



Policy on Relationship with Third Parties & Fundraising

Updated, March 2009

INTRODUCTION

Greenpeace places a high value on its independence. In whatever Greenpeace does, maintaining this independence cannot be compromised.

Greenpeace supports relationships with third parties that further the aims of Greenpeace, that help environmental solutions succeed in the market place, or that help to reach out to the public, as long they do not compromise the independence of Greenpeace.

The independence of Greenpeace may be compromised by:

Any kind of relationship with third parties that limits the independence of expression of Greenpeace;

- Direct financial benefit for Greenpeace from governmental bodies, political parties or corporations;
- Undue financial benefit for the third party as a result of the relationship.
- If in doubt, and if there could be a justified perception that Greenpeace risks its independence, we do not start or maintain a relationship with a third party.

This policy provides guidance to all decisions and also specifically addresses some recurrent situations.

1. GENERAL STATEMENT OF PRINCIPLES

1.1 Principles

1.1.1 Greenpeace is an independent, non-violent organisation. It relies upon the voluntary donations of individual citizens and grant support from foundations to fund its work.

1.1.2 Greenpeace does not solicit or accept funding or cash donations from governments, corporations, political parties or multi-national governmental bodies such as the United Nations or the European Union.

1.1.3 Greenpeace does not seek or accept donations that could compromise its independence, aims, objectives or integrity.

1.1.4 Greenpeace reserves the right to refuse any donation.

All relationships with third parties should therefore:

- Protect Greenpeace's independence, while providing a framework within which the organisation can raise and maintain a sustainable income.
- Be compatible with Greenpeace's environmental aims.
- Be compatible with Greenpeace's public image as an active, independent, international and credible organisation.
- Take into account the possible effects on one Greenpeace office of activities conducted by another.
- Protect the use of the Greenpeace name.
- Contribute to the advance of our mission.

1.1.5 Our donors are our most valuable asset and mechanisms must be in place to ensure accountability towards them through transparency and high reporting standards.

Greenpeace subscribes to the ethical fundraising policy principles as defined in the **INGO Accountability Charter**:

- respect for universal principles
- independence
- responsible advocacy
- effective programmes
- non-discrimination
- transparency
- good governance
- ethical fundraising
- professional management

2. RELATIONSHIP WITH THIRD PARTIES

2.1 Campaign-driven relationships

2.1.1. Alliances with other civil society groups shall be encouraged as long as they have a significant potential for winning our priority campaigns, and/or strengthen our reputation with civil society and contribute to our mission. When entering into such an alliance, a cooperation agreement / memorandum of understanding shall be made outlining the goal of the alliance, the timeframe and the obligations and responsibilities.

2.1.2. Initiatives with business and governments - even unusual ones – can be encouraged as long as they have a significant potential for succeeding in one of our priority campaigns (e.g. in promoting Breakthrough Solutions). These joint initiatives are time limited and must not compromise our values and our credibility. If in these relationships a third party is allowed to use our logo, this permitted use shall be restricted to the relevant territory, a relevant time frame and the relevant campaign. Where EU-wide or global repercussions might occur, permission has to be given by the International Executive Director (IED). In all cases of purely national relevance the Executive Director (ED) of the National or Regional office (NRO) can decide, but is obliged to consult the IED beforehand.

2.1.3 We may encourage positive business initiatives (products, services, technologies and labels), but do not label or co-brand.

2.1.4 We can use our logo for joint initiatives with other NGOs which serve the purpose of our programme and are in line with our values.

2.2. Communication by third parties about Greenpeace

2.2.1 Approval of communication by third parties about Greenpeace if applicable, is the responsibility of the national offices for their territory and of Greenpeace International for the organisation as a whole. Decision processes are to be made explicit on national office and Greenpeace International levels.

2.2.2 Greenpeace International (GPI) encourages all National and Regional offices (NROs) to ask their suppliers to agree to confidentiality regarding any agreement with Greenpeace as a customer. The use of Greenpeace testimonials in support of specific pieces of work done for Greenpeace, or to be listed as a customer of one of our suppliers on a website or in a brochure is acceptable, but needs to be decided on a case by case basis by the national Executive Director, and in cases of international significance, by the International Executive Director.

In these cases Greenpeace will normally only allow the use of our logo by suppliers in the following circumstances:

- (a) if this cannot be avoided, or if this can be expected to benefit Greenpeace in a way other than financial; and
- (b) with reasonable restrictions regarding (i) the territory of the NRO involved, (ii) the time frame and (iii) a reference to the work/service delivered.

2.3. Use of Greenpeace's name for commercial purposes

2.3.1. Greenpeace businesses

Our business is to campaign for the environment. Running a business under the Greenpeace name, or (sub) licensing to companies founded or controlled by Greenpeace for the use of the name or logo of Greenpeace, is restricted to cases where there is potential for significant campaign success. Where EU-wide or global repercussions might occur, permission has to be given by the IED. In all cases of purely national relevance the NRO ED can decide, but is obliged to consult the IED beforehand.

2.3.2. Greenpeace entities

Existing entities under the Greenpeace name that have been established due to legal or tax requirements can continue. Future ones need the approval of the IED and have to comply with this policy.

2.3.3 Sublicensing

All merchandise and sublicensing agreements undertaken by a National / Regional office, or via a third party on their behalf, will comply with other Greenpeace policies on licensing, clean production, brand association, and the use of brands and trademarks.

2.3.4 Advertising

Greenpeace seeks to avoid adverts being placed alongside companies which may not share Greenpeace's values. However, it is accepted that in some instances (particularly online advertising), such placing can be random and unavoidable. In case of undesired placing, the Greenpeace office concerned shall take action.

