term financing.
- Consists of volunteers – community leaders, business owners, and past board members
- Ad hoc, on an as needed basis where the Foundation Board would initiate contact and ask for input

The Executive Director is to report to the Finance Committee and be secretarial support to all committees.

Board Acceptance:

This policy was reviewed and approved by the Foundation Board on January 8, 2020.

Next review in 2023.



Executive Director Job Description

Administration

- ❑ Maintain the Morden Area Foundation (the “Foundation”) office.
- ❑ Maintain a regular presence in the office and regular contact with the office.
- ❑ Serve as secretary for meetings, keep minutes and distribute.
- ❑ Maintain familiarity with legislation governing Foundations.
- ❑ Attend educational and training conferences as mutually agreed upon with the Board.
- ❑ The Executive Director shall report to the Finance Committee and be secretarial support to all committees

Finances

- ❑ Ensure all receipts and expenditures of the foundation are handled in a timely manner.
- ❑ Ensure official donation receipts are issued to donors annually.
- ❑ Maintain monthly financial statements, which accurately reflect the financial condition of the Foundation.
- ❑ Assist the Finance Committee in preparation of the annual budget for the Foundation and anticipate operating within the approved budget.
- ❑ Ensure that on a timely basis, donations collected are turned over to The Winnipeg Foundation to be invested in the appropriate designated fund.
- ❑ Ensure all current fund holders are provided with an updated report of their fund, supplied by The Winnipeg Foundation, on an annual basis.
- ❑ Assist the auditor of the Foundation with all information they request so they can issue the audited financial statements and prepare the Registered Charity Information return on a timely basis.

Fund Development

- ❑ Explore and pursue opportunities for fund development.
- ❑ Provide support for the Board of Directors in its fund development activities.

Public Relations

- ❑ Organize special events requested by the Board.
- ❑ Explore and pursue public relations activities with the objective of raising awareness of the Foundation, increasing community support and donations to the endowment fund.
- ❑ Make presentations to organizations wishing to establish funds and/or scholarships in the Foundation.

Salary

- ❑ This is a part time position paid hourly. The Executive Director is expected to keep a record of hours worked to produce for the Auditor and/or the Foundation Board. The annual number of hours worked shall be a minimum of 500, not to exceed a maximum of 1000 hours.
- ❑ Salary is negotiable commensurate with experience
- ❑ Subject to performance evaluation and review annually by the Personnel Committee as per the job performance review form. See attached.
- ❑ If warranted, a bonus in an amount to be determined by the Personnel Committee, not to exceed \$2,000.00 may be paid.
- ❑ The Foundation is a member of the Morden & District Chamber of Commerce through which health & dental insurance is available.

Monitor: This policy shall be reviewed every 3 years.

Board acceptance:

This policy was reviewed and approved by the Foundation Board on January 17, 2015.

This policy was reviewed and accepted by the Foundation Board on January 8, 2020.

Next review in 2023

MEDIA/GENERAL PUBLIC INFORMATION

- Develops and maintains a public relations strategy to enhance the image and public awareness of the Foundation.
- Represent the Foundation as an ambassador at community events.
- Provide for the Board, information regarding opportunities to engage in events and activities that will enhance the profile of the MAF.
- Arrange mini events for positive Foundation advantage.
- Participate in Community Foundations of Canada, The Winnipeg Foundation, and other like organizations educational opportunities.

Rating:

5 - Outstanding, 4 - Above Average, 3 - Satisfactory, 2 - Needs Improvement, 1 - Unacceptable

Comments – perceived strengths and opportunities for growth

5 - Outstanding, 4 - Above Average, 3 - Satisfactory, 2 - Needs Improvement, 1 - Unacceptable

GENERAL JOB REQUIREMENTS	RATING
<i>Leadership</i>	
<i>Administrative</i>	
<i>Communications</i>	
<i>Policy Matters</i>	
<i>Financial</i>	

DONOR/DONEE SERVICES	RATING
<i>Grant Management</i>	
<i>Fund Development</i>	

PUBLIC RELATIONS	RATING
<i>Events</i>	
<i>Media/General Public Information</i>	

MAJOR ACCOMPLISHMENTS FOR THE EVALUATION PERIOD:

1.	
2.	
3.	

GOALS & PROFESSIONAL DEVELOPMENT PLANS FOR THE EVALUATION PERIOD

Goal		
1.		
2.		
3.		

MORDEN AREA FOUNDATION SIGNATURES:

Executive Director

Chair

Vice-Chair

Date

Personnel Chair



Administration Fee Policy

Administration fees will be charged by The Winnipeg Foundation on all endowed and flow-through funds held within The Winnipeg Foundation on behalf of the Morden Area Foundation (the “Foundation”). This fee will be approved annually by the Foundation Board (in 2020 the fee is 1.5%) and is subject to variation upon reasonable notice to the parties involved.

The provision of Administration fees will be included in all fund agreements with a statement that they are subject to variation.

The Administration fee will be calculated annually based on the average of year opening and closing values in each fund and not just on the interest earned in each fiscal year.

Any extraordinary costs associated with creating a fund will be borne by the donor, unless previously agreed to differently by the board.

Administrative fees earned and due to the Foundation shall be transferred by The Winnipeg Foundation to the Foundation’s general fund on an annual basis.

In addition to the Administration Fee Policy set by the Foundation, the agreement signed with TWF, dated September 10, 2015, states that an additional admin fee may be charged by TWF”

All fund agreements or templates shall contain terms that reflect this policy in the agreement itself. This policy applies to all existing funds, unless otherwise previously agreed to with the Foundation, regardless of whether or not the current fund agreement for the fund contains a statement or terms reflecting this policy.

The Board may set, charge, and change from time to time, fees to process social impact grant and loan applications to recover the costs of administering this program.

Monitoring: This policy will be reviewed at least every three years

Board Acceptance:

This policy was approved on 2009-07-08, and refined and confirmed 2011-01-12.

This policy was reviewed and approved by the Foundation Board on June 17, 2015.

This policy was reviewed and approved by the Foundation Board on January 8, 2020.

Next review in 2023

Conflict of Interest Policy

A statement of principle

Integrity is a core value of the Morden Area Foundation (the “Foundation”) and all actions of the Board, management and staff are founded on the principle of ethical community leadership.

The Board, management and staff are conscious of the possible or perceived conflict of interest which may arise in the normal course of business or as a result of Board Members being connected to charitable organizations which have received, or may apply for, a grant from the Foundation. At the same time, it is recognized that the process of selection of Board Members inherently involves seeking individuals that are, and will continue to be, active in the community. Likewise, the Foundation does not desire to deprive other charitable organizations, although they may be prospective applicants, from seeking the involvement and expertise of our Board members.

It is in this context that the following policy is adopted:

Definitions

“**Integrity**” means conducting all affairs of the Foundation in an honest, forthright and impartial manner and building community relationships on the basis of respect for the values, perspectives and aspirations of others.

“**Conflict of interest**” means a perceived, potential or actual conflict of interest between the unbiased exercise of judgment on behalf of the Foundation and:

- A perceived, potential or actual obligation to a person or organization that might benefit from special consideration related to a grant application; or
- A perceived, potential or actual benefit accruing to an individual, corporation, partnership, other business enterprise or non-profit organization of which the Board or staff member or volunteer or a person in his or her immediate family (“immediate family” includes anyone living in the same household” is an officer, director, partner or substantial shareholder.

Policy Provisions

1. Obligation to Declare:

Upon consideration of any application for funding assistance from an organization with which the Director or staff member is affiliated, that affiliation shall be disclosed. The individual so affiliated shall declare a conflict and leave the room during discussions and shall not vote or use personal influence on Board action. The abstention shall be noted in the Minutes.

- It is the responsibility of each Member of the Board to advise the Secretary of organizations with which the Member or his/her immediate family have affiliation, and which have received a grant from the Foundation in the past or might reasonably be

expected to apply for a grant in the future. Foundation staff, when made aware of these potential conflicts, shall list such potential conflicts of interest on the meeting agenda. To facilitate this process and as a reminder of the policy, the Secretary shall circulate a copy of the Conflict of Interest Policy at the first Board meeting in December of each year and immediately thereafter to all Directors and staff not in attendance at this meeting.

- It is the responsibility of the Chief Executive Officer to assure that the Board is aware of any potential staff conflicts of interest resulting from a staff member or his/her immediate family having affiliation with an organization, which has received a grant from the Foundation or might reasonably be expected to apply for a grant in the future.
- No employee shall participate in the decision-making process surrounding a grant application where there is a perceived, potential or actual conflict of interest. As a general rule staff can take an active role in community organizations even where those organizations are prospective grant recipients provided that no employee shall participate in the decision-making process surrounding a grant application where there is a perceived potential or actual conflict of interest. As part of this policy, the Chief Executive Officer shall ask each staff member to identify on an annual basis those organizational relationships which could potentially result in the need to declare a conflict. This list shall be included on a Board Governance Committee agenda each year.

A declaration of a conflict of interest shall not affect the quorum of the meeting.

2. Confidentiality of Information:

Information about community projects reviewed by the Foundation is not generally considered to be confidential but some guidelines do apply:

- It is expected by applicants that information will be used with discretion;
- No information obtain through involvement with the Foundation is to be used for personal gain;
- The Board acts as a whole and positions of individual Board members during deliberations are not disclosed – the privacy of discussion pertaining to Board decisions shall be respected;
- Third party opinions provided with respect to grant applications, are treated in confidence; and
- Donor requests regarding confidentiality are always respected.

Matters related to personnel, litigation and property transactions are considered private.

3. Full Disclosure;

No undisclosed or unrecorded asset or account is to be held or established for any purpose at the Foundation. No false or misleading entries will be made in the books and records of the Morden Area Foundation for any reason. No payments will be approved or made with the

knowledge or intention that any part is to be used for any purpose other than that described in the supporting documentation.

4. Non-monetary Transactions:

No Member of the Board or staff of the Foundation shall use for personal gain or advantage the Foundation's facilities, equipment, mailing lists, computer data, employee time, or other assets.

5. Acceptance of Gifts:

No Board Member, officer, employee or volunteer shall accept gifts (other than of nominal nature) or use their position at the Foundation to obtain personal gain from those doing or seeking to do business with the Foundation.

6. Non-Compliance:

The Chairperson or the Chief Executive Officer, as the case may be, shall assess the circumstances surrounding any non-compliance with this policy and shall make a recommendation to the Board of Directors.

7. Orientation Program:

This Conflict of Interest Policy shall form part of the orientation of every Board member, employee and volunteer of the Foundation.

8. Public Statement:

The Annual Report of the Foundation shall include a brief statement, referencing adherence to a written conflict of interest policy.

Board Acceptance:

This policy was created, then approved on January 8, 2020.

Next review in 2023

HARASSMENT PREVENTION POLICY

The Morden Area Foundation (the “Foundation”) is committed to providing a safe and respectful working environment for all staff and customers.

