

Join the Ethical Code Program



The *Ethical Fundraising and Financial Accountability Code* (Ethical Code) lays out standards for charitable organizations to manage and report their financial affairs responsibly. The Ethical Code Program authorizes participants to use a *trustmark* that signals to donors that they comply with the Code's fundraising and financial accountability standards. Participation in this voluntary program is open to all registered Canadian charities. Compliance will be monitored through a complaints-based process overseen by the Ethical Code Committee.

How do I join?

To participate in the Ethical Code Program, charities must commit to the guidelines in the Ethical Code and submit the following:

- minutes of the meeting at which your board of directors adopted the Ethical Code,
- your annual financial statements and annual report (if available),
- your most recent T3010A filing,
- signed licence agreement to access the trustmark,
- this application form, completed and signed by a representative of your board of directors and your Executive Director/CEO, and
- a two-year participation fee based on annual revenue from fundraising and earned income.

Once your application is approved, you will be eligible to use the trustmark for a two-year period.

Complaints process

Members of the public, donors and any other stakeholders may make a complaint against any Ethical Code Program participant. Complainants will be encouraged to settle complaints directly with the charity involved. Should this not be possible, the Ethical Code Committee will receive and review complaints and deliver sanctions if necessary. The full process to review and manage complaints is laid out in the *Protocol for Complaints*.

The **Ethical Code Committee** is an independent body that receives and reviews complaints and delivers sanctions if necessary. The Committee is an arms-length body comprised of experts in matters related to fundraising and financial reporting. The Committee can also informally review practices and answer questions related to the Ethical Code.

Annual reporting process

Each year, participants will be required to submit updated financial statements and complete a short report outlining:

- the number/types of complaints received related to the Ethical Code,
- any concerns raised by regulators over the previous year, and,
- confirmation by the Executive Director/CEO that the Code is still in use and that new staff and board members have been provided with a copy.

Sample board resolution

To become an Ethical Code Program participant, your board of directors must pass the following motion as a formal resolution.

“[Name of charity] hereby adopts Imagine Canada's Ethical Fundraising and Financial Accountability Code as its policy. In so doing, members of the board of directors commit to being responsible custodians of donated funds, to exercise due care concerning the governance of fundraising and financial reporting, and to ensure to the best of their ability that the organization adheres to the provisions of the Code. It is hereby confirmed that each member of the board of directors has received a copy of the Ethical Fundraising & Financial Accountability Code and that a copy will also be provided to each person who is subsequently elected.”

The Ethical Code Program is generously supported by:



For more information on the Ethical Code Program please visit www.imaginecanada.ca or email code@imaginecanada.ca

Ethical Code Program Application Form

STATEMENT OF COMPLIANCE

I certify that [Insert full legal name of Charity] _____ is following the guidelines set out in Imagine Canada's Ethical Fundraising and Financial Accountability Code. I acknowledge that if a complaint related to the Ethical Code is made against the Charity, the Ethical Code Committee may review the activities of the Charity. I confirm that the information provided in this application is accurate in all material respects.

SIGNATURES REQUIRED

SIGNATURE OF BOARD CHAIR OR AUTHORIZED BOARD MEMBER	DATE
TYPE OR PRINT NAME	TITLE
SIGNATURE OF EXECUTIVE DIRECTOR/CEO	DATE
TYPE OR PRINT NAME	TITLE

BIENNIAL FEE (Fees are for two years and are based on annual revenue from fundraising and earned income)

ANNUAL REVENUE FROM FUNDRAISING & EARNED INCOME	FEE
<input type="checkbox"/> <\$100,000	\$100
<input type="checkbox"/> \$100,000 - \$500,000	\$350
<input type="checkbox"/> \$500,000 - \$1 million	\$550
<input type="checkbox"/> \$1 million - \$5 million	\$750
<input type="checkbox"/> \$5 million - \$10 million	\$1,000
<input type="checkbox"/> \$10 million - \$50 million	\$2,500
<input type="checkbox"/> \$50 million - \$100 million	\$3,500
<input type="checkbox"/> >\$100 million	\$4,000

