



Date: February 15, 2016

To: FNPS Board of Directors

From: FNPS Donor Policy Ad Hoc Committee Members

RE: FNPS Donor Policy

Dear FNPS Board of Directors,

The Donor Policy Ad Hoc Committee was tasked with developing a Donor Policy for the Florida Native Plant Society (FNPS) in June 2015. We are currently at an impasse. The committee members listed disagree with the Committee Chair on the wording and intent of the Policy. Everyone agreed, to ensure that all voices are heard, that the Committee will forward (2) policies to the Board for their review and use. One from the Committee and one from Committee Chair, Devon Higginbotham.

The Draft Policy recommended by the Committee (attached below and on the Forum) includes tighter language guiding FNPS decision making towards individuals and Corporate Donors that are “not in conflict with the FNPS mission”, etc. We believe, as a non-profit, the decision to steer clear of controversy and controversial corporations should be paramount.

The Policy recommended by Committee Chair, Devon Higginbotham, (on the Forum) has broader language to allow for the Board to consider entities such as Mosaic Mining and others to be donors. Through research, Devon has found that other conservation oriented groups take money from Mosaic and would like to recommend that the FNPS look into accepting a donations from Mosaic mining, developers and other similar entities with stipulations that they show some kind of measureable improvement, such as improving the reclamation process or planting more native plants and monitor their progress.

We Committee members feel that the FNPS is not in a position to comment on or recommend improvements to reclamation processes or monitor ecological/planting improvements for corporations. We feel that more effort should be placed on taking the time to find donors that fit comfortably within our mission rather than take “easy” money from corporations that have a history of wanting to be associated with organizations like ours to “greenwash” their activities.

We request that the Board of Directors consider both documents when discussing and making final decisions about the FNPS Donor Policy and who to associate with.

Knowing that the Board will discuss and weigh options in a democratic process, **we will support any decision that the Board makes.**

Respectfully Submitted,

Donor Policy Committee Members,

**Candace Arnold
Constance Price
Lucy Keshavarz
Karina Veaudry
Ray Wunderlich III
Stacey Matrazzo**

PROPOSED DONOR POLICY ON NEXT PAGE



FLORIDA NATIVE PLANT SOCIETY DONATION, SPONSORSHIP AND ENDORSEMENT POLICY

MISSION STATEMENT

The mission of the Florida Native Plant Society (FNPS), a not-for-profit 501(C)3 organization incorporated under the laws of the State of Florida, is to promote the preservation, conservation and restoration of the native plants and native plant communities of Florida.

PURPOSE

FNPS encourages the solicitation and acceptance of donations, sponsorships and endorsements to advance FNPS' ability to successfully achieve its mission. The Donor Policy document will ensure that our mission statement is utilized as a guiding principle as potential donors are reviewed and that the process will improve our credibility, integrity and reputation; our greatest assets.

The following guidelines will be used by the FNPS Board of Directors, FNPS contractors and by the governing body of individual chapters to evaluate potential donations, gifts, sponsorships and endorsements solicited by or offered to FNPS and FNPS chapters.

All such donations, gifts, sponsorships and endorsements must benefit FNPS and produce lasting, measurable outcomes that are aligned with the FNPS mission. FNPS may refuse acceptance of those donations, gifts, sponsorships or endorsements that will not advance the FNPS mission, or that may impugn the reputation and/or standing of FNPS.

FNPS's reputation as a credible organization utilizing science-based research must be considered when deciding on what type of donor/sponsor FNPS would like to be associated with and bear our name with theirs as they advertise and market the donation/sponsorship.

The Donor policy is also designed to ensure that FNPS remains in compliance with all legal restrictions imposed on the acceptance of donations by not-for-profit organizations. This policy will be available on FNPS' website and any request for sponsorships will be publicly advertised.

DEFINITIONS

- A. "Donor/Sponsor" shall mean any individual, corporation or entity that enters into a donation/sponsorship agreement with FNPS.

- B. “Donor/Sponsorship Agreement” shall mean a contractual agreement that establishes an exchange of benefits between FNPS and a donor/sponsor for a specified period of time.
- C. “In-kind Sponsorship” shall mean a sponsorship received in exchange for goods and/or services rather than cash.
- D. “Request for Sponsorship” shall mean an open and competitive process whereby third parties may express their interest in participating in sponsorship opportunities with FNPS. Requests for sponsorships should include a summary of the sponsorship opportunity, benefits for participation, and a description of outcomes.
- E. “Endorsement” shall mean an expression of approval and/or support (financial or non-financial) by FNPS of an event, organization, business, corporation, product, or service.
- F. “Endorsement Agreement” shall mean a contractual agreement between FNPS and another individual, organization, business, or corporation that defines the criteria, terms and limits of an endorsement by FNPS for a particular organization, business, corporation, event or product.

