



THE KENYA SCOUTS ASSOCIATION

GIFT ACCEPTANCE POLICY

AUGUST 2016

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BACKGROUND: THE KENYA SCOUTS ASSOCIATION EDUCATIONAL PROPOSAL

Kenya Scouts Association (KSA) is a registered member of the World Organization of the Scouts Movement (WOSM). It is a voluntary, non-political and educational Movement for young people open to all without distinction of origin, race, gender, creed or ethnic/tribal background in accordance with the purpose, principles and method as conceived by the founders as stated below;

- a) Purpose

To contribute to the development of young people in achieving their full physical, intellectual, emotional, spiritual, social, and character potentials as individuals, as responsible citizens and as members of their local, national, regional and international communities.

b) Principles

Duty to God

Adherence to spiritual principles. Loyalty to the religion that expresses them and acceptance of duties resulting there from.

Duty to others

Loyalty to our country in harmony with the promotion of local, national, regional and international peace, understanding and co-operation/integration.

Participation in the development of society with recognition and respect for the dignity of ones fellow man and for the integrity of nature.

Duty to self

Responsibility of oneself; realization of ones right to develop, learn and grow, learning to assert oneself, make ones decision, set aims and identify the necessary steps to achieve ones full potentiality.

c) Method

Is a system of progressive self-education that should be applied to all sections, taking into account the socio-cultural environment of the young people.

The Scout method is applied in the following ways:

Law and promise.

Learning by doing.

Membership of small groups (patrol system) requiring adult guidance, progressive discovery and acceptance of responsibility and training towards self-governance directed towards the development of competence, self-reliance, honesty and leadership skill objectives.

Progressive and stimulating programs (progressive scheme) consisting of varied activities based on one's own interest including games, useful skills and service to community, all taking place largely in an outdoor setting.

Symbolic framework or symbolic background where the scouts relate to their socio-cultural background in order to have a programmed that has a national touch.

Relationship between adults and young people where leaders have the responsibility to keep an eye on the young ones especially the Sungura, as they are delicate majority.

Life in nature, it is not just animals, trees, rivers etc for scouts. Nature is a club where one can enjoy themselves, a laboratory where one feels closer to God and can worship Him in one's own way.

KSA VISION

Creating a better world.

KSA MISSION

Educating young people to play a constructive role in the society.

This is achieved by:-

Involving the youth throughout their formative years in a non-formal educational process.

Using a specific method that makes each individual the principle agent in ones development as a self-reliant, supportive, responsible and committed person.

Assisting them to establish value system based upon spiritual, social, and personal principles as expressed in the scouts law and promise.

I. Purpose and Application of the Policy

This Policy is an Annex of the Ethics, Standards, Quality Assurance and Awards Policy. In establishing this policy, the Association recognizes the utmost importance of ensuring that all gifts to KSA are made within legal and ethical regulations, codes and guidelines of the Association and those of the Kenya Revenue Authority.

This policy is designed to ensure clarification of roles, responsibilities and expectations of both KSA and its donors. The policy will also make certain that KSA acts in a consistent and timely manner in exercising its fiduciary responsibility.

II. Interpretation

In this policy the following terms shall have the following meanings:

“Fund” means the fund created as a result of the Fund Agreement entered into between the donor and Kenya Scouts Association.

“Fund Agreement” means an agreement entered into between Kenya Scouts Association and a donor, the details of which are set out in section herein. Fund agreement also reflected as Memorandum of Understanding (MOU)

“Policy” means this policy and the expressions “hereof”, “herein”, “hereto” and “hereunder” and similar expressions refer to this policy.

III. Priority of Donor’s Interest

The interest of the Party/person or organization donating a gift to KSA shall have priority over the interest of KSA. No agreement, contract, or commitment may be urged upon any donor or prospective donor to benefit the Association at the expense of the donor's intent, or which would knowingly jeopardize a donor's interests. KSA, its agents and representatives must make full disclosure to the donor on all aspects of benefits and liabilities of which they are aware that may reasonably be expected to influence the decision of the donor to make a gift with the Association. However, all the

above should not in any way contradict the vision, mission and purpose of KSA and Scouting principles.