PAYMENT METHOD

<input type="checkbox"/> CHEQUE MADE PAYABLE TO IMAGINE CANADA	<input type="checkbox"/> PLEASE CHARGE THE FEE TO MY CREDIT CARD	
<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> AMERICAN EXPRESS
CARDHOLDER NAME		
CARD NUMBER	EXPIRY DATE	
SIGNATURE		

CHECKLIST Have you attached:

<input type="checkbox"/> Minutes of the meeting at which your board of directors adopted the Ethical Code, including the date the meeting took place	<input type="checkbox"/> Your organization's annual financial statements and annual report (if available)	<input type="checkbox"/> A copy of your most recent T3010A filing	<input type="checkbox"/> Two signed copies of the licence agreement	<input type="checkbox"/> Fee
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Ethical Code Program Licence Agreement

Between: Imagine Canada

- and -

(the “Charity”).

This Agreement sets out the terms and conditions for use of the Ethical Code Trustmark by the Charity.

Imagine Canada has developed the Ethical Fundraising and Financial Accountability Code and the Ethical Code Trustmark. Imagine Canada promotes public awareness and adherence to the Code by charities through the Trustmark and the Charity, by way of this Agreement, secures its right to use the Trustmark to publicly identify itself as an adherent to the Code. The parties therefore agree as follows:

1. Terms

- (i) The Ethical Fundraising and Financial Accountability Code (the “Code”) is the set of fundraising and financial accountability standards approved by the Board of Directors of Imagine Canada and published by Imagine Canada.
- (ii) The Ethical Code Trustmark (the “Trustmark”) is the trustmark developed, owned and published by Imagine Canada to promote adherence to the Code by charities and to promote public confidence in charities that are adherents to the Code.
- (iii) The Ethical Code Program (the “Program”) is the Program established by Imagine Canada to promote use of the Code by charities and to promote public awareness of the Code.
- (iv) The Ethical Code Committee (the “Committee”) is the Committee established by Imagine Canada to provide advice to participants in the Program and to the public, to render decisions on compliance issues under the Code, and to make recommendations to Imagine Canada’s Board of Directors with respect to the administration and content of the Code.

2. Licence

Imagine Canada hereby grants a licence to the Charity and consents to the use of the Trustmark by the Charity to market itself to the public as a participant in the Program in Canada. The Charity cannot transfer or assign this license to others.

3. Code Compliance

The Charity has reviewed and understands the standards set out in the Code and agrees to:

- (i) submit a short annual report confirming its commitment to the Code for the following 12-month period,
- (ii) re-apply for use of the Trustmark every two years or to cease using the Trustmark,
- (iii) designate a staff person to deal with complaints related to the Code,
- (iv) develop a mechanism to respond in a timely manner, to complaints related to the Code and
- (v) refer complaints that cannot be settled directly by the Charity to the Committee, in accordance with the Protocol for Complaints.

Ethical Code Program Licence Agreement

The Charity agrees that the Committee may monitor and audit its compliance with the standards in the Code to determine the Charity's eligibility to use the Trustmark. The Charity agrees that it shall, upon request, make available to the Committee all necessary information and records relating to its fundraising and financial practices so a determination of its compliance with the Code can be made, or an allegation of a breach of the Code can be investigated. Imagine Canada may make any such reasonable enquiries of the Charity as are required to determine the accuracy of the Charity's representations. Information or records subject to statutory protection, such as data covered by privacy legislation, shall be exempt from disclosure to the Committee.

Imagine Canada may publish Code interpretations, compliance guidance, or Committee findings on its website. The Charity may review the Imagine Canada website and shall, in any event, be considered to be aware of such information thirty (30) days after its publication on the website.

