



DONOR BILL OF RIGHTS FOR MISSION RESCUE ALLIANCE-MRA

Donating and giving are based on voluntary actions for the common good. The traditions of giving, sharing, and donating are the path to a wonderful quality of life. To assure that philanthropy merits the respect and trust of the general public and that donors and prospective donors can have full confidence in the not-for-profit organizations and causes they are asked to support, we declare that all donors have these rights: A DONOR BILL OF RIGHTS

1. To be informed of the MRA's mission, the way we intend to use donated resources, and our capacity to use donations effectively for their intended purposes.
2. To be informed of the identity of those serving on MRA's governing board, and to expect the board to exercise prudent judgment in its stewardship responsibilities.
3. To have access to the MRA's most recent financial statements.
4. To be assured their gifts will be used for the purposes for which they were given.
5. To receive appropriate acknowledgment and recognition.
6. To be assured that information about their donations is handled with respect and confidentiality to the extent provided by law.
7. To expect that all relationships with individuals representing MRA's interest to the donor will be professional in nature.
8. To be informed whether those seeking donations are MRA volunteers, employees of the organization, or hired solicitors.
9. To have the opportunity for their names to be deleted from mailing lists that MRA may intend to share. (Please note we do not share any information currently).
10. To feel free to ask questions when donating and to receive prompt, truthful, and forthright answers.

II. Purpose of Policy and Procedure

- A. Members of MRA's Board of Directors have a fiduciary duty to assure that MRA's assets are used efficiently and are protected from potential liabilities and diversion to purposes other than those that further MRA's mission, that MRA's tax-exempt status is maintained and protected, and that no gift is solicited or accepted that would threaten the financial, legal, or reputational status of MRA's.
- B. Under authority from the Board of Directors, MRA's Executive Director and staff are responsible for ensuring that all gifts, whether they be current or deferred gifts from individuals, corporations, foundations or other organizations, support the growth, mission and purpose of MRA, are solicited and accepted in accordance with this Gift Acceptance Policy, with MRA's other applicable organizational policies and in compliance with applicable state and federal law and regulation.
- C. MRA's Executive Director, or his or her delegate, will properly screen, negotiate, accept, reject and acknowledge all gifts. When appropriate, and in accordance with MRA's organizational policy and governing documents, the Executive Director may refer a gift to the Board of Directors for review and a decision to accept or reject such gift.
- D. The MRA Board of Directors and staff solicit current and deferred gifts from individuals, corporations, and foundations to secure the future growth and mission of MRA. The provisions of these policies shall apply to all gifts received by MRA for any of its programs and services.

III. General Guidelines for Gift Acceptance

- A. Solicitation and Referral: Any formal solicitation of gifts for MRA will be made by authorized representatives and/or MRA staff and in accordance with these Gift Acceptance and Recognition Policies, and any other applicable policies of AB All employees, representatives or friends of MRA are encouraged to refer any prospective donor to the Executive Director or the Development Office.
- B. Gift Size: All gift and pledge commitments, regardless of size, designation, or gift type will be respectfully considered and gratefully accepted except in the instances where a gift may be contrary to MRA's best interests, or outside the scope of MRA's mission. Certain size limitations may, however, apply to certain designations of gifts (e.g., designations as endowed funds or donor-advised funds), as described in policies applicable to those designations. Further, MRA reserves the right to accept or reject any gift. MRA will provide all possible staff and volunteer assistance to potential donors to discuss MRA's priorities, the donor's interest, and the various ways to give.
- C. Restricted/Unrestricted Gifts: MRA accepts both restricted and unrestricted gifts if the Board of Directors determines that the conditions can be agreed. Restricted gifts will only be accepted if they support the outlined objectives of the current campaign or specific fundraising initiative. Further, acceptance of restricted gifts imposes fiduciary and administrative responsibilities on MRA to ensure that the funds are used for the purpose(s) for which they were given. Therefore, ten (10) percent of each restricted gift

will be used to fund the core operations which make restricted programs possible. Additionally, before accepting a restricted gift, MRA must ensure that the restrictions can be enforced and will be used in accordance with the terms and conditions of the gift, and that reasonable provisions are made if that purpose proves too restrictive or the funds cannot be so applied.

Additionally, before accepting a restricted gift, MRA must certify that the following criteria have been met:

- i. MRA can comply with the restrictions of the gift and still use the gift in furtherance of its mission, purposes, and priorities;
- ii. MRA can comply with the restrictions of the gift in a reasonable and cost-efficient manner; and
- iii. Acceptance of the gift will not result in, or create the appearance of, any private benefit.

~MRA will not accept gifts that violate the terms of MRA's governing documents, gifts that are too difficult to administer, or gifts that are for purposes outside the mission of MRA. In order to meet the costs of proper management and accounting of the funds and the monitoring of compliance with the donor's restrictions, a portion of every restricted gift may be reserved to meet those costs.

~Designation of Gifts: Gifts to MRA should be made in the name of "American Brain Foundation" and will be received, held and administered under the direction of the Board of Director All gifts to MRA should be directed to the Development Office.