No one, whether a manager, an employee, a contractor, or member, need put up with harassment at or by the Foundation, for any reason, at any time. Likewise, no one has the right to harass anyone else, at work or in any situation related to employment, such as, during work-related travel, conferences, training sessions, and seminars and during work-related telephone, electronic, and other communications.

You have a right to work without being harassed, and if you are harassed, you can do something about it. This policy tells you what to do if you experience harassment at work, or if you, as a manager or an employee, become aware of a harassing situation. The Foundation promises to treat all complaints of harassment seriously, whether they are made informally or formally. We undertake to act on all complaints to ensure that they are resolved quickly, confidentially, and fairly. We will discipline anyone who has harassed a person or group of people. At the Foundation, we will not put up with harassment.

Keep work and work relationships professional at all times. This policy is intended to promote the well-being of everyone in the workplace and to foster the values of integrity and trust that are essential for a sound organization.

What is Harassment?

There are two main types of harassment. One type includes inappropriate conduct in any form about a person's:

Age, race, colour,
Creed, religion
Sex, sexual orientation
Marital status, family status, economic status
Political belief, association or activity
Disability, size, weight, physical appearance
Nationality, ancestry or place of origin

The second main type relates to what is sometimes referred to as "Bullying" behaviour that may involve:

Severe, repeated humiliation or intimidation that adversely affects a worker's psychological or physical well-being;
A single instance so serious that it has a lasting, harmful effect on a worker.

Harassment is any behavior that degrades, demeans, humiliates, or embarrasses a person, and that a reasonable person should have known would be unwelcome. It includes any conduct, be it written, verbal, physical, a gesture or display, an innuendo, or any combination of these. It may happen only once, but often happens repeatedly. (e.g. touching, pushing), comments (e.g. jokes, name-calling), or displays (e.g. posters, cartoons).

It's impossible to list every inappropriate conduct that may occur on the job. Discrimination and harassment take on many forms, including but not limited to the following:

- Unwelcome remarks, slurs, jokes, taunts, or suggestions about a person's body, clothing, race, national or ethnic origin, color, religion, age, sex, marital status, family status, physical or mental disability, sexual orientation, pardoned conviction, or other personal characteristics;
- Unwelcome sexual remarks, invitations, or requests (including persistent, unwanted contact after the end of a relationship);
- Displays of sexually explicit, sexist, racist, or other offensive or derogatory material;
- Written or verbal abuse or threats;
- Practical jokes that embarrass or insult someone;
- Leering (suggestive staring) or other offensive gestures;
- Unwelcome physical contact, such as patting, touching, pinching, hitting;
- Patronizing or condescending behavior;
- Humiliating an employee in front of co-workers;
- Abuse of authority that undermines someone's performance or threatens her or his career;
- Vandalism of personal property; and
- Physical or sexual assault.

Sexual harassment is defined as one or more incidents involving unwelcome conduct of a sexual nature, by men towards women, by women towards men, between men, or between women. Specific examples of unwelcome conduct of a sexual nature that may constitute sexual harassment include the following:

- Requests for sexual favours;
- Advances, propositions, touching, or leering;
- Persistent unwanted contact or attention after the end of a consensual relationship;
- Sexually suggestive comments or gestures;
- Stalking or persistent attempts to contact another person;
- Sexually degrading words used to describe a person;
- Inquiries or comments about a person's sex life or sexual behaviour;
- The display of sexually suggestive or pornographic material causing embarrassment or offence told or carried out after the person showing the material has been informed that it is embarrassing or offensive, or that by its nature is known or ought reasonably to have been known to be embarrassing or offensive;
- Sexual stories or jokes causing embarrassment or offence told or carried out after the person telling the story or joke has been informed that it is embarrassing or offensive or that are by their nature known or ought reasonably to have been known to be embarrassing or offensive.

What is not harassment?

Two or more employees bantering back and forth is not harassment if everyone involved agrees. But if any employee feels uncomfortable with this behaviour, and the behaviour continues even after that person has expressed their discomfort, or if the others involved should have known the person was uncomfortable, then it is harassment.

Reasonable actions by managers or supervisors to help manage, guide or direct workers or the workplace are not harassment. Appropriate employee performance reviews, counselling or discipline by a supervisor or manager is not harassment.

Employee Rights and Responsibilities

Respect Others

Each employee has the right to be treated fairly and respectfully in the workplace. Each employee also has the responsibility to treat co-workers and customers in a way that respects individual differences. No matter what your position, or that of the people with whom you interact at work, showing mutual respect and consideration will make work easier for all of us. If you have doubts about whether a joke, comment, or other behavior will embarrass, humiliate, degrade, or otherwise bother someone, then don't say or do it.

Speak Up

If someone behaves in a way that offends, harms, humiliates, or degrades you, do not put up with it. First, if you feel that you can speak to that person, do so. Let them know how you feel. Tell them the behavior is inappropriate. If they continue the behavior, or if you do not feel you can speak directly to the person, you have several options, from speaking to a supervisor or manager or to filing a formal complaint.

Report Harassment

If you observe a co-worker or other person behaving in a way that seems to be embarrassing or harassing someone else, you can and should speak up. You can let them know in a respectful way that you think the behavior is inappropriate. If you think someone is being harassed, you can let them know that you support them in ending the situation. Depending on the circumstances, you may want to say something as the behavior is happening, or you may decide to speak privately with either of the people involved. You can also speak to a supervisor or manager, although you may want to first check with the person whom you believe is being harassed. They may not want to report the harassment or may want to deal with it themselves. All staff have a responsibility to cooperate in the investigation of a harassment complaint. Anyone who gives evidence in an investigation, or who is otherwise involved in the process, must keep this information confidential, except as is necessary to deal effectively with the complaint. These are serious issues, and people's privacy must be respected. Even once a complaint is resolved, confidentiality and respect are important.

All employees have the right to file a complaint with the Manitoba Human Rights Commission. A complaint must be made within six months of the date of the last incident of harassment.

Employer Responsibilities

Put a stop to harassment.

The Foundation has full responsibility for making sure our work environment is free from harassment.

All Board members, Committee members and associated parties at the Foundation also have a responsibility to stop harassment. If you become aware of harassment in your work area, or elsewhere in the organization, you must do everything you can to stop it, whether or not a complaint has been made. Not knowing is not an excuse. If a reasonable person would have known that harassment was going on, you will still be held responsible if you let the situation continue.

The Board of Directors will take corrective action with anyone under their direction who harasses another person. The Board of Directors will not disclose the name of a complainant or

an alleged harasser or the circumstances of the complaint to anyone except where disclosure is:

Necessary to investigate the complaint;
A part of taking corrective action;
Required by law.

The harassment prevention policy at the Foundation does not discourage or prevent anyone from exercising their legal rights.

Board of Directors who ignore harassment leave themselves and the organization open to legal consequences and will be disciplined by the Foundation.

Procedures applying to complaints of Harassment

If you feel comfortable doing so, speak to the individual. Tell the offending individual that his or her behaviour is unwelcome and ask the individual to stop. You can do this in person or in writing.

Prepare and maintain a written account (diary) of the date(s), time(s), and nature of the behavior, witnesses (if any), and personal feelings as soon as possible after encountering the harassment. The written record is optional; but depending on the nature of the behavior(s), the emotional impact, and other factors, a diary will be of assistance in recounting the incident(s) and subsequently resolving the matter.

There may be informal ways to handle your complaint. Your supervisor may speak to the harasser. Your supervisor may also arrange for mediation, in which a neutral third party helps the people involved reach an acceptable solution. If the informal route fails or is not appropriate, the Foundation supports its employees in filing a formal complaint.
Report the incident.

An investigation will be conducted either internally or by an independent consultant. Once a complaint is received, an investigation is undertaken immediately, and all necessary steps are taken to resolve the situation. In most cases, both the complainant and the individual who is alleged to have acted inappropriately are interviewed, along with any individuals who may be able to provide relevant information.

Appropriate action will be taken by the organization. Upon completion of the investigation, and where it is warranted, the organization will promptly take corrective measures.

If the investigation does not find evidence to support the complaint, no record will be kept in the file of the alleged harasser. When the investigation finds harassment occurred, the incident and the corrective action will be recorded in the harasser's personnel file.

The Board of Directors will inform the person who filed the complaint and the harasser of any remedies or disciplinary action.

Corrective Action for Harassers

If the complaint is verified during the investigation process, the person harassing another individual will be subject to corrective action, and the harasser will also be required to attend workplace behaviour training. The following forms of discipline, depending on the severity of the harassment will be given:

- A written reprimand;
- A fine;
- A suspension, with or without pay;
- A transfer, if it is not reasonable for the people involved to continue working together;
- A demotion; or
- Dismissal

Confidentiality

The organization and its Board of Directors will not identify a complainant, an alleged harasser or any circumstances about a complaint, to anyone except:

When it is necessary in investigating the complaint;

If it is part of disciplinary action;

Where required by law.

Retaliation

Retaliation by an individual for reporting an incident is not tolerated. Any individual showing retaliation toward another for bona fide reporting of an incident in good faith will be subject to disciplinary action up to and including termination.

It is a serious offence for a complainant to bring knowingly false charges against an alleged harasser. If the organization finds that a claim of harassment or discrimination was made in bad faith, the organization will take disciplinary action against the person who made the bad faith claim, up to and including discharge.

Board Acceptance:

This policy was created, then approved on January 8, 2020.

Next review in 2023.



Complaints Policy

The Morden Area Foundation (the “Foundation”) is committed to providing the highest level of professional service to its donors, grant recipients, stakeholders and to the community it serves. The Foundation values its reputation in the community and takes great pride in its contributions to the community. The Foundation is committed to fair and equal practices as governed under the Canadian Charter of Rights and Freedoms.

If you have a complaint regarding the actions of The Winnipeg Foundation and/or one of its Board Members, Committee Members, volunteers or staff, we encourage you to contact the Foundation office to voice your concerns.

It is recognized that from time to time, issues or concerns may be brought forward, outside of this policy to staff as information or for the purposes of clarification. At other times, formal complaints or concerns may be directed through this policy for a more in-depth review/resolution by the Chairperson and/or CEO. Reported complaints will be acknowledged within 48 hours with at least an initial response.

In order to review the complaint, Foundation staff will require, in writing, the name and contact information of the complainant(s), as well as a complete description of the facts of the complaint being raised.

To ensure all complaints are dealt with fairly, the respondent (individual/entity against whom the complaint is addressed) will have an opportunity to respond to the complaint brought against them.

Every effort will be made to resolve complaints quickly and to the satisfaction of both the complainant and the Foundation within ten business days. Complaints will be addressed at the appropriate level within the organization, at most by the Chairperson and/or CEO or if the complaint involves the Chairperson and/or CEO, by the Personnel Committee.

