# In-Kind Contributions Policy

## Policy Statement

In-kind contribution is a program implemented by Good Neighbours Australia ("GNAU"). GNAU solicits and accepts in-kind contributions that are consistent with its mission and that support its core programs, as well as special projects.

The role of in-kind contributions is to support the overall purposes of GNAU through provision of donated goods, services, or time. These donations may be used for a specific purpose, or may be used to aid and support the overall purpose and mission of the organisation.

## Scope and Purpose

The purpose of this Policy is to:

1. Provide information about the policies and procedures for of acceptance gift-in-kind contributions of goods and services
2. Provide an example list of suitable and unsuitable in-kind contributions, and
3. Provide donors with GNAU's Gift Agreement Form to submit an in-kind contribution

## Definition[1]

At GNAU, an in-kind contribution is defined as *'Any non-monetary contribution that is offered to an organisation without benefit given to the donor. This contribution can include the donation of tangible objects, such as goods, or the donation of intangible objects, such as services and time contributions'.* This definition is consistent with the Victorian Government's definition, and the Australian Council for International Development's definition.[2]

## Gift Acceptance Policy

**1.1.** Acceptance of Goods

All in-kind contribution of goods to GNAU includes, but is not limited to providing:

- Equipment

[1] Grants - understanding in-kind contributions | vic.gov.au (www.vic.gov.au)
[2] Financial Definitions - ACFID

- Books
- Clothing
- Furniture
- Electronics
- Advertising and marketing tools
- Supplies, and
- General goods that may serve the overall purpose of the association.

**1.2.** Acceptance of Services and Time

All in-kind contributions of services to GNAU include, but are not limited to providing:

- Voluntary commitments
- Professional advice and expertise
- Fundraising event support
- Advertising and medial placement services
- Market research
- Strategic services
- Photographic services
- Printing services
- Providing general assistance and support
- Supporting organisational projects, information technology services, and
- General services that may serve the overall purpose of the association.

**1.3.** Acceptance of In-Kind Contributions from Entities

GNAU may accept in-kind contributions from entities, including but not limited to:

- Corporations
- Small businesses
- Charities
- Foundations
- Government agencies
- Vendors
- Universities, and
- General entities that wish to make an in-kind contribution to GNAU.

GNAU may also accept anonymous in-kind contributions provided that it is made in line with the GNAU In-Kind Contribution Agreement Form Requirements.

**1.4.** In-Kind Contribution Thresholds

GNAU reserves the right to not accept in-kind contributions that are:

- Deemed to be inappropriate to the overall purpose and mission of the organisation
- Deemed to be damaged or impaired, or
- Other reasons GNAU sees fit to deny accepting an in-kind contribution.

**1.5.** Submission of In-Kind Contributions

Any entity wishing to make an in-kind contribution to GNAU must complete a GNAU In-Kind Contribution Agreement Form, with the Form signed by the donor entity or its representative.

**1.6.** Recognition of In-Kind Contributions

Any entity that makes an in-kind contribution of property or monies to GNAU will be provided with a GNAU In-Kind Donation Receipt.

**1.7.** Processing of In-Kind Contributions

GNAU may process an in-kind contribution by:

- Conducting an internal review of in-hand contributions
- Seeking legal/financial advice as to whether the in-kind contribution is appropriate for the purpose of the organisation
- Assessing the value of in-kind contributions in accordance with ACFID guidelines
- Reporting, and
- General duties that help to determine the overall purpose and use of the in-kind contribution for GNAU.

When considering whether to solicit or accept in-kind contributions, GNAU will consider the following factors:

- Values - whether the acceptance of the donation compromises any of the core values of GNAU.
- Compatibility - whether there is compatibility between the intent of the donor and the organisation's use of the donation.
- Benefit - whether the donation benefits the organisation and our mission, and
- Form of gift - whether the gift is offered in a form that GNAU can use without incurring substantial expense or difficulty.

Decisions to solicit or accept potentially unsuitable donations will be made by GNAU.

**1.8. Dissolution Clause**

In the event of the dissolution of the organisation, GNAU reserves the right to redistribute in-kind contributions in accordance with its Constitution and ACNC requirements.

## Examples of Suitable In-Kind Donations

The following list constitutes examples of acceptable and suitable in-kind donations that GNAU welcomes, but is not limited to:

- Educational material, including books, stationary supplies
- Equipment that will aid and assist GNAU in achieving their mission
- Electronics, including laptops, printers, and vehicles
- Medicines, including vitamins, vaccines, and nutrition kits which have been approved by relevant health authorities
- Software, including computer programs, accounting programs, or any software deemed suitable for GNAU, and
- General donations that assist the overall purpose and aim of the association.