4. Code Amendments

The Charity is entitled to notice by email of any amendments made to the Code by Imagine Canada. Code amendments will also be promptly posted on Imagine Canada's website. Upon receipt of notice of an amendment to the Code, the Charity shall have ninety (90) days to bring its practice into compliance with the amended Code.

5. Integrity and Quality Control of Trustmark

Imagine Canada may require the Charity to submit samples of its use of the Trustmark for review and may require the Charity to submit any proposed use of the Trustmark to Imagine Canada for pre-approval by Imagine Canada. Imagine Canada has the right, in its sole discretion, to reject any use of the Trustmark. When the Charity receives written notice that its use is unacceptable, it shall immediately cease using the Trustmark in that manner and withdraw any such use in circulation at the time of the notice.

The Charity agrees to immediately inform Imagine Canada of any infringement or misuse of the Trustmark of which it becomes aware. Imagine Canada shall be entitled to take any legal action in connection with the Trustmark as Imagine Canada considers appropriate, including a decision not to take any action, and the Charity shall, when requested by Imagine Canada, do all things commercially reasonable and necessary to assist Imagine Canada in any such legal action. The Charity shall have no right to commence or maintain any legal action with respect to the Trustmark without the prior written consent of Imagine Canada.

6. Indemnification

The Charity agrees to be responsible for its own actions, and agrees to indemnify, and hold harmless, Imagine Canada, its employees and agents from and against all damages, demands, claims and losses of any type, including reasonable lawyer's fees, in connection with, in whole or in part:

- (i) any negligent act, omission, or wilful misconduct of the Charity related to the Charity's fundraising and financial practices,
- (ii) the Charity's failure to comply with the provisions of this Agreement, and
- (iii) the Charity's use of the Trustmark.

The provisions of this paragraph shall survive expiration or termination of this Agreement.

Ethical Code Program Licence Agreement

7. Term and Termination

- (i) This Agreement shall have a term of two years from the date of execution of this Agreement.
- (ii) If the Charity commits a breach of any of the provisions of this Agreement, which breach is not duly remedied and for such other reasons within the sole discretion of Imagine Canada, Imagine Canada shall have the right to immediately terminate this Agreement.
- (iii) If either party shall become bankrupt or insolvent or go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or merger) or shall enter into any arrangements with creditors, the other party shall have the right to immediately terminate this Agreement by notice in writing.
- (iv) Upon notice of termination of this Agreement by either party, the permission to use the Trustmark shall immediately cease and the Charity shall not make any further use of the Trustmark, and shall withdraw from circulation any existing use of the Trustmark. All provisions of this Agreement which expressly or by implication are intended to survive expiration or termination of this Agreement, shall survive expiration or termination of this Agreement. The termination rights in this Agreement shall be in addition to, and not in substitution for, any other remedies that may be available to a party under this Agreement.

8. Website Publication

The Code or Committee materials published electronically by Imagine Canada shall be made available for access on the Internet at www.imaginecanada.ca.

9. Notice

All notices required under this Agreement to a party shall be in writing and delivered, posted by first-class prepaid mail, or sent by facsimile or e-mail addressed to the primary contact identified on the Ethical Code Program Application Form.

The parties have executed this Agreement.

<p>NAME OF CHARITY</p> <hr/> <p>SIGNATURE</p> <hr/> <p>NAME</p> <hr/> <p>TITLE</p> <hr/> <p>DATE</p> <hr/> <p style="text-align: center;">I have authority to bind the Charity.</p>	<p>IMAGINE CANADA</p> <hr/> <p>SIGNATURE</p> <hr/> <p>NAME</p> <hr/> <p>TITLE</p> <hr/> <p>DATE</p> <hr/> <p style="text-align: center;">I have authority to bind Imagine Canada.</p>
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Please submit two original signed copies of the license agreement with your application. One copy will be returned to you when the trustmark is issued.