All relevant documentation, including reports, discussions, and supporting information shall remain in the control and custody of the Personnel Committee.

On an annual basis, the Chairperson will report to the full Board of Directors on the status, volume and severity of any complaint received.

Please direct your complaint to and leave a message for the following to contact you to discuss further:

Chairperson Allison Braun or Executive Director Lynda Lambert at
Email info@mordenfoundation.ca
Phone 204-822-5614

Board acceptance: Approved at the January 8, 2020 Foundation Board meeting
Next review in 2023



Privacy Policy

The <http://www.mordenfoundation.ca> (the "Website") is operated by the Morden Area Foundation (the "Foundation"). The Foundation is committed to protecting the privacy of the personal information of its donors, employees, users of the Website, and other stakeholders. The Foundation values the trust of those we deal with, and of the public, and recognizes that maintaining this trust requires that we be transparent and accountable in how we treat the information that is shared with us. This Privacy Policy explains how The Foundation collects, uses, and discloses the personal information you may provide while using the Website and any other websites or microsites operated by the Foundation, including any tools, apps, forums, event registration pages, social media pages, contest entries, blogs, purchases and/or donations or grants (collectively, the "Websites" or the "Website").

By using the Websites, you consent to the collection, use and disclosure of your personal information by the Foundation in accordance with this Privacy Policy.

1. Definitions

For the purposes of this Privacy Policy, the following words and variations thereof have the following meanings:

"collection" means the act of gathering, acquiring, recording, or obtaining personal information from any source, including third parties, by any means.

"consent" means voluntary agreement with the collection, use and disclosure of personal information for defined purposes. Consent can be either express or implied and can be provided directly by the user or by an authorized representative. Express consent can be given orally, electronically or in writing. Implied consent is consent that can reasonably be inferred from a user's action or inaction.

"disclosure" means making personal information available to a third party.

"electronic communications" means the electronic publications, newsletter, blog, and announcements provided by the Foundation to users.

"employee" means an employee of the Foundation, and for the purpose of this Privacy Policy only, includes independent and other contractors performing services within the Foundation.

"Foundation account" means on line account for which a user must register by creating a username and password, including a donor account and a grant application account.

"personal information" means information about an identifiable individual but not aggregated information that cannot be associated with a specific individual. For a registered user, such information may include (but is not limited to) donation and grant information, billing information, account information, donation and grant records, and any recorded complaints.

"third party" means an individual other than the user, or the user's agent, or an organization outside the Foundation.

“**use**” means the treatment, handling, and management of personal information by and within the Foundation.

“**user**” means individual who uses the Website or Websites, including anyone who accesses or visits the Website or Websites.

2. Collection

During your use of the Websites, you may be asked to voluntarily provide the following personal information if the personal information is reasonably required to provide the services accessed, used, or requested by you:

- a. Information that you provide when you become a registered user of a Foundation account or otherwise complete forms on the Websites, such as your name, email, postal address, and telephone number;
- b. Your login-in and password details in connection with any account that you set up with the Foundation, including your username;
- c. Information that you provide the Foundation in order to give donations, including credit card information;
- d. Information that you provide to the Foundation in order to apply for and receive a grant, including a list of Board of Directors and Officers of your organization;
- e. Your correspondence with Foundation employees, including any questions, concerns or comments you may have about the Websites or problems that you report;
- f. Comments that you may post to the Websites; and
- g. Details of your transactions and requests made through the Websites;

3. Purpose of Collection and Use of Personal Information

The Foundation collects your personal information and will use your personal information as is reasonably required for the following purposes;

- a. If you are a registered user of a Foundation account, to establish and maintain your Foundation account and to provide the ongoing services that you request;
- b. To respond to questions, comments, requests or complaints that you submit to the Foundation;
- c. To process your donations;
- d. To provide income tax receipts, where applicable;
- e. To process grant applications;
- f. To invest and administer Foundation funds;

- g. To process your registration for certain events;
- h. To provide you with the electronic communications you request;
- i. To grant you access to post information to the Foundation's blog;
- j. To edit and moderate comments posted to the Foundation's blog and to otherwise administer the Foundation's blog;
- k. To track communications with you;
- l. To improve your experience of the Websites, including to customize website settings;
- m. To analyze use of the Websites and to improve the Websites;
- n. To verify the identities and account information of registered user(s) who are giving or receiving monies through the Foundation;
- o. \where donors have not requested anonymity, to report to the public the names of all the Foundation's endowment funds and the names of donors;
- p. To fulfill and purpose that we disclose to you when we request your personal information; and
- q. To meet legal and regulatory requirements.

Personal information gathered by the Foundation is kept in confidence. Foundation employees are authorized to access personal information based on their need to deal with the information for the reason(s) for which it was obtained. Personal information will only be collected and used by authorized employees in a manner consistent with the activities of the Foundation. We do not rent, sell or otherwise disclose any of the personal information you provide to the Foundation, other than for those purposes identified above. We do not share or otherwise disclose any of the personal information you provide to the Foundation, other than as expressly set out in the Privacy Policy.

4. Disclosure

The Foundation may disclose your personal information to:

- a. Its employees, agents, and service providers for the purpose of enabling these parties to perform a business, professional, charitable or technical support function for the Foundation;
- b. A person who, in the reasonable judgment of the Foundation, is seeking the information as your agent;
- c. The public, where the personal information is about a donor who has not requested anonymity and the personal information is being disclosed to report the names of all the Foundation's endowment funds and donors; and

- d. A third party or parties or government institution, where you consent to such disclosure or the disclosure is required by law.

If you voluntarily submit, transmit, upload, provide, post or otherwise make available any information, photographs or other content (the "User Content") to the Websites, certain of your personal information may be automatically included in the posting, transmission, upload or submission, including without limitation, your user name and email address, and this User Content may be collected and used by others. The Foundation has no control over and is not liable for the collection, use, or disclosure of any posted, submitted, transmitted, uploaded, provided or otherwise make available User Content or your included personal information by users of the Websites. You are responsible for ensuring the protection of any of your personal information that you submit, post, transmit, upload, provide or otherwise make available on any of the Websites. We recommend that you do not include your home address, job title, telephone number or other more sensitive personal information in any User Content, unless you are entirely satisfied that such information should be made public.

5. Safeguarding Your Personal Information

The Foundation is committed to safeguarding your personal information. The Foundation uses appropriate security measures to protect personal information against risks such as loss or theft, unauthorized access, disclosure, copying, use, modification, or destruction regardless of the format in which it is held. The methods of protection and safeguards used by the Foundation include, but are not limited to, locked filing cabinets, need-to-know access and technological measures, including the use of passwords, encryption and firewalls.

While the Foundation cannot guarantee that risks such as loss, theft, unauthorized access or disclosure of personal information will not occur, the Foundation will make every effort to prevent such unfortunate occurrences.

The Foundation takes care in disposing of or destroying personal information to prevent unauthorized parties from gaining access to the personal information. The Foundation also ensures that its employees with access to personal information are made aware of the importance of maintaining the confidentiality of person information.

6. Accuracy

The Foundation is committed to keeping your personal information as complete, up-to-date, and accurate as is necessary for the purposes for which it is to be used. The Foundation will promptly correct or complete any personal information found to be inaccurate or incomplete. Where appropriate, the Foundation will transmit amended information to third parties having access to the personal information in question. Upon request, the Foundation will provide you with a reasonable opportunity to review the personal information in your file to review its accuracy. Such personal information will be provided within a reasonable time of the request and at a minimal or no cost to you.

Also, upon request, the Foundation will provide an account of the use and disclosure of your personal information and, where reasonably possible, will state the source of the information. In providing an account of disclosure, the Foundation will provide a list of organizations to which it may have disclosed personal information about you when it is not possible to provide an actual list.

7. Complaints

The Foundation will promptly investigate all complaints concerning our compliance with the Privacy Policy and our dealings with your personal information. If a complaint is found to be justified, the Foundation will take appropriate measures to resolve the complaint, including, if necessary, amending the Foundation's policies and procedures. You will be informed of the outcome of the investigation regarding your complaint.

8. Withdrawing Consent

You may withdraw your consent to the collection, use or disclosure of your personal information by the Foundation at any time, subject to legal or contractual restrictions and reasonable notice.

In certain circumstances, your withdrawal of consent will result in the inability of the Foundation to continue providing features of the Websites to you. Please contact the Foundation for more information regarding the implications of withdrawing consent.

9. Non-Identifying Information

The Websites may automatically collect certain non-identifying information regarding users of the Websites, such as the IP address of your computer, the IP address of your Internet service provider, the date and time you access the Websites, the Internet address of the website from which you linked directly to the Websites, the operating system you are using, the sections of the Websites you visit, the pages of the Websites read and images viewed, and the materials you post, submit, transmit, upload or produce to or downloaded from the Websites. This non-identifying information is used for the operation of our web services, to maintain quality of the services, and to provide general statistics regarding use of our web services.

We make no attempt to link this information with the identity of individuals visiting our Websites. Your non-identifying information may be permanently archived for future use.

The Websites use Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies" which are text files placed on your computer to help the Websites analyze how users use the Websites. Cookies enhance the convenience and use of a website. The information generated by the cookie about your use of the Websites (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the Websites, compiling reports on website activity for the Websites' operators and providing other services relating to website activity and Internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. You may refuse the use of cookies by selecting the appropriate settings on your browser, however, please note that doing so may affect your use of the Websites and your ability to access certain features of the Websites. By using the Websites, you consent to the processing of data about you by Google in the manner and for the purposes set out above. Google currently offers a free Google Analytics opt-out tool for Internet Explorer 7-10, Google Chrome, Mozilla Firefox, Apple Safari and Opera, which is available at <http://tools.google.com/dlpage/gaoptout>.

10. Inquiries

To submit an inquiry, complaint, request a review of your personal information, correct or update your personal information, withdraw your consent or request more information or additional copies of the Privacy Policy contact:

Allison Braun, Chairperson or Lynda Lambert, Executive Director at
Box 50049,
104 – 8th Street
Morden, MB R6M 1V1

Email info@mordenfoundation.ca
Phone 204-822-5614

11. Other Websites

The Websites may contain links to other websites or Internet resources. When you click on one of those links you are contacting another website or Internet resource that may collect information about you voluntarily or through cookies or other technologies. The Foundation has no responsibility or liability for or control over those other websites or Internet resources or their collection, use and disclosure of your personal information.

12. Privacy Policy Changes

The Foundation will review this Privacy Policy on a regular basis to ensure that it is relevant and remains current with changing technologies and laws and the evolving needs of the Foundation and its users.

Board acceptance:

This policy was created, then approved on January 8, 2020.

Next review in 2023



Website Terms of Use Agreement

Welcome to <http://www.mordenfoundation.ca> (the “Website”) which is operated by the Morden Area Foundation (the “Foundation”), which term includes all of its officers, directors, agents, members, representatives, trustees, contractors, employees, licensors, licensees, suppliers, and partners).