IV. Gifts and Specific Acceptance Criteria

In considering the acceptance of any gift and its value to the Association, the following factors must be taken into account:

1. The nature of the assets contributed;
2. Total return on investment of the gift assets;
3. Factors that cannot be controlled by the Association, but are subject to estimate such as investment performance, life expectancy, etc.
4. In particular, KSA will desist from receiving any gifts or donations which raise funds for activities contrary to KSA's vision, mission and values, and especially from forbidden markets or entities that deal with drug trafficking, human rights abuse, child trafficking, child labour and radicalization and those in contradiction with the Marrakech charter on partnerships.

V. Confidentiality.

All information concerning donors and prospective donors, including names, names of beneficiaries, amount of gift, size of estate, etc., shall be kept in strict confidence by the Trustees. All other requests for information regarding a donor will only be provided if prior written consent from the donor or their legal representative or trustee by way of a Power of Attorney has been received.

VI. Conflict of Interest.

All persons acting on behalf of KSA will declare any conflict of interest in the fund development activities.

VII. Disclosure to Donors

Before a donor makes a gift and signs a Fund Agreement, Kenya Scouts Association shall inform the donor, and ensure that they understand following:

1. the legal and financial consequences of making the gift including the expenses related to the disposition of the assets charged to the donor;
2. The work of KSA and how the capital and its income will be used.

Except where the terms of a gift are expressed unilaterally (such as in a will), no gifts will be accepted unless KSA is satisfied that the donor understands this Policy.

VIII. Agreements.

A standard form agreement, amended from time to time, shall be entered into by donors and KSA where practicable, and shall be used as the basis for all funds. KSA shall attempt to personalize the standard form agreement with respect to the name and nature of the fund and the use of the fund's income in order to better tailor the fund to the particular donor. Kenya Scouts Association shall exercise best efforts to adhere to the wishes of a donor as expressed to it in any form, including by will.

IX. Acceptable Gift Assets

1. The following assets may be deemed acceptable as outright gifts to the Association. Acceptable assets include and not limited to:
 - *Cash*
 - *Securities* - May be accepted at fair market value of the stock on the day the gift is received by the Association
 - *Real Estate gifts* at fair market value if, at the time of the gift, there are no servitudes or encumbrances upon the land.
2. If any encumbrances are present at the time the gift is offered, and such encumbrances represent a nominal amount when compared with the total value of the property, such property may be accepted with the approval of the National Executive Committee. How the encumbrance will be removed, and by

whom, shall be agreed upon by the Association and the donor in writing prior to acceptance of such property.

3. No gift of real property may be accepted by the Association unless and until such property has been personally visited by the trustees, or appropriate designee of the Association (e.g., a KSA secretariat employee or recommended real estate agent). In addition, a written analysis of the marketability and potential use of the gift property shall be prepared by the secretariat prior to acceptance of the property.
4. No gift of real property may be accepted until a preliminary environmental evaluation, questionnaire, or disclosure statement has been completed or made available for the property in question prepared by an assessor suitable to the National Executive Committee. In the event that this evaluation or assessment discloses any information indicating the presence or reasonable possibility of toxic gift, hazardous waste, oil seepage, or other contaminants on the property, additional environmental studies and phase assessments must be completed before the gift is accepted.
5. Arrangements to cover post-transfer expenses should be agreed upon in writing by the donor and the Association prior to the gift. Such expenses include taxes and assessments, insurance, and maintenance costs of the land or any buildings on the land.
6. Tax benefits previously derived by the donor from the gift property, as well as a reasonable estimate of the net value of a real estate gift, shall be taken into consideration when offering and discussing gift proposals.
7. Any tangible personal property associated with real property gifts, such as furnishings for a home or ranch, should be segregated into separate gift proposals or agreements

8. *Tangible Personal Property/Gifts in Kind* including but not limited to cars, boats, art, stamp/coin collections, equipment, inventory, etc., may be accepted if there are no significant restrictions, limitations, or unreimbursed additional expenses for their present or future use, display, maintenance, transfer, sale, insurance, storage, or other fees and costs. In particular, donors may not require the Association to hold any property of any kind for a minimum or specified period of time prior to sale or disposition.
9. Such gifts are normally not accepted if there is a condition, understanding, or expectation that the items will be loaned or sold back to the donor or the donor's family or designee. The Association shall presumptively sell all tangible personal property it receives, unless specifically needed for use or consumption related to its purposes, and such sales shall be to disinterested third parties.
10. Prior to any gift of tangible personal property, the Kenya Scouts Association will provide all donors or prospects written guidance on possible related or unrelated use of the gift property.

