

**Community Foundation Alliance, Inc.**  
Confidentiality Policy

**Adopted August 12, 2003**

The Community Foundation Alliance ("Alliance") and its member county services committees (a.k.a. local community foundations) recognize that the efficient operation of the Alliance requires the maintenance and management of extensive donor and prospect records. These records may contain sensitive information that has been shared with or developed by the Alliance staff or volunteers on a confidential basis. (Definition: "Records" is construed to mean all files, including electronic data, containing information on donors or prospective donors to the Alliance.) Donors and prospects may be attracted to the Alliance on the basis of its ability to assure temporary or permanent anonymity. Protecting donor confidentiality is an essential part of providing good service to donors.

Additionally, care must be taken to preserve confidentiality of discussions that take place and information that is shared in the course of conducting Alliance business.

The purpose of this policy is to codify the position of the Alliance on confidentiality.

**1. Confidentiality of Records:** The President/CEO shall be responsible for maintaining the confidentiality of donor and prospect records, as well as fund information. Records will normally be available to staff as needed to fulfill their duties. At the discretion of the President/CEO, staff may make all or part of any record available to Alliance volunteers to assist them in executing their specific responsibilities. The Alliance's auditors, legal counsel, and other contractors are authorized to review donor/prospect and fund records as required for the purposes for which they are engaged.

All persons accessing donor/prospect or fund records in the conduct of Alliance business are called upon to maintain the confidentiality of said records. This applies to agency endowment funds as well as to other types of funds. Staff may share information with donors, fund beneficiaries, and grantees pertaining to their own gifts, funds, grants, etc. Except in those instances, any copies of confidential information held outside the Alliance offices should not be maintained in files for extended periods and are to be destroyed as soon as possible.

**2. Publication of Donor Names:** Unless otherwise requested by the donor, the names of all individual donors may be listed in the Alliance's annual report and/or in other appropriate vehicles. The Alliance will not publish the amount of any donor's gift without the permission of the donor. Donors making gifts to the Alliance by bequest or other testamentary device are deemed to have granted such permission.

**3. Memorial/Tribute Gifts:** The names of donors of memorial or tribute gifts may be released to the honoree, next of kin, or appropriate member of the immediate family, unless otherwise specified by the donor. Gift amounts are not to be released without the expressed consent of the donor.

**4. Anonymous Gifts:** The President/CEO is authorized to accept anonymous gifts to the Alliance and to handle them appropriately. The name of the donor may be withheld from the Board of Directors at the President/CEO's discretion, if so requested by the donor. Board members will respect the anonymity of any such gift.

**5. Giving Categories:** If giving categories have been stipulated for a specific fund drive, challenge grant, or project, or as part of the Alliance's ongoing recognition program, then the donors, unless they otherwise specify, are deemed to have given permission for the Alliance to publish their names associated with the particular giving category. Similarly, the Alliance may publish giving categories associated with donor names in its annual report and, unless a donor specifies otherwise, his/her name may be included therein.

**6. No Disclosures to Third Parties:** The Alliance shall not release to third parties or allow third parties to copy, inspect, or otherwise use Alliance records or other information pertaining to the identification of a donor or donor's gifts. No disclosures to third parties of such information, including addresses and demographic information, shall be made without the donor's consent.

**7. Confidentiality of Alliance Business:** Discussions that take place in the context of the Alliance’s operations require discretion, including discussion pertaining to grantmaking, personnel issues, development activities, operational fundraising, investment management, etc. The positions or statements of individual board members, advisors, or staff should not be discussed outside of official Alliance meetings and processes. Likewise, the content of Alliance business, including documents or Alliance analysis of documents, should not be discussed or shared outside official meetings and processes.

**8. Public Disclosure:** The Alliance will comply with both the letter and spirit of all public disclosure requirements, including the open availability of its Form 990 tax returns, Form 1023 application for recognition of exemption, and annual independent audits. This policy shall not be construed in any manner so as to prevent the Alliance from disclosing information to taxing authorities or other governmental agencies or courts having regulatory control or jurisdiction over the Alliance. However, all staff, volunteers, and contractors must hold strictly confidential all issues of a private nature, including, but not limited to, all issues explicitly discussed in this policy.

**9. Consequences of Policy Violation:** Violations of the Confidentiality Policy are considered very serious and may result in disciplinary action, up to and including dismissal for employees or contractors or removal from the Board or any committee for volunteers.

### Confidentiality Agreement

For Directors, Trustees (members of county services committees), Contractors, and Employees

*By signing below, I acknowledge that 1) I have received a copy of the Confidentiality Policy; 2) I have read and understand the Policy; and 3) I agree to abide by the Policy to the best of my ability in my role as a volunteer, contractor, or employee.*

I acknowledge and agree that all confidential information and/or grant files, contribution files, donor records, donor lists, charitable gift information, resource development data, manuals, letters, contracts, agreements, notes, notebooks, records, reports, memoranda, and all other Alliance materials, documents, and data used, prepared, or collected as part of my work with the Alliance, in whatever form, are and will remain the property of the Alliance.

Accordingly, I agree that at the end of my relationship with the Alliance, I will destroy or return to the Alliance all Alliance documents and other materials of any kind which constitute or contain any confidential information in my possession or control, regardless of how stored or maintained, including all originals, copies, and compilations and all information stored or maintained on computer, tapes, discs, Email, or any other form of technology.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_