Please take the time and read through this Website Terms of Use Agreement (the “Agreement”) carefully before using this Website or any other websites or microsites operated by the Foundation, including any tools, apps, forums, event registration pages, social media pages, blogs, contest entries and/or donations (collectively, the “Websites” or the “Website”). This Agreement sets out the terms and conditions for your access and use of the Websites.

BY USING THE WEBSITES IN ANY MANNER (INCLUDING, BUT NOT LIMITED TO, VISITING OR ACCESSING THE WEBSITES), YOU AGREE TO BE BOUND BY THIS AGREEMENT AND ALL RELATED POLICIES, CONDITIONS, AND GUIDELINES. IF YOU DO NOT AGREE WITH ANY TERM OF THIS AGREEMENT, PLEASE DO NOT USE THE WEBSITES. IF YOU ACCESS AND USE THE WEBSITES WITHOUT READING THIS AGREEMENT, YOU ARE STILL AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

1. The Foundation

The Foundation is a community foundation that offers flexible options for donors to help them achieve their philanthropic goals. Gifts to the Foundation are pooled and invested, and the income earned is distributed as grants according to the Foundation’s spending policy, in support of local community projects primarily in Morden, Manitoba.

2. Acceptance of Terms

This Agreement governs the access to and the use of the Websites and constitutes an agreement between the Foundation (referred to as the “Foundation”, “we”, “us” or “our”) and users of the Websites, such as you.

Each time you use the Websites, you signify your acceptance and agreement, and the acceptance and agreement of any party you purport to represent, without limitation or qualification, to be bound by this Agreement and the Foundation’s Privacy Policy available at <http://www.mordenfoundation.ca/privacypolicy>, as they may be amended from time to time. By using the Websites, you also represent and warrant that you have the legal authority to agree to and accept this Agreement on behalf of yourself and any party you purport to represent. If you do not agree with all of the terms and conditions of this Agreement, or you are not authorized to agree to and accept this Agreement, you may not use the Websites. The Foundation reserves the right to modify or replace this

Agreement or the Privacy Policy at any time by posting the updated Agreement or Privacy Policy to its Websites.

It is your responsibility to check the Websites periodically for such updates. Continued use of any of the Websites after the posting of changes to the Agreement or Privacy Policy constitutes your acceptance of the changes.

3. Intellectual Property Rights

Subject to paragraph 3(a) below, all Foundation Content (as defined below) contained on the Websites is the proprietary property of the Foundation, its content suppliers or its licensors, as the case may be, and is protected by Canadian and international copyright, trademark, and other applicable laws.

For the purposes of this Agreement, “Content” includes any and all material, information in text, graphical, video and audio forms, images, reports, articles, publications, data, databases, charts, graphics, photographs, illustrations, maps, interfaces, applications, designs, music, sound and other files, web pages, files, software, product names, company names, trademarks, logos and trade names contained on the Websites together with all intellectual property rights therein.

“**Foundation Content**” means all Content contained on the Websites, other than User Content (as defined below), as well as the manner in which the Content is presented or appears on the Websites, and all intellectual property rights therein.

“**User Content**” means all Content that is submitted, transmitted, provided, posted or otherwise made available by users to the Websites. Except for the rights you may have in the User Content posted, submitted, transmitted, provided or otherwise made available by you on the Websites, you do not acquire ownership rights or any implied right to any Content obtained, accessed, used or viewed through the Websites, and the posting, submission, transmission, provision or otherwise making available of information or materials on the Websites does not constitute a waiver of any rights in such information, materials and/or Content.

a. User Content Licence

When you submit your original copyrightable User Content to the Websites, you retain ownership of any copyright you claim to your submitted User Content. However, by making your User Content available through the Websites, you automatically grant to the Foundation a royalty-free, perpetual, irrevocable (except as expressly set forth in this Agreement), non-exclusive, transferable, worldwide, sublicensable (through multiple tiers) right and license to use, reproduce, copy, distribute, transmit, host, market, create derivative works of, modify, adapt, display and perform the User Content and any intellectual property rights therein (including but not limited to any copyright, trademark, publicity and database rights), in any form, technology or media now known or later developed, without providing compensation to you or anyone else, without any liability whatsoever, and free from any obligation of confidence or other duties on the part of the Foundation. The Foundation can grant sublicenses with respect to the User Content.

Subject to the Foundation's Privacy Policy where relevant, you hereby

- (i) agree to waive all moral rights in any User Content and any intellectual property rights therein in favour of the Foundation;
- (ii) consent to your name appearing as the author or contributor of any such User Content, where applicable, and to the disclosure and/or display of such information and any other information which appears in or is associated with such User Content;
- (iii) acknowledge and agree that the Foundation is not responsible for any loss, damage, or corruption that may occur to your User Content; and
- (iv) acknowledge and agree that any User Content you provide for display on the Websites will be considered non-confidential.

When you submit User Content to the Websites, you

- (i) represent and warrant that the User Content is original to you and that no other party has any rights thereto, and that you retain ownership of any copyright you claim to your submitted User Content, or
- (ii) you represent and warrant that you are legally entitled to post, submit, transmit, provide or otherwise make available the User Content and grant the foregoing license to The Foundation.

b. Content License

The Foundation grants to you a personal, limited, revocable, non-transferable and non-exclusive right and license to access, use, read and download the Content located on the Websites for personal, non-commercial and not-for-profit use only. This license is revocable by the Foundation at any time without notice and with or without cause.

You may print pages from the Websites for your personal, non-commercial use only, provided that you do not modify any of the Content and you do not remove or alter any visible or non-visible identification, marks, notices, or disclaimers. Other than as specifically described herein, no Content may be modified, copied, distributed, forwarded, framed, reproduced, republished, downloaded, displayed, posted, transmitted, provided, submitted, or sold in any form or by any means, in whole or in part, without the prior written permission of the Foundation (or, in the case of User Content, the owner of the rights to the User Content), except as expressly permitted by this Agreement or by applicable copyright laws.

You are responsible at all times for acting in compliance with applicable copyright laws and all other laws. You will abide by and maintain all copyright and other legal notices, information, and restrictions contained in any Content accessed through the Websites.

4. Trademark Information

THE MORDEN AREA FOUNDATION, MORDENFOUNDATION.CA, ENDOWMANITOBA.CA, and other marks and logos appearing on the Websites are registered and unregistered trademarks or trade names of the Foundation. Other product and company names and logos appearing on the Websites may be registered or unregistered trade-names or trademarks of their respective owners.

Any use of the trademarks, trade names and logos (collectively, the "Marks") displayed on the Websites, except as expressly provided in this Agreement, is strictly prohibited. Nothing appearing on the Websites or elsewhere shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use, display or copy, in any manner, any Mark displayed on the Websites.

5. Rules of Conduct

The Websites provide or may provide features that allow you to post, submit, transmit, provide or upload User Content, or to interact with other users through forums, board services, blogs, or chat areas. When using any features of the Websites, it is a condition of your use of the Websites and any of their features that you agree to the following:

- You are required to select a user identification ("User Name") and password to access and use certain features of the Websites. You are responsible for maintaining the confidentiality of your User Name and password.
- You are responsible for all activity that occurs under your Username.
- You are solely responsible for your conduct and any User Content, materials or information that you submit, provide, transmit, post, or display on the Websites, or that you allow others to submit, provide, transmit, post, or display on the Websites under your User Name.
- You will not upload, post, email, submit, provide, transmit or otherwise make available any User Content, materials, or information to, on or through the Websites that are fraudulent, unlawful, harmful, offensive, illegal, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, pornographic, invasive of another's privacy, or hateful.
- You will not post, provide, submit transmit or otherwise make available User Content, materials or information that infringe a patent, trademark, trade secret, copyright or other proprietary rights of another person or entity or that violate any right of privacy, or that defame or libel any person or entity, or offer contact that you do not have a right to make available under any law or under contractual or fiduciary relationship.
- You will not transmit any worms or viruses, spyware, malware or any other harmful or destructive code to or through the Websites.
- You will not upload, post, email, transmit, provide, submit or otherwise make available to users of the Websites any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "affiliate links," or any other form of solicitation.
- You will not use the Websites for any illegal or unauthorized purpose or violate any applicable provincial, state, federal or local laws in your jurisdiction.

- You will not "stalk" or otherwise harass anyone on or through the Websites.
- You will not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity, or falsely state or otherwise misrepresent your affiliation with an individual or entity.
- You will not access or use another user's account without that user's permission, nor will you compromise another user's account. You agree that if such acts are brought to the attention of the Foundation, the Foundation may
 - (1) immediately terminate your Foundation account, if any, and
 - (2) provide all relevant information to law enforcement officials in order to assist in an investigation of your actions.
- You will not transmit User Content that includes personal or identifying information about another person without that person's explicit consent.
- You will not violate nor attempt to violate the security of the Websites, including, without limitation:
 - accessing or using data not intended for you, including logging into a server or account which you not authorized to access or use;
 - attempting to probe, scan or test the vulnerability of a system or network to breach security or authentication measures without proper authorization;
 - using any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Websites or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Websites or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Websites;
 - taking any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Websites or the Foundation's systems or networks, or any systems or networks connected to the Websites or to The Foundation's systems;
 - conducting a reverse look-up, tracing or seeking to trace any information on any other user to its source, or exploit the Websites or any information made available or offered by or through the Websites, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Websites;

- attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of "denial of service" attacks, overloading, "flooding", "mailbombing" or "crashing";
- disrupting network nodes or network services or otherwise restricting, inhibiting, disrupting or impeding the Foundation's ability to monitor or make available the Websites; or
- taking any action in order to obtain services to which you are not entitled.

The Foundation may review User Content before it is posted, displayed or transmitted and may refuse to post, display or transmit any User Content to the Websites. The Foundation reserves the right, in its sole discretion, to edit or remove, refuse to accept, post, display or transmit any User Content. You acknowledge and agree that the Foundation may, in its sole discretion, monitor or have monitored its Websites, including any User Content, periodically, and disclose any information as necessary to satisfy any law, regulation or other governmental or Court request, to operate the Websites properly or to protect itself or other users of the Websites.

Although the Foundation may from time to time monitor or review User Content as stated above, the Foundation does not have any obligation to do so, and disclaims any responsibility or liability for any User Content posted, transmitted, displayed or submitted. User Content represents the views and opinions of the user(s) posting, submitting, transmitting, displaying the User Content and does not represent the views or opinions of the Foundation. The Foundation does not assume any liability, and specifically disclaims any liability, to you or any other person arising from the Foundation's decision to monitor or not to monitor the User Content consistently or at all. You remain solely responsible for the User Content and use of your User Content.