X. Kenya Scouts Association will not accept gifts of interest free loans.

XI. Right of Refusal.

The National Executive Commissioner will bring to the attention of the National Executive Committee, any issues that generally bring doubt as to the acceptability of the Gift and more specifically any issues that address any of the following points:

1. the gift involves in whole or in part a debt obligation;
2. the gift is not consistent with the overall mission of Kenya Scouts Association;
3. the gift compromises the integrity of Kenya Scouts Association in the community;
4. the gift undermines the classification or status of Kenya Scouts Association under the Kenya Revenue Authority
5. the origin of the gift may bring Kenya Scouts Association into disrepute.

Notwithstanding the foregoing the Kenya Scouts Association reserves the right to refuse a gift for any reason whatsoever.

XII. Valuation.

In most cases the value of a gift will be immediately apparent. Where this is not the case the donor must provide Kenya Scouts Association with an independent appraisal establishing the fair market value of the property being offered as a gift.

XIII. Investment of Funds

Guidelines related to investment of the Association's funds, investment strategies, philosophies, asset allocations, duties, and responsibilities may be set out in a separate document, as drafted and duly adopted from time to time by the National Executive Committee.

XIV. Rights of Kenya Scouts Association

1. Kenya Scouts Association reserves the right to secure and rely on its own appraisal and investigation in determining the acceptability of the gift and the value of the receipt for income tax purposes.
2. In the case of a gift of securities the value for receipting purposes will be the closing market price on the day the Kenya Scouts Association receives the securities.

XV. Disposition.

1. All gifts of cash and cash equivalents made to Kenya Scouts Association shall be transferred to Kenya Scouts Association's custodian and placed in Kenya Scouts Association investment portfolio.
2. Publicly listed securities may either be delivered by the donor directly to Kenya Scouts Association or transferred by prior agreement to KSA investment account.

3. All gifts will be sold as soon as possible and the proceeds invested in accordance with Kenya Scouts Association investment policy, unless a prior agreement has been reached with the donor that may require the property to be held temporarily.
4. The Chief Commissioner in consultation with the National Executive Committee shall supervise receipt of publicly traded securities, and if required the opinion of a third party counsel with respect to final legal ownership may be obtained.

XVI. Exemption.

Gifts in cash or in kind that are directed specifically to support Kenya Scouts Association activities such as sponsorship of an event or to directly offset Kenya Scouts Association administration (not program) expenses will be exempted from the above disposition.

XVII. Costs

1. Except as agreed to by resolution of Kenya Scouts Association, the donor shall pay for all costs associated with making a gift. This may include expenses related to appraisal fees, legal and accounting expenses, transaction fees and bank charges.
2. Expenses incurred by Kenya Scouts Association in accepting a gift, which may include legal fees, maintenance, and disposition fees will be charged against the fund once established.

XVIII. Receipt

Kenya Scouts Association cannot issue a tax receipt until the gift is legally the property of the Association. The receipt will be issued for the value of the gift, as at the date it becomes the Association's property minus any expenses incurred in accepting the gift.

XIX. General Conditions

Kenya Scouts Association in accepting gifts will apply the following general conditions:

1. KSA is not able, because of the potential for conflict of interest, to act as the executor of a donor’s will or as a trustee of a charitable trust.
2. Kenya Scouts Association will be bound by all applicable statutes in Kenya with regards to the reporting of the sources of gifts received.
3. The Chief Commissioner will be informed in advance of all donor arrangements of a sponsorship nature to ensure compliance with the Association’s regulations
4. Kenya Scouts Association will not accept donations from suspended or terminated Kenya Scouts Association Members.
5. Kenya Scouts Association will not accept a gift from a donor whose primary business is among markets forbidden for resource mobilization in KSA.

Annex 1



Kenya Scouts Association

GIFT AGREEMENT FORM

This agreement, made in duplicate between

(the Donor, understanding this term encompasses the Donor’s legal representative)
and

The **Kenya Scouts Association**, referred to hereinafter as “The Association” gives and transfers to the Association, under the terms below, ownership of as described as follows and collectively referred to as the gift:

1. The Association agrees to protect and preserve to the extent feasible with The Association’s usual practices. The Association assumes no responsibility in case of loss or damage by theft, fire, or any other cause whatsoever. The Association also need not specially insure thecovered by this agreement.
2. The Association may arrange or rearrange the gift, according to accepted archival principles, to preserve them and to make them more accessible to visitors of the facility housing its collection of historical gift.
3. The Association will respect the Donor’s wishes as stated below, regarding disposition of such gift as are deemed by The Association to be either duplicative of, or inappropriate to, The Association’s holdings or better placed elsewhere.