ELIGIBILITY AND CRITERIA FOR DONORS/SPONSORS

- A. FNPS’ reputation as a credible organization utilizing science-based research must be considered when deciding what type of donor/sponsor with which FNPS would like to be associated. The benefit of accepting a donation or sponsorship should always be weighed against any potential costs or risks to FNPS.
- B. The donor/sponsor organization’s mission, policies and procedures cannot be in conflict with or contradictory to FNPS’ mission, values, philosophy and strategic plan and not likely to cause adverse public scrutiny of FNPS.
- C. The donor/sponsor’s reputation, policies, and practices must not present a material risk to FNPS’ reputation or its ability to achieve any of its mission, goals, and objectives, or obtain other sponsorships. These risks include environmental risks; human rights violations or similar abuses by the corporation; prosecution of the corporation for illegalities; regulatory compliance failures; reputation; actions not in line with a healthy ecosystem; or a highly-publicized controversy related to the corporation.
- D. Donation and sponsorship arrangements will only be made with individuals, companies or entities that are in good standing and not involved in a legal action within their industry.
- E. In general, the following industries and products are not eligible for donations or sponsorships with FNPS:
 - 1. Any entity advocating for a particular political party or candidate.
 - 2. Companies whose income is substantially derived from the sale of tobacco, firearms, or other potentially controversial products, practices or services.

- F. FNPS reserves the right to refuse donations and sponsorships from any donor/sponsor engaged in business practices or other activities that are in conflict (real or perceived) with FNPS' mission or that may impugn the integrity of FNPS.

DONOR / SPONSORSHIP AGREEMENT

- A. The FNPS Board of Directors has final approval of all donors/sponsors and business interactions.
- B. A contractual agreement will define the terms of the sponsorship (e.g., project/event details, timing, limitations and recognition provided to the donor/sponsor).
- C. The agreement shall ensure that sponsorships are recorded, allocated, and used according to a mutually decided upon donor intent and designation. The agreement will have a set time period and will list all obligations on the part of FNPS and the sponsor. The obligations will end upon the termination of the agreement unless otherwise specified in the agreement.
- D. FNPS will retain control over any FNPS program/event as well as operational matters relating to the project/event. Any influence donors/sponsors will have over operational matters or decision-making related to a project/event will be at the discretion of FNPS. FNPS undertakes to ensure that all donors, sponsors, and partners understand that the donor/sponsorship agreement will have no impact on FNPS policies, practices, management, management of programs/projects, material selection, and purchases.
- E. Sponsors will be provided with a level of recognition commensurate with their contribution. Recognition shall be in conjunction with, but not limited to, the program, event, or service being supported by the sponsor.
- F. Certain partnership agreements may entitle a sponsor to exclusivity. In all other cases, a sponsor may not limit FNPS' ability to enter into other sponsorships.
- G. FNPS will disclose the identities of donors/sponsors with whom it engages and the nature and purpose of all such relationships.
- H. "Naming Rights" shall mean a type of sponsorship in which an individual, corporation or entity purchases the exclusive right to name a whole asset or venue. The naming of a component of an asset or venue (e.g., a conference session, conference event, conservation grant, research grant, etc.) is not considered to be naming rights. Sponsorship naming rights are considered in the commercial context only, where the naming right is sold or exchanged for significant cash or other revenue support for a limited time. This arrangement must be documented in an agreement signed by the interested parties and shall have a specified end date to the contractual obligations. FNPS reserves the right to name a whole asset or venue for an individual, corporation or entity that has over time contributed greatly to the fulfillment of FNPS mission through advocacy or in-kind services or the contribution of cash or other assets without asking for any recognition or benefits in return.

- I. In order to ensure editorial integrity, FNPS has established the following principles to guide the acceptance and display of donor/sponsorship advertising/promotion in association with its content:
 1. FNPS shall have discretion in determining the extent of donor/sponsor advertising/promotion and shall reject donor/sponsor advertising that does not comply with the standards set forth in this policy.
 2. All advertising graphic designs must be submitted in sufficient detail to determine content and final general appearance to the relevant administrator for review and approval before application. FNPS reserves the right to reject or request changes to any donor/sponsor advertising graphic designs.
 3. Acceptance of a donor/sponsor advertising or promotion will not imply endorsement of the sponsor's products and/or services.
 4. FNPS will not knowingly advertise any products or services that are harmful to native plants, native plant communities, human health or wildlife health.

ENDORSEMENTS

- A. Donations and sponsorships do not imply endorsement of products or services by FNPS. A sponsorship does not automatically imply any exclusive arrangement with FNPS.
- B. FNPS will not promote or endorse corporate products without approval by the FNPS Board of Directors.
- C. Acceptance of a donation or sponsorship does not imply permission for the donor/sponsor to use the FNPS name or logo for donor/sponsor purposes. Use of the FNPS name and logo shall be through a written agreement after approval by the Sponsor/Donor Committee. The written agreement will include a summary of usage the logo and a timeframe of usage. This must be specifically applied for, reviewed by the Board of Directors, and a contractual agreement written outlining the specific use and a time limitation.
- D. A contractual agreement spelling out the nature and limitations of the endorsement along with a time limit shall be produced.

CHARITABLE TAX RECEIPTS

Charitable receipts will be issued for sponsorships where the sponsor receives a benefit such as advertising or promotion in excess of their donation. FNPS will issue an appropriate receipt to its donors/sponsors for tax purposes.

RIGHT TO TERMINATE

FNPS will continuously evaluate the impact of its work with individuals, corporations, foundations, and entities and may discontinue donor/sponsor and/or endorsement agreements if the benefits received are inadequate or if a conflict of interest is perceived. FNPS will retain its unilateral right to terminate a sponsor or endorsement agreement for reasons relating to actual or potential harm to FNPS' reputation; failure of contracted individual or entity to comply with legal requirements; breach of the agreement by the donor/sponsor/endorsee; and/or misuse of FNPS' intellectual property including the FNPS name and logo.