6. Registration

You may view Content without registering an account with the Foundation; however, to access and use some features of the Websites you will be required to select a User Name and password. In consideration of your use of such features, you agree to:

(a) provide true, accurate, current and complete information about yourself as prompted by any registration form(s) on the Websites, including your geographical location and address (the "Registration Data"); and

(b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, the Foundation has the right to suspend or terminate your account and refuse any and all current or future use of the Websites (or any portion thereof).

You will receive a password and account designation upon completing the registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to:

- (a) immediately notify The Foundation of any unauthorized use of your password or account or any other breach of security; and
- (b) take measures to prevent unauthorized access or use (e.g., ensuring that you exit from your account at the end of each session).

Any personal information you provide in the registration form will be collected in accordance with, and for the express purposes set out in, the Foundation's Privacy Policy.

The Foundation reserves the right to change, suspend, or discontinue the Websites (including, but not limited to, the availability of any feature, database, or Content) at any time for any reason. The Foundation may also impose limits on certain features and services or restrict your access and use to parts or all of the Websites without notice or liability.

7. Links to Third-Party Websites

While the Websites may contain links to external third-party websites, the Foundation is not responsible for the content of any linked external sites. The Foundation does not endorse any external website nor accept responsibility for its accuracy, authenticity, timeliness or completeness. You access and use these linked external sites at your own risk.

8. Disclaimer

The Websites and the Content are for informational, reference and educational purposes only. The Foundation assumes no responsibility or liability arising from any error in, or omission of, information, or from the use of any information or advice contained in any of the Websites.

It is not the Foundation's intention to provide specific advice about philanthropy or charitable giving to users of the Websites, but rather to provide users with information to help them better understand their options. The Foundation urges users to consult with the Foundation's staff and/or their own professional advisors for answers to their charitable giving questions.

9. Limitation of Liability

By accessing or using the Websites, you acknowledge and agree that the Foundation shall have no liability for any cost, damage or harm arising directly or indirectly in connection with any of the User Content, the Content and/or The Foundation Content on the Websites or through links on the Websites or from any action or inaction of any other user.

IF THERE IS A DISPUTE BETWEEN YOU AND ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION, ANY USER OF THE WEBSITE), THE FOUNDATION IS UNDER NO OBLIGATION TO BECOME INVOLVED, AND YOU HEREBY RELEASE THE FOUNDATION FROM ANY CLAIMS, DEMANDS OR DAMAGES OF ANY KIND

AND OF ANY NATURE ARISING OUT OF OR RELATING TO ANY SUCH DISPUTE. YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL THE FOUNDATION BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO ACCESS TO OR USE OF THE WEBSITES AND/OR THE USE OF LINKS TO OTHER WEBSITES, WHETHER OR NOT ANY SUCH DAMAGES MIGHT BE FORESEEABLE AND EVEN IF THE FOUNDATION IS INFORMED OF THEIR POSSIBILITY, INCLUDING WITHOUT LIMITATION, LIABILITY FOR LOSS OF PROFIT, BUSINESS, CONTRACTS OR REVENUES OR DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES. TO THE EXTENT PERMITTED BY LAW, ALL IMPLIED TERMS ARE EXCLUDED. THIS EXCLUSION OR LIMITATION OF LIABILITY APPLIES REGARDLESS OF THE FORM OF ACTION OR PROCEEDING, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, BREACH OF STATUTORY DUTY OR OTHERWISE. YOU HAVE THE SOLE RESPONSIBILITY FOR ANY DECISIONS YOU MAKE BASED ON INFORMATION CONTAINED IN THE WEBSITES. IF YOU USE THE WEBSITES, YOU ARE AGREEING THAT THIS LIMITATION OF LIABILITY IS REASONABLE AND IN KEEPING WITH THE NATURE OF THE WEBSITES.

If you are dissatisfied with the Websites or with this Agreement, you agree that your sole and exclusive remedy is to discontinue using the Websites.

10. No Warranty

YOU AGREE THAT THE WEBSITES ARE PROVIDED ON AN "AS IS" BASIS, AND THAT YOUR USE OF THE WEBSITES PROVIDED BY THE FOUNDATION SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THE FOUNDATION DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITES AND YOUR ACCESS TO AND USE THEREOF, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY, ACCURACY OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THE FOUNDATION MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE CREDIBILITY OF THE USERS OF THE WEBSITES, OR ABOUT THE TRUTHFULNESS, ACCURACY OR COMPLETENESS OF THE USER CONTENT, THE CONTENT AND/OR THE FOUNDATION CONTENT ON THE WEBSITES OR THE CONTENT OF ANY WEBSITES LINKED TO THE WEBSITES, OR THE AVAILABILITY, QUALITY, CHARACTERISTICS, LEGITIMACY, FUNCTIONALITY, SECURITY OR SAFETY OF ANY USER CONTENT, CONTENT AND/OR FOUNDATION CONTENT POSTED, DISPLAYED, SUBMITTED OR TRANSMITTED ON THE WEBSITES, OR ANY DESCRIPTIONS OR LITERATURE ABOUT THE USER CONTENT, THE CONTENT AND/OR THE FOUNDATION CONTENT. THE FOUNDATION ALSO MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE USER CONTENT, THE CONTENT AND/OR THE FOUNDATION CONTENT ON THE WEBSITES IS FIT FOR ANY PARTICULAR PURPOSE OR WILL MEET ANY USER'S REQUIREMENTS, AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY

(I) ERRORS, MISTAKES, OR INACCURACIES OF THE USER CONTENT, THE CONTENT AND/OR THE FOUNDATION CONTENT;

(II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITES;

(III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN;

(IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITES,

(V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITES BY ANY THIRD PARTY, AND/OR

(VI) ANY ERRORS OR OMISSIONS IN ANY USER CONTENT, CONTENT AND/OR FOUNDATION CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY USER CONTENT, CONTENT AND/OR FOUNDATION CONTENT POSTED, EMAILED, SUBMITTED, DISPLAYED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITES.

11. Indemnity

By accepting this Agreement, you agree to indemnify and hold the Foundation harmless from any and all claims, demands, liabilities, expenses or tax assessments, including reasonable legal fees, arising out of any claim made by any third party or any action taken by any governmental or regulatory body, due to, arising out of or relating to

(i) any User Content that you submit, post, transmit, provide or otherwise make available through the Websites,

(ii) your use of the Websites,

(iii) your connection to the Websites,

(iv) your actual or alleged breach of this Agreement,

(v) your actual or alleged infringement of any third-party intellectual property or proprietary rights, or

(vi) your actual or alleged violation of any applicable laws, rules, regulations or rights of another.

12. Linking and Framing

While the Foundation welcomes links to its Websites, your website cannot state or imply that the Foundation endorses or supports an organization, agency or program without The Foundation's permission. The Foundation reserves the right to summarily cancel and revoke at any time and without notice any permission it may give to link to the Websites.

The framing of the Websites or any of the Content in any form and by any method is strictly prohibited.

13. Miscellaneous Provisions

a. **Entire Agreement.** This Agreement, including any changes made to this Agreement from time to time, constitutes the entire agreement between you and The Foundation pertaining to the subject matter hereof. You agree to review this Agreement prior to any use of the Websites, and each use of the Websites by you shall constitute and be deemed your unconditional acceptance of this Agreement. The Foundation may prospectively modify this Agreement by posting a revised Agreement on the Websites.

b. **No Agency.** No agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement.

c. **Governing Law and Forum.** The Foundation controls <http://www.mordenfoundation.ca/>, endowmanitoba.ca, from its offices within the Province of Manitoba, Canada. By accessing and using the Websites, you agree that all matters relating to access to, or use of, the Websites, or any other hyperlinked website, shall be governed by the laws of the Province of Manitoba and the federal laws of Canada applicable therein. You also agree and hereby submit to the non-exclusive personal jurisdiction and venue of the courts of the Province of Manitoba and acknowledge that you do so voluntarily and are responsible for complying with all local laws.

d. **Waiver and Severability.** The failure of the Foundation to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. In the event that any provision of this Agreement is held by a Court or a tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portion of this Agreement will remain in full force and effect.

e. **General.** You agree to waive any right you may have to:

(i) a trial by jury; and

(ii) commence or participate in any class action against The Foundation related to the Websites, the Content, the User Content, The Foundation Content and/or this Agreement, and where applicable, you also agree to opt out of any class proceedings against The Foundation or its licensors.

- f. Notices.** The Foundation may provide you with notices, including without limitation, those regarding changes to this Agreement, the Foundation's Privacy Policy, and other service-related announcements, by email or postings on the Websites.
- g. Assignment.** The Foundation may assign this Agreement to any successor of the Foundation. This Agreement cannot be assigned or transferred, in whole or in part, by you. This Agreement will ensure to the benefit of and be binding upon each of us and our respective heirs, administrators, successors and permitted assigns.
- h. Headings.** All article or section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement.
- i. E-mail.** The inclusion of any email addresses on the Websites is not consent to receiving unsolicited commercial electronic messages or SPAM.

14. Termination

The Foundation reserves the right to suspend or terminate or take any other action or remedy that we deem reasonable, appropriate or necessary, in our sole discretion, with respect to your account immediately, without prior notice or liability, for any reason. If we terminate your account, your right to use the Websites will immediately cease. All provisions of this Agreement will survive termination, including without limitation, intellectual property ownership provisions, licenses, warranty disclaimers, indemnities, and limitations of liability.

The Foundation reserves the right to modify or terminate the Websites for any reason, without notice, at any time.

Morden Area Foundation
PO Box 50049
104 – 8th Street
Morden, Manitoba R6M 1V1
Canada email: info@mordenfoundation.ca

Monitor: This policy shall be reviewed every 3 years.

Board Acceptance:

This policy was drafted, then approved at the January 8, 2020 Board meeting.

Next review 2023

Funds, Fund Types and Criteria for Naming

Preamble

The Morden Area Foundation (the Foundation) gives individual donors, family foundations, businesses and charitable organizations a number of ways to fulfill their philanthropic objectives while supporting the well-being of our community.

We believe that by strengthening the gifts, assets and capacity of individuals and groups, we strengthen our community. The Foundation specializes in building endowment funds, where the capital is not encroached, and uses the funds' earnings to support the ever-changing needs and opportunities of our community.

The Foundation has a number of types of funds available for donors. All are open funds, where gifts may be made by any interested contributor thereby allowing even modest contributions to be joined with others' gifts for maximum charitable benefit.

Donors may name the fund that they endow – for themselves, a family member, a company or a valued friend. Some funds have names that convey specific goals or purposes, or hold special meaning to the donor. The criteria for naming and establishing funds are identified below in each fund definition.

Funds – General Guidelines

All funds are open funds, meaning that any donor can make a gift at any time, once the fund is opened.

Donors establishing designated and advised funds will be provided with an annual fund statement, reflecting additions to the funds, administrative and investment fees charged against the funds, grants from the fund and the determination of annual distributable earnings for the subsequent year. Annual distributions from the fund will be identified as having come from the fund, unless the donor wishes the distribution to remain anonymous.

Fund agreements will be required to establish all funds. The Board will approve templates for fund agreements for each type of fund. The Board must approve any changes to the clauses of these templates. The Board's legal counsel may review upon request all fund agreements prior to having the agreement signed by the donor and the board. The Board will pass a resolution confirming the terms of each fund agreement.

Fund agreements can be amended during the lifetime of the donor.

General Community Fund

This fund will consist of donations, large and small, from a variety of sources – individuals, businesses, corporations and foundations. Donations to this fund give the Foundation the greatest flexibility to respond to current community needs through the provision of grants to charities. The minimum donation to establish a named fund within the General Community Fund is \$10,000.

Field of Interest Funds

These funds work much like the Community Fund, except that donors will identify an area of interest that they would like to target their support. The donor empowers the Foundation to select worthwhile projects to support. The minimum donation to establish a Field of Interest Fund is \$10,000. A Named Fund can be established within an existing Field of Interest Fund with a \$5,000 donation.

Donor Advised Funds

Donor advised funds enable a donor to have ongoing participation in the selection of charities that will benefit from their gift. Donors can choose this type of fund instead of creating a private foundation. Existing foundations are able to transfer their assets to the foundation to achieve higher returns or reduce administrative costs while still remaining involved in allocating grants. A minimum donation of \$20,000 is required to open a donor advised fund.

Designated Funds

By establishing a designated fund, donors have the opportunity to specify which particular charity or charities they would like to support in perpetuity. If an organization ceases to exist, the donor has not named a successor beneficiary and the donor is deceased, the Foundation will redirect the funds to a named fund within the Community Fund. Donors are able to establish a designated fund with a minimum donation per beneficiary of \$10,000.

Charitable Organization (Agency) Endowment Funds

These funds can be created on behalf of registered charities. The Foundation accepts the investment responsibility and gives donors the confidence of knowing that a permanent foundation is in place to professionally administer the charity's endowment. The organization receives the distributable income on an annual basis in perpetuity. Once established, the charity will encourage their donors to contribute to their endowment fund. The minimum donation to establish this type of fund is \$20,000.

Emerging Funds

By establishing an Emerging Fund, donors are able to open a fund in any of the above categories with an initial donation and a pledge to meet one of the minimum donation levels as described above within five years of the initial gift or as agreed upon. Until

such time as the pledge is fulfilled, no distribution will be made from the Emerging Fund, provided that the foundation is still able to fulfill its disbursement quota as determined by Canada Revenue Agency.

Morden Area Foundation Support Fund

The purpose of this fund is to offset the costs of operating the foundation. Donors are able to establish a Named Fund within this fund with a minimum donation of \$10,000.

Flow Through Funds

These are non-endowed funds, whereby the funds are received by the Foundation and then provided to a designated charitable organization on behalf of the donor(s) circumstances in accordance with regulations provided by the Canada Revenue Agency (i.e. by the fiscal year end following the year in which the gift was received). An administrative fee (currently 1.5%) will be charged on these funds. This fee is subject to variation from time to time as determined by the Board on reasonable notice to the participant/donor. Flow through funds will only be available for donors who have established an endowment fund with the foundation. The Board will consider other instances to create flow through funds on a case-by-case basis where there is a demonstrated advantage to the long-term growth of the foundation.

Fund Cessation or Obsolescence

In the event an established fund becomes obsolete, or the purpose or organization for which the fund was created ceases to exist, any unused balance remaining in the fund shall be transferred to and become part of the general community fund of the Foundation. A statement to this effect shall be included on all fund agreements. For funds established prior to the implementation of this requirement (approved by the Board in June, 2015) that fund shall be given written notice to the donor requesting his/her/it's written directions should the fund cease to exist or become obsolete.

Social Impact / Leveraged Funds

Where a donor provides funds to the Foundations' general community fund and in exchange, the Foundation determines to grant an amount equivalent to or greater than the funds received in its current or immediately following granting period to the recipient of the donor's choosing, there shall not be an administrative fee on these types of social impact or leveraged "flow through" funds.

Monitoring: This policy will be reviewed at least every three years.

Board Acceptance:

This policy was approved at the July 8th, 2009 Board meeting.

This policy was reviewed at the Jan 13th, 2010 Board meeting

This policy was reviewed and approved by the MAF Board on June 17, 2015

This policy was reviewed by MAF Board March 23, 2019 and approved January 8, 2020

Next review in 2023

Investment Policy

Investment policy is the responsibility of the Morden Area Foundation (the Foundation), separate from the Investment operations which are controlled by the Investment Manager. This separation is essential if the proper evaluation of the Manager is to be accomplished. The purpose of the Investment Policy is to establish useful guidelines for the Investment Manager that are appropriate to the realities of both the foundation objectives and financial markets.

Investment philosophy priorities:

The Primary investment philosophy of the MAF is safety of principal without undue risk of capital.

Investment returns will be sought through income and capital appreciation. The long-term growth of capital is considered to be of greater importance than short-term market gains.

It is necessary that the capital be defended against inflation, by retention of a portion of its total return.

Investment Manager:

MAF will retain the services of professional investment managers who will have full discretion in managing and selecting investments, subject to the general guidelines contained herein. These guidelines are designed to achieve reasonable diversification and thereby reduce risk associated with undue concentration and to ensure that the fund is invested in good quality securities.

Investment Advisory Committee:

The Finance Committee is appointed annually by the Board and constitutes the Investment Advisory Committee. The purpose of the Committee is to act as a liaison between the Board and the investment managers. Responsibilities of the Investment Advisory Committee are:

To continually monitor the actions of the investment managers to ensure compliance with the Foundation Investment policies and guidelines.

To arrange for reports by the investment managers on the performance of the Foundation's Investment Portfolio on a quarterly basis.

To define an acceptable benchmark and monitor the performance of the investment managers.

Eligible Investments:

Equities

Investment in the shares of any single company should not exceed 10% of the total Equity value of the portfolio at the time of purchase.

Equity securities shall be listed on a major stock exchange.

Equities shall constitute up to a maximum of 35% of the total portfolio.

b. Bonds

Investment in the bonds or debentures of a single issuer shall not exceed 5% of the portfolio or \$50,000, whichever is greater, at the time of purchase with the exception of Government of Canada, Provincial, and Municipal issues, and their guarantees. At the time of purchase bonds must be rated at least A or equivalent by an independent bond rating agency. Disposition on subsequent downgrading will be at the discretion of the investment managers.

Short-term Investments, Money Market Securities

i. Short-term investments with a term of maturity up to one year that are eligible for investment include:

Government of Canada and provincial treasury bills

U.S. treasury bills and notes

Cash and Demand Deposits

Foreign Securities

Investment in securities other than U.S. or Canadian is limited to 5% of the portfolio.

f. Social Impact Investing

i. mortgage/loans

ii. social impact / leveraged funds

Asset mix will be re-balanced to the target ratio quarterly.

Investment Objectives:

The performance of the portfolio will be assessed in comparison to a benchmark of financial market indices that reflect a portfolio mix consistent with the asset mix described below. The rate of return will be considered over a moving four-year cycle. Calculations will include realized and unrealized capital gains or losses, plus income from all sources.

It is the long-term objective of the Foundation to achieve a rate of return on its portfolio of investments at least equal to the rate earned on a composite portfolio invested as follows: no more than 35% in the TSE 100 Index, and 65% in Canadian 5 year bonds.

Conflicts of Interest:

No individual or group associated with the Foundation and its agents, including an immediate family member, should be in a position to benefit, or be perceived by a reasonable observer to be in a position to benefit, directly or indirectly, from an actual or contemplated investment transaction of the Foundation's portfolio. If such a situation arises, the individual or group must immediately disclose the conflict of interest, in writing, to the Foundation Chairperson, and remove themselves from the decision making process.

Notwithstanding the above, it is understood that individuals or groups may, from time to time, make personal investment decisions, which are arrived at independently from the

activities of the Foundation. Provided the potential for a conflict of interest situation is monitored and addressed where necessary, these transactions may be excluded from the requirements of the preceding paragraph.

Review of Policy:

This policy and its specific contents shall be reviewed on an annual basis, or as deemed necessary by the Investment Advisory Committee, to ensure its ongoing relevance and consistency with the overall objectives of the Morden Area Foundation.

Disbursement Quota (as per Revenue Canada) is calculated by formula, including two main components:

- 3.5% of the value of investment assets, calculated as the average market value of assets held in the 24 months preceding the current fiscal year.
- 80% of the non-capital donations received in the prior year, i.e. gifts received (for which an income tax receipt was issued) less capital gifts. Capital gifts are bequests and gifts received subject to the direction of the donor that the gift be held for perpetuity.

Grant application Deadlines: Spring: April 1st, June: Scholarships, Fall: October 1st of each year.

Grants made via the social impact / leveraged funds will be considered on a case by case basis as they are received and may be exempt from the above noted deadlines.

Grant Presentation:

One recognition event to be held in the fall. Scholarships to be presented at Graduation in June.

Marketing and Promotion:

Organizations will be contacted to solicit applications or knowledge of projects needed to address community needs or issues.

Worthwhile projects will be promoted.

Photo presentations will be published whenever possible.

Recipients will be required to file a final report with the Foundation discussing social impact/outcomes and how the community benefited.

Recipients agree to have their “stories” published on the Foundation website and or the Foundation’s Facebook page and other social media.

Board Acceptance:

Drafted October 8, 2008, approved by the MAF Board on July 8, 2009.

This policy was revised and approved by the MAF Board on April 13, 2011.

This policy was reviewed and approved by the MAF Board in 2013.

This policy was reviewed and approved by the MAF Board on June 17th, 2015.



Scholarship Funds Policy

Scholarship Funds are established by an individual donor, a group or an organization through donations, fundraising efforts or a bequest.

Scholarship Funds are permanently endowed funds established with the Morden Area Foundation (the Foundation). The amount available annually, or otherwise directed, for awards is determined in accordance with the spending policy of the foundation unless otherwise stipulated by the donor.

The role of the Foundation is to ensure that the fund's awards are distributed according to the criteria developed when the fund was established and that awards conform to the donor's wishes. The sponsoring person(s), school, or organization is responsible for accepting applications, selecting award recipients and advising the Foundation of these selections.

The minimum amount required to establish a Scholarship Fund is \$10,000.

In the event an established scholarship fund becomes obsolete, then the balance remaining in that fund shall be paid according to the donor's specifications in the fund agreement, failing which it shall be paid to the General Scholarship Fund.

Board Acceptance:

Approved at the July 8th, 2009 board meeting

Reviewed and approved on December 8, 2010 and revised by the MAF Board in 2013.

This policy was reviewed and approved by the MAF Board on June 17, 2015.

This policy was reviewed and approved by the MAF Board in September, 2019.

This policy was reviewed and approved by the MAF Board on January 8, 2020.