~Interest of Donor: The interests of the prospective donor will be a primary consideration with respect to any gift to AB Employees of MRA will provide information to the donor concerning planning techniques available to achieve the donor's charitable goals.

~Confidentiality: All information concerning donors and prospective donors will be confidential. No information will be released (distributed, sold, or shared) to the general public without securing the prior written or electronic permission of the donor. All donative instruments will be deemed confidential to the extent permitted by law. However, a donor may authorize public announcement of any feature of an agreement. All donors will be acknowledged in the MRA Annual Report unless they exercise the option—explained in the letter acknowledging their gift—to direct how they prefer to be listed or if they prefer to remain anonymous. All files will be made available to the Internal Revenue Service (the "IRS") if required or advisable with respect to any IRS audit. Donors will be notified of any such request and informed as to the materials provided via copy of the transmittal letter. All other requests for information will be honored only if the donor approves the release of information, or if current law requires release of the information.

~Independent Legal/Tax Advice. Donors will be encouraged to secure the advice of independent legal and/or tax counsel as well as speak with financial advisors in matters relating to their gift MRA will not provide advice about the tax, legal implications or other treatment of gifts. Communications aimed at donors, including but not limited to brochures and the MRA website, will contain an express disclaimer to this effect, such as the following: *“The American Brain Foundation does not provide tax or financial advice; please consult your own professional advisor concerning any donation.”* Any alternative language for a disclaimer must be approved by the Executive Director or her/his designee.

~Pledges: Pledges will be made in writing and commit to a specific dollar amount that will be paid according to a fixed time schedule. The recommended maximum pledge period is five years. Individuals making gifts and pledges that are eligible for matching gifts are encouraged to utilize these programs to maximize the value of their gift or pledge to MRA.

Acknowledgement/Recognition: MRA will acknowledge and recognize all gifts appropriately according to its gift acknowledgement plan and procedures and as further described in these Gift Acceptance and Recognition Policies. Requests for donor’s anonymity will be honored to the extent permitted by law.

Use of Legal Counsel. MRA shall seek the advice of legal counsel in matters relating to acceptance of gifts when appropriate. Review by legal counsel is recommended for:

1. Closely held stock transfers subject to restrictions or buy-sell agreement.
2. Documents naming MRA as Trustee.
3. Gifts involving contracts, such as bargain sales or other documents requiring MRA to assume an obligation.
4. Transactions that may invoke IRS sanction
5. Gifts of patents and intellectual property.
6. Life insurance.
7. Tangible personal property to be used by the MRA and not sold.
8. Retirement plans.
9. Other instances in which use of legal counsel is deemed appropriate by the Executive Director.

~Valuation/Appraisals: It is the policy of MRA to comply fully with the valuation rules set out in Publication 561 of the Internal Revenue Service and the relevant income, gift and estate tax laws and regulations. Copies of Publication 561 are available at www.irs.gov. The donor is responsible for determining the value of an accepted gift and obtaining any required appraisals. To the extent a donor obtains an appraisal, the donor will provide a copy of such appraisal to MRA for MRA’s records. The MRA will not provide any determination of value and any mention of value by the MRA should not be interpreted as a valuation to be relied upon for tax or other purposes; however, MRA will reasonably cooperate in signing necessary done acknowledgments required by the IRS for the donor to obtain a tax deduction.

~Tax Compliance: MRA's policy is to comply with Internal Revenue Service reporting requirements and all other aspects of state and federal tax law.

~Designation of Funds. Unless specifically otherwise designated and accepted by MRA as so-designated, all gifts to MRA will be designated for MRA's general fund, or as otherwise determined by the Executive Director. Alternative designations: If the donation is earmarked by the donor for a specific project on the MRA crowd funding site, or specified in a written donor agreement to be designated for a specific purpose that purpose shall govern.

~Gift Agreements. Gift agreements for restricted gifts are key mechanisms to help ensure that both the donor and MRA have come to a mutual understanding of the terms and conditions of a donor's gift, including the intent in making the gift and any restrictions placed on the use of the gift, and MRA's acceptance and use of the gift, including the ability or inability to make modifications to the gift upon the occurrence of particular events or circumstance. Donors must direct any gifts for restricted purposes in writing. Written gift agreements are required for donor-advised funds, endowed funds, and for all gifts of \$50,000 or more. MRA will work with a prospective donor and his or her advisors to develop a written gift agreement that will include, but is not limited to: (i) explicitly addressing the donor's intent, (ii) specific, realistic and measurable restrictions on MRA's use of the donation, if any, (iii) addressing MRA's use of the funds over time, including specifying changes which may be made depending on future developments (e.g., the size of the gift falls below a set level or the purpose of the gift is no longer achievable or of strategic importance to MRA, (iv) an agreement that once the gift is made to MRA, the funds do no longer belong to the donor and may not be administered or directed by the donor, etc. Any questions regarding the appropriateness of particular terms and conditions stipulated by a donor should be referred to the Executive Director.