2.3.5 Events

There may be requests to use the Greenpeace logo, or that Greenpeace is recognised as a beneficiary at events, and in accompanying materials. Such recognition is acceptable, provided the event is not directed by, or designed primarily to benefit a company.

2.3.6 E-business

The above also applies for e-commerce and web cooperation between Greenpeace and third parties.

2.4 Internal communication on relationships with third parties

When a Greenpeace entity engages in interaction with a multi-national player, that entity has the responsibility, prior to the interaction, to communicate internally with all Greenpeace entities that reasonably can be expected to be affected by the interaction. In all cases GPI should be given prior information in order to keep an overview and identify potential conflicts.

3. FUNDRAISING

3.1 Codes of Conduct

3.1.1 All Greenpeace offices and their suppliers when acting for Greenpeace, agree to conduct their fundraising within the professional codes of conduct promoted by the appropriate fundraising, marketing and advertising institutes that operate in their country.

Gifts/donations

Greenpeace does not seek or accept financial donations from corporations or governments. Corporations are defined as profit making legal entities that exist independently of individual(s).

However, the following specific relationships are acceptable:

3.2. Gifts in kind

3.2.1 Receipt of gifts in kind – material support or services - from corporations are acceptable provided the gift would not compromise the independence of Greenpeace campaign activities. They should be true donations, not be used for marketing purposes, nor be in exchange for sponsorship acknowledgement and should not jeopardize Greenpeace's credibility. Gifts in kind may be simply acknowledged by Greenpeace or by the donating organisation. Receipts for true value of such gifts may be provided by Greenpeace. Sponsorship from one company to another with the intention to offer a gift in kind to Greenpeace is not acceptable.

3.2.2 Free advertisement space is acceptable if this does not jeopardize Greenpeace's credibility.

3.2.3 Workplace giving is acceptable if this does not jeopardize Greenpeace's credibility.

3.2.4 Any gift in kind requires an approval of the (International) Executive Director of the receiving national office (or Greenpeace International). For the sake of transparency, any gift in kind with a value exceeding EUR 10,000 should be made public in the annual report.

3.3 Fees for services

Greenpeace and its employees do not perform paid services as consultants, or in similar duties to other entities. Greenpeace staff may not accept gifts or entertainment of the type that could be considered as a financial incentive in the specific circumstances. Speaker's fees are acceptable, as long as they are not paid directly to the employee but to Greenpeace. If in doubt, staff are required to inform and consult with their line manager.

3.4 Product/services sales

3.4.1 Receiving portions of proceeds from product/services sales are acceptable if they do not jeopardize Greenpeace's credibility and are customer/donor driven. This means that the

customer/donor takes the decision and is aware that part of his purchase is going to Greenpeace. The commercial conditions for this should be outlined in a (license) contract.

4.3.4 Where supporters/members names are 'exchanged' with 'like-minded organisations' such as other NGO's, then the supporter/member is given the prior option to 'opt-out' of such activity. Their decision not to participate in an exchange will be flagged on their donor record.

3.4.2 The products/services should match the international merchandise/license criteria.

3.4.3 Lotteries are an acceptable source of income because they are consumer driven. They can be lotteries in our own name or third party lotteries that reserve a substantial part of the turnover for good causes. To guarantee the ethical standards of these lotteries, they should be controlled by an independent body.

3.5 Gift matching

Where a company agrees to match an individual's gift, the individual's gift will be acceptable, the company's gift is not.

3.6 Events

It is acceptable for Greenpeace to receive funds when it is recognised as a beneficiary at events, provided the event is not designed primarily to benefit a company.

Guiding conduct principles

4.1 Honesty and integrity

4.1.1 Funds are only raised on the basis of actual or planned campaigns, or other activities undertaken or supported by Greenpeace.

4.2 Financial openness

4.2.1 Greenpeace is open and accountable to its supporters, the public, media and regulatory bodies on how its income is raised and spent and the proportion of expenditure committed to all areas of its activities, including fundraising. Furthermore, anyone who requests a copy of the National or International audited accounts and/or annual report should receive the documents free of charge or at a reasonable cost for reproduction and postage.

4.3 Data protection and data management

4.3.1 All Greenpeace offices and their suppliers when acting for Greenpeace will comply with the data protection legislation applicable in their national or regional boundaries and register with the appropriate data protection authorities where required by law.

4.3.2 All Greenpeace offices comply with supporter/members requests to receive no further mail or contact from the organisation. This is flagged on their data record.

4.3.3 Supporters/members names are not 'sold' or 'rented' to third parties.

4.4 National boundaries

4.4.1 Fundraising activity can only be initiated by a Greenpeace National Regional Office (NRO) or Greenpeace International (GPI) within the territory of another national office, with the prior consent or agreement by signed approval of both the National Office that is home to the (fundraising) and the GPI Fundraising Director. All such applications would be subject to the Greenpeace Transnational Fundraising guidelines.

4.4.2 Fundraising appeals in the International media (e.g. CNN International, International Herald Tribune) are the responsibility of GPI. All data coming from such appeals from countries where an NRO exists, has to be offered to the respective NRO in order to follow up with FR efforts.

4.4.3 Unsolicited un-earmarked gifts made direct to an NRO from a donor who may be resident in another country fall within the TEFRR guidelines, and would be considered simple direct income to the recipient country which would have no benefit to the other country from which the gift originates.

4.5 Fundraising and children

4.5.1 Where laws exist relating to the maintenance of data records of, and/or fundraising from children Greenpeace agrees to comply with all such laws.

4.6 Restricted and unrestricted funds

4.6.1 We raise funds for Greenpeace. People give to Greenpeace to protect the environment, wherever that may be