Spending Policy

It is the long-term objective of The Morden Area Foundation to make available for annual grant making activities an amount of 5% of the average of the three preceding year's market value of each fund included in the total endowed funds of the Foundation. The average market value is calculated on the basis of 12 quarters.

The Morden Area Foundation may annually recoup a portion of its operating expenses as set out in The Morden Area Foundation's Spending Policy as amended from time to time. That amount shall be determined by The Board of Directors of The Morden Area Foundation, taking into account, the actual annual costs incurred in operating The Morden Area Foundation. This amount (administration fee) is subject to variation from time to time as determined by the Board on reasonable notice (minimum 6 months written notice) to the fund donor or alternate contact provided by the donor.

The Morden Area Foundation uses 1993 as a base year to calculate an inflation adjustment for each successive year's capital contributions to the total endowed funds. Thus, in addition to knowing contributed capital, The Morden Area Foundation monitors an inflation protected target which essentially is required to protect the purchasing power of the original gifts. The difference between the inflation protected target and the actual market value is monitored and if this excess deteriorates or improves on an average three-year basis, the spending policy calculation will be adjusted upward or downward in accordance with the following:

Average excess between inflation projected target & market value over 3 years	Amount available for annual grant making	Inflation protected target
10% or more	5.0% average market value	100%
9% - 9.9%	4.9% average market value	98%
8% - 8.9%	4.8% average market value	96%
7% - 7.9%	4.7% average market value	94%
6% - 6.9%	4.6% average market value	92%
5% - 5.9%	4.5% average market value	90%
4% - 4.9%	4.4% average market value	88%
3% - 3.9%	4.3% average market value	86%
2% - 2.9%	4.2% average market value	84%
1% - 1.9%	4.1% average market value	82%
0% - 0.9%	4.0% average market value	80%
less than 0%	Policy Review	

Any adjustment to grant making will not be greater than 0.2% in any given year, and any adjustment to the inflation protected target will not be greater than 4% in any given year.

The spending for the next fiscal year will be determined in September. When any document cites the Spending Policy of The Morden Area Foundation, it is referring to the above formula. The CRA requires that endowments “spend” at least 3.5% annually. In situations where it is appropriate, taking into account donor preference, longer term Agency benefit and administrative circumstances, The Foundation may use the stipulated CRA minimum rate as an approved alternate to the Spending Policy.

In any given year, the actual amount spent by the Foundation may fluctuate so as to be over or under the 5% three year average established by this policy, but in any event, it shall not be less than the amount required by CRA in order to maintain its charitable status and compliance with CRA.

The Finance Committee shall report to the Board, on an annual basis, following the filing of the Foundation’s charitable return, the amount spent for that fiscal year, and shall keep the board updated on its spending target through- out the year.

Investments or loans made by the Foundation pursuant to its Social Impact Investments Policy shall be an exception to the spending formula and these guidelines.

The spending policy of The Morden Area Foundation may be amended from time to time.

Board Acceptance:

This policy was approved at the July 8th, 2009 MAF Board meeting.

This policy was reviewed and approved by the MAF on Board June 17, 2015



Youth in Philanthropy Program Policies & Guidelines

Youth in Philanthropy (YIP) is a program designed to introduce local high school students to philanthropy and local community development. The components listed below make up the program and apply to high schools and community organizations that participate in the program. Schools or organizations that are unable to meet these criteria will be asked to leave the program.

1. Youth in Philanthropy Mission statement:

Youth in Philanthropy (YIP) is a youth-led program designed to introduce motivated high school-aged young people to philanthropy and local community development. YIP aims to empower youth to make change in their community through educational opportunities in the form of site visits, events, and grantmaking.

2. High School Committees

- a. The high school will establish one Youth in Philanthropy Committee at the beginning of the school year. The Committee is student led, stand alone, and extracurricular with two staff advisors to provide guidance and support.
- b. Each committee will be open to all students in the school who wish to participate, from every senior high-grade level (Grade 9 to Grade 12).
- c. Each committee will host an orientation meeting in the fall to introduce interested youth to the program.
- d. The school will demonstrate that YIP has student body support, based on student participation of the committee.
- e. Each committee will have an annual orientation in the fall. The orientation, led by staff of the Morden Area Foundation (the Foundation), explains the YIP committee's role as a grant maker as well as its relationship with the Foundation.

3. Grantmaking

The Foundation will provide the high school with up to \$3,000 matching funds upon the receipt of funds raised by the participating high school for grantmaking. All funds raised are payable to the Foundation and all grants approved by YIP are paid by the Foundation and not the YIP organization itself.

- a. YIP grantmaking criteria are as follows:
 - Grants can only be made to registered charities
 - Projects must primarily benefit the citizens of Morden and area
- b. The YIP committee will actively participate in a grantmaking process that begins with identifying community needs, assets, and develop students' grantmaking priorities. The process also includes researching charities, conducting site visits, making written grant recommendations to the Board of the Foundation, and evaluating grantmaking efforts by using a granting form supplied by the Foundation.

4. Endowment Building

- a. The school may establish an endowment called the Youth In Philanthropy Fund. This will form part of the consolidated trust of the Foundation and will earn annual income and operate on the same basis as all other funds.
- b. Committees will use the annual income from their fund to supplement their grantmaking dollars from The Foundation. If a committee does not use these dollars within the current granting year, the sum will be used towards the committee's grant allocations, in the following year.
- c. YIP committees are encouraged to make donations to their committee's YIP fund through organizing fundraisers or soliciting donations.
- d. If the high school opts out of the program for more than three years, the annual income from their High School Youth Philanthropy Fund may be used by the Foundation for general community grants to community organizations.

The total amount allocated for YIP grants from Foundation General Community Fund is approved as part of the grants budget at the beginning of the fiscal year. The individual grants are approved by the Foundation Board.

Please visit mordenfoundation.ca for further details.

Monitor:

This policy shall be reviewed every 3 years.

Board Approval:

This policy was accepted by the Foundation Board on Wednesday, January 8, 2020.

Next review in 2023



Youth In Philanthropy Conflict of Interest

Definition:

Conflict of Interest is a situation in which a person's decisions in one setting (for example: as part of a Youth In Philanthropy [YIP] committee) could benefit him or her or his or her family or friends in another aspect of their lives.

To ensure the integrity of the grantmaking process, it is important that YIP committees and members remain unbiased in their decision-making. For that reason, the Morden Area Foundation (the Foundation) has developed the following Conflict of Interest Guidelines for YIP which is similar to the Conflict of Interest Policy followed by Board and Staff of the Foundation.

1. Obligation to Declare:

If a YIP committee member, a member of their immediate family, or a close friend, has an existing relationship with a charitable organization, that committee member must declare their Conflict of Interest to the rest of the group by telling them the name of the organization, and the nature of the relationship. (An existing relationship with an organization could include the YIP member working or volunteering for an organization, or a friend or family member working or volunteering for an organization.)

The individual with the Conflict of Interest should not influence the committee's decision by suggesting an organization with which they are affiliated if it does not meet the committee's grant-making priorities. If an organization does meet the YIP committee's priorities, and they would like to consider the organization for a grant, the student with the Conflict of Interest should not go on the site visit, or participate in the final decision-making process for that organization's grant.

2. Free of outside influence:

Decisions about which organizations will receive grants from the YIP committee should be made by student committee members based on the grant-making priorities established at the beginning of the year. Other students, friends, teachers (including staff advisors), other school staff, parents and family members should not try to influence YIP committee members or pressure them to consider or support particular charities.

3. Acceptance of Gifts:

No YIP committee member or staff advisor shall accept gifts from charitable organizations (other than of nominal nature — such as a pen, or small promotional item) or use their relationship with the Foundation for personal gain.

4. Confidentiality of Information:

Information about community projects reviewed by the Foundation and YIP committees is not generally considered to be confidential but it is expected by organizations that information gained on site visits will be used with discretion. (e.g. if you meet a homeless person on a site visit to a shelter, it would be appropriate to share that experience with your YIP committee, but it would not be appropriate to print that person's name and life details in your school newspaper.)

5. Orientation Program:

These Conflict of Interest guidelines shall form part of the orientation of every Youth in Philanthropy committee member and staff advisor.

Note: Occasionally, agencies contact schools because they are interested in qualifying as a grantee. This is part of being a grant maker and it is up to each committee to decide how best to respond. Soliciting is not encouraged by the Foundation, and can be considered a conflict of interest, but does happen from time to time.

Monitor:

This policy shall be reviewed every 3 years.

Board Approval:

This policy was accepted by the Foundation Board on Wednesday, January 8, 2020.

Next review in 2023.



Community Grant Program Policy & Guidelines

About the Morden Area Foundation:

The Morden Area Foundation (the Foundation) was established in 1993 for the purposes of establishing permanent endowment funds and distributing the income for the long-term benefit of the community. The Foundation is dedicated to enhancing the quality of our community life by funding local projects that address social, health, heritage, sport, recreational, art and culture, child welfare, youth development, family well-being, educational and environmental needs and priorities in Morden and the surrounding area.

The Foundation is funded by many donors, from all walks of life, gifts range from a few to thousands of dollars. These gifts are invested in a capital fund with only the income from the investments being used for grants, which assist a wide variety of local initiatives. Donations to the Community Foundation will serve the entire community year after year, for good, forever.

The Foundation is governed by a Board of Directors comprised of volunteer members of the community who serve for four years and is supported by a part-time executive director. The Board evaluates each grant application and distributes grants to those projects they feel will most benefit the area.

Formal Requirements:

Grants are made to projects or programs that are delivered in or significantly positively impact the City of Morden and the surrounding area (R.M. of Stanley). Grants are made to Canada Revenue Agency (CCRA) registered charities or other qualified donees under *The Income Tax Act* (Canada).

Non-profit organizations that do not have a charitable registration number can be sponsored by a registered charity. It is a requirement that the non-profit organization and the registered charity have a written agreement that formalizes the relationship between the two that meets CRA requirements. The application must be made by the registered charity and include a confirmation of the written agreement.