## Examples of Unsuitable In-Kind Donations

The following list constitutes examples of unacceptable and unsuitable donations that GNAU does not welcome:

- Damaged goods, goods that are irreparable, or plants
- Hazardous or radioactive goods
- Drugs and illegal substances
- Goods related to child labour or illegal activities
- Goods that violate general social standards or ethics, and
- General donations that do not support the overall purpose and aim of GNAU.

## Indemnity Clause

No Warranties - GNAU, including its officers, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assume no responsibilities whatsoever with respect to design, development, manufacture, or use of the in kinds contributions. Furthermore, in no event will GNAU be liable for direct, indirect, special, consequential, incidental, or punitive loss, damage, or expenses arising out of or in connection with

this agreement, including but not limited to recipient's use of the assets or removal of the assets from GNAU's premises or any place GNAU stores the in-kind contributions from time to time.

The recipient acknowledges and agrees to be bound by the attached indemnity agreement.

## Responsibility

The Admin Manager is responsible for this policy.

## Review and Monitoring

This Policy will be reviewed every three years, or earlier when necessary.

## Document Control Information

| In-Kind Contribution Policy | |
|---|---|
| Policy Owner | Executive Director |
| Master Copy | Executive Director |
| Date created | 11/03/2020 |
| Date last reviewed | 08/05/2020 |
| Date Approved by ED | 18/05/2020 |
| Date Approved by the Committee | 18/05/2022 |
| Date next Review | 27/03/2027 |

### Version Control Information

| Date | Version | Revision Description | Reviewed / Updated by |
|---|---|---|---|
| 11/03/2020 | V.1 | Created | Executive Director |
| 08/05/2020 | V.1 | Reviewed | Legal and Financial Adviser |
| 27/03/2024 | V.2 | Reviewed and updated with alignment with ACFID compliance | Admin Manager |

## Appendix 1. Liability Clause

# Liability Clause

In consideration for accepting the In-Kind Contributions, _____ agrees to the following waiver of liability and indemnity provisions:

1. Receipt of Assets. _____ acknowledges receipt of the following assets in-kind contributions by Good Neighbours Australia to _____

2. No Warranties. Good Neighbours Australia, including its officers, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the in Kinds Contribution. Furthermore, in no event shall the Good Neighbours Australia be liable for direct, indirect, special, consequential, incidental or punitive loss, damage or expenses arising out of or in connection with this agreement, including but not limited to recipient's use of the assets or removal of the assets from the Good Neighbours Australia premises or any place Good Neighbours Australia stores the goods from time to time.

3. Waiver of Liability. _____ does hereby waive, release and discharge any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of the use of the in-kind contribution. The entire risk as to the performance of the in-kind contributions is assumed by _____. In no event shall the Good Neighbours Australia or its officers, employees or agents, be responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to any individual regardless of legal theory resulting from use of the in-kind contribution. The above limitations on liability apply even though the Good Neighbours Australia may have been advised of the possibility of such damage.

4. Indemnification. _____ agrees to indemnify and hold harmless the in -kind contribution donors from any and all claims, liability and damages, arising from the use of the in- kind contribution except those arising from the sole negligence or wilful misconduct of the Good Neighbours Australia.

THE UNDERSIGNED, WHO IS AUTHORIZED TO REPRESENT THE RECIPIENT HAS CAREFULLY READ THIS WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT AND UNDERSTANDS ITS CONTENTS. RECIPIENT IS AWARE THAT THIS IS A COMPLETE RELEASE OF LIABILITY OF GOOD Neighbours AUSTRALIA BY _____.

**DATED:** _____

**Signature of Authorized Representative** _____

**Name of the authorised Representative** _____

**Name and Address of Witness** _____

## Appendix 2. In-Kind Contributions Agreement Form

# IN-KIND CONTRIBUTIONS AGREEMENT FORM

In order for an entity to make an in-kind contribution to Good Neighbours Australia, the following form should be completed and returned to Good Neighbours Australia before or at the time of donation.

1. Name of Donor ("Donor")

_____

(ABN: Address: )

2. Date of Donation / Duration of service

_____

3. Description of Donation/Service

_____

4. Actual or fair value of the contribution

_____

5. Categories of usage for Donation/ Service
Those contributions will be used for Project Support and/or Fundraising Activities and/or Head Office Support unless instructed otherwise.

6. Acknowledgement of Donation/Service
"Donor" wishes to donate the above contribution to Good Neighbours Australia. "Donor" do hereby irrevocably assigns, transfers, and gives all their right, title, and interest in the above-described contribution to Good Neighbours Australia.

To the best of their knowledge, the item(s) is/are in good order and condition and, will not cause danger or damage or harm to Good Neighbours Australia's property and personnel.

"Donor" represents and warrants that "Donor" has complete and clear title to the in-kind donation/service and the authority to make the contribution and all services. "Donor" is aware that acceptance and disposition of contributions/services are governed by the policies of Good Neighbours Australia and is subject to change in the events of unforeseen circumstances without further notice to the donor.

**Signature**
**Printed name**
**Position**
**Date**