[Please mark the appropriate box]

I want the gift returned to me.

I grant The Association permission to transfer, sell and retain the proceeds for the benefit of The Association or discard such gift as The Association sees fit.

4. The Donor may add other gift from time to time, to be receipted for and covered by this agreement. This agreement may be amended by written documents accepted and signed by the Donor and The Association.
5. The Donor warrants that no other individual(s), institution(s), or other entity (ies) has (have) interest in the gift covered by this agreement except as stated below.

(NOTE: Please indicate, if appropriate, whether copyright has been waived by release form(s) or agreement(s) made with correspondent(s), interviewee(s), or other(s) represented in these gift.)

6. The Association undertakes to protect by means set forth in this paragraph the Donor’s interest in the intellectual contents of the gift in exchange for the permission hereby granted to allow visitors to The Association’s facilities both to examine the gift covered by this agreement and to receive copies,

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- 7. the extent they can be photocopied, of specific items for personal use. Records pertaining to the use(s) of these gift covered by this agreement will be kept by The Association, and, if copies are made, visitors ordering or making the copies will be required to agree in writing to use the copied material solely for personal use. Visitors will be advised as well that use for any other than personal research or educational instruction is regulated by these laws of copyright. The Donor shall be exempt from such restrictions in those cases where the Donor holds copyright.
- 8. The itemized attachment(s) below state the Donor’s required restriction(s) on access and use of the gift covered by this agreement (or a stated portion of them) for specified period(s) of time and further state how access and use shall be permitted during the period(s) in which the restriction(s) pertain(s):

No restrictions

Restrictions as noted below

-
-
-
-
- 8. The Association may apply greater restrictions on access to all or part of the gift covered by this agreement for ethical, legal, or preservation reasons.
 - 9. The Association may, without notice or fee to the Donor, publish, in whatever form(s) it chooses, description(s) of, catalog(s) to, or other announcement(s) of the availability and contents of the gift in the usual and customary places and manners.
 - 10. The Association may, without notice or fee to the Donor, make copies of any of the gift covered by this agreement for purposes of preservation and, within the limits set forth in these Terms, public use.
 - 11. Except for limited periods, when certain portions of the gift may be undergoing preservation treatment, the Donor has the right of on-site access to the gift covered by this agreement at all times that the facility housing its historical material is open to the public. Further, except as noted below, the Donor may receive copies to the extent that they can be photocopied, of any of the gift

covered by this agreement upon request. The Donor shall be responsible for payment of the usual and customary charges for such copies except as such charges may be waived in particular instances for courtesy copies of small bodies of material. When provision of such copies may be deemed by The Association dangerous to the physical preservation of the original gift that are to be copied, The Association may decline to make the copies.

- 12. If The Association should be judged to have failed to carry out its responsibilities under this agreement, and if the Donor or any other person seeks to enforce this agreement or claim damages for breach of it, The Association shall have the option of satisfying any obligation imposed upon it by this agreement by returning the donated items (and all archival copies of same) to the Donor or the Donor’s legal representative.
- 13. Further items of agreement covering this gift and not elsewhere mentioned above are as follows:

I, We, _____, hereby give the gift listed in the opening paragraph above or subsequently added under Term 4 above and agree to the other Terms set forth within this contract.

(THIS AGREEMENT IS NOT VALID AND CANNOT BE EXECUTED BY THE ASSOCIATION UNLESS THE GIFT IS RECEIVED BY THE NATIONAL EXECUTIVE COMMITTEE AND THE AGREEMENT IS SIGNED BY AT LEAST TWO (2) MEMBERS OF THE NATIONAL EXECUTIVE COMMITTEE).

Donor Information:

(Signature of Donor or Agent)

_____ (address of Donor or Agent)

(Telephone number of Donor or Agent)

(Date)

Kenya Scouts Association Information:

(Signature and Title)

(Signature and Title)

(Date)

(Date)