The Morden Area Foundation grants will generally NOT fund:

- Endowment funds with other organizations
- Core ongoing operating expenses
- Fundraising events
- Retroactive expenses
- Debt retirement or cover deficits
 - Individuals
 - Direct religious activities

Evaluation Criteria for Grant Applications

The Foundation gives preference to projects and programs where a moderate amount of grant money will have a significant impact. Successful grant proposals are ideally characterized by a well-planned approach, evidence of community support, efficient use of resources, ability to serve a need in the community, collaboration, volunteer participation and citizen involvement. In order to utilize the resources of the Foundation for maximum community benefit, each grant application will be evaluated on the following criteria:

1. The project should build on the strengths of the community to respond to identified needs and priorities.
2. The applicant organization must demonstrate responsible financial and legal accountability.
3. The project must be undertaken by organizations that are well governed and managed.
4. The project must be realistic and within the capacity of the applicant to carry out.
5. The project should not duplicate existing services, or if so, demonstrate why the overlap is warranted.
6. The applicant should provide evidence of collaboration with other agencies.
7. The project or applicant should include evidence of support from other funding sources or the broader community. If partnering with another organization in this application, then please include a letter of support from that organization.
8. The project or applicant should demonstrate a reasonable probability of ongoing support from other funding sources in the future, or clearly indicate that the project is intended to continue for a limited time span or is a discrete project/purpose for which all costs have been disclosed on the application.
9. The project must be located in or of a direct benefit to the residents of Morden and the surrounding area.
10. Capital projects will be considered if there is a demonstrated need.
11. Pilot or demonstration projects must include provision for an evaluation (measure of success) and a realistic plan for financial viability beyond the pilot stage.
12. The applicant should disclose if they have applied to the Foundation previously, and if so, the amount of previous grants awarded and the dates they were received.

13. Preference is given to projects which:

- a) encourage more efficient use of community resources;
- b) expect to test or demonstrate new approaches and techniques in the solution of community problems;
- c) address the underlying causes of problems in our community rather than dealing only with the symptoms;
- d) are developed in consultation with other agencies and planning groups and those which promote coordination, cooperation and sharing among organizations and the elimination of duplicate services;
- e) promote volunteer participation and citizen involvement in the community;
- f) demonstrate evidence of community support and organization initiative;
- g) support segments, issues or needs of the community that have not recently received funding from the Foundation;
- h) are deemed by the Board to be of high value, impact or importance to the community.

Grant Application Guidelines and Processes:

1. Grant application deadlines are once per year: October 1st. Social Impact Investing, or social impact / leveraged flow through fund grants (as described below) will be considered on a case by case basis as they arise and are not subject to these deadlines.
2. Grants shall be in the prescribed form, are available on our website and shall include:
 - Name and contact information for the organization/project
 - Charitable registration number or letter accompanied by a written agreement from the sponsoring registered charity
 - Basic information describing the organization and its management i.e.) members of the current board and executive director
 - Financial information, including financial statements and/or current budget for the organization and for the project should be available on request. They do not have to be attached to the application.
 - Complete description of the project including a statement as to the community need, issue, or segment that will benefit by the project, how the project will be supported by the community or vice versa, the importance of and need for the project, any expected measurable outcomes for the project, and should highlight innovation and collaboration with other community partners.
 - Total project cost and amount of funds requested from the Foundation
 - Date funds are required by
 - How the Applicant will recognize the Foundation's support
 - Authorized signature

3. The Foundation will review all qualified applications received based upon their merit in relation to the grant criteria listed in this policy and funds available for distribution. The Directors of the Board may request additional information if deemed necessary, conduct interviews of representatives of the applicant, consider such other information as the Directors may consider reasonable, and may set terms and conditions on any grants awarded.
4. The Board of Directors shall have the final decision in awarding grants. Approval of grants will be by way of motion carried by the Board.
5. All changes to a project or application after the Foundation has approved a grant must be brought back to the Board for re-approval.
6. Proof of expenditures must be provided to the Foundation for grants awarded before payment of the grant.
7. Applicants will have one year from the date they receive notification that their application has been approved by the Foundation to submit their fund request (along with proof of expenditures). Should the grant not be used within the one-year time limit, the applicant may make a written request for an extension of time. The extension is subject to the approval of the Board of Directors. Failure to either use the grant or request an extension within the one-year time limit will result in the grant lapsing. Lapsed grants will become available for distribution at the next grant application deadline.
8. Successful applicants will be notified by the Executive Director.
9. All successful applications will be required to submit a Final Impact Report upon completion of the project with a deadline of November 30 of the following year. The Final Report should contain the following elements: a final budget detailing project revenues and expenditures, a press-ready story and photographs demonstrating the project impact, and samples of any public recognition of the Morden Area Foundation grant.
10. In order to enhance the benefit of the grant to the recipient organization and other community groups, the final project evaluation will involve analyzing the measurable outcomes set during project planning and should include a determination of what the project organizers would keep the same, what they would change for future projects. Such reflections may uncover useful learnings about how the project evolved over time and the reasons for the change which may be used to improve future projects and organizations through the development of best practices.

The Foundation Board has the authority to withhold or recover grant funds misused or misapplied and has an obligation to investigate allegations of misuse, misallocation or misconduct.

Social Impact Granting

The Foundation provides loans and investments that work alongside our conventional grant making toward dual goals: producing measurable social impact and building reusable resources for the future. The Foundation may lend to Canadian charities and others qualified as described in Section 110 of the Income Tax Act. On occasion, not-for-profit organizations without charitable status may be sponsored by a registered charity, such as the City of Morden.

Working in concert with *experienced partners and resources*, funds are available for loans or investments to charities, non-profits and social enterprises that benefit this community that still meet CRA's qualified donee criteria. The investments can help organizations acquire assets, achieve scale, and launch or expand a program. As loans are repaid, funds become available for use with other projects, creating a continual recycling of charitable capital.

The Benefits of this type of investment is that it:

1. Produces greater leverage and scale by using a portion of assets as recyclable, low-interest, or market-rate loans across multiple nonprofit sectors.
2. Introduces new and different financial tools, increasing organizational expertise and ultimately strengthening the sector.
3. Provides access to capital that may not be available or affordable through traditional lenders.
4. Expands impact across the broader community.
5. Attracts new donors interested in achieving greater community impact.
6. Allows donors to receive a charitable tax receipt while their donation is working in two ways: firstly, it supports the cause of their choice in the amount they choose. Secondly, it grows the Foundation's endowment fund increasing resources available for future projects and programs indefinitely.

Loans / Mortgages

Where determined by the Board to be in the community or surrounding area's best interest to provide funds to an applicant for the purpose of completing a capital project or implementing a program, the Foundation may lend funds to the applicant at an interest rate and with re-payment terms as determined by the Board at the time of the loan application. The interest rate may be lower than the amount of interest earned on other investments held by the Foundation and it may also be lower than the then prevailing commercial lending rate as set by the Bank of Canada from time to time.

The loan applicant should be a recipient the Foundation has had a past relationship with, be in a sound fiscal position or have a sound fiscal plan to repay the loan, and must otherwise meet the Foundation's grant making policy requirements.

There is no application deadline for social impact investments. Each application will be reviewed and determined on its merits on a case by case basis.

Any loan granted by the Board as stated above shall be guaranteed by the City of Morden and/or secured by a real property mortgage, whenever possible.

In the event of default, or if the loan becomes otherwise delinquent, the outstanding balance of the unpaid loan may be written off as a grant in the next or over the next several granting periods following default, at the complete discretion of the Board.

The Board, in its absolute discretion, may determine to forgive any or all payments due or the balance remaining due under a loan. In this case, the amount forgiven shall be included as part of the grant funds available for granting in the fiscal period the payment is due, or over several of the immediately following fiscal periods the payment is due.

Social Impact / Leveraging Investment Program

This is an opportunity for the Foundation to support projects the donor wishes to support. Leveraging funds is a strategy for donors who wish to know they are addressing an immediate need within the community by donating today, while growing the Foundation endowment fund to address future needs, with the intent of granting funds to a local registered charity in need that the donor wishes to support.

For example:

Jane Doe would like to donate to a very worthwhile project within the City of Morden and area in the amount of \$5,000. Instead of donating directly to that local registered charity, Jane Doe donates to the Foundation.

When donating to the charity itself, the monies are required to be spent within one year and on that one project of interest. With the Foundation, Jane Doe's \$5,000 will be deposited to the Foundation general endowment fund and will be held in perpetuity. Jane Doe's donation will earn interest for future annual granting, year after year, thereby allowing several projects to be funded over several years rather than just the one project that one year. Jane Doe also receives a tax receipt from the MAF.

The Foundation Board likes the project Jane Doe chose and will support it as well. The Board then chooses to use their annual granting power to grant \$5,000 as the donor's original donation plus adds \$2,000 to increase the grant. This becomes a win-win-win scenario granting \$7,000 to a charity in need chosen by Jane Doe.

Jane Doe receives instant gratification by donating the \$5,000 to the Foundation who will grant it through to Jane Doe's charity of choice, while the Foundation endowment fund grows because of Jane Doe's \$5,000 donation, and the local registered charity receives the grant because of the annual the Foundation granting power.

The recipient of the funds from the Foundation must meet the Foundation's formal granting policy requirements as set out in the Foundation's By-laws and policies.

For recipients who do not meet the Foundation's formal policy requirements in that they lack a charitable number, the recipient is required to approach the City of Morden or the Rural Municipality of Stanley to inquire about a flow through funds agreement allowing payout of the grant in accordance with CRA rules.

Donors will receive recognition on the Foundation's website, Facebook page, other social media used by the Foundation and print and media recognition for its contribution to the Foundation and the recipient's project or program of choice. The donor will also receive satisfaction in knowing that its contribution is working in two ways: firstly, the donor's contribution is growing the Foundation endowment fund, to be available for future projects and programs. Secondly, the donor receives immediate gratification that they are contributing to a local charitable cause they are passionate about.

The Foundation reserves the right to withhold or recover grant funds misused or misapplied and to investigate all allegations of fraudulent use or misrepresentation.

Monitoring:

This Policy should be reviewed every 3 years.

Board Acceptance:

This policy was reviewed and approved by the Foundation Board June 17, 2015

This policy was reviewed and approved by the Foundation Board June 10, 2020

Next review in 2023.

Morden Area Foundation Grant Check List

___ Spring Grant Period ___ Fall Grant Period ___ Approved ___ Declined

Date received: _____
 Grant Applicant: _____
 Project Name: _____
 Charitable Number: _____
 Purpose: _____
 Geographic area/community served: _____

Project Costs: \$ _____ Amount Requested: \$ _____
 Date Funds Required: _____

- Grant Category:
- | | | |
|-------------------|----------------|-----------------------|
| 1. Arts & Culture | 5. Education | 9. Community Services |
| 2. Youth | 6. Heritage | 10. Family |
| 3. Health | 7. Environment | 11. Other |
| 4. Seniors | 8. Recreation | |

Checklist:

Financial Statement attached	Y	N		
Board of Directors indicated	Y	N		
Requesting operating funds	Y	N		
Well-planned approach to project	Y	N		
Does is serve a community need	Y	N		
Will this need be met without our funds	Y	N		
Volunteer or citizen involvement	Y	N		
Duplication of existing services	Y	N	Warranted?	Y N
Measurable outcome of success	Y	N		
Supported by Community	Y	N		
Other funding sources/support	Y	N		
Prior Funding Received	Y	N	Amount:	
Date:				
Similar project/competing project funded	Y	N		
Level of Community Support	_____			
Responsive to Community Needs	_____			
Level of Community Collaboration	_____			
Level of long-term community benefits	_____			
Level of impact of project on community	_____			

Pros/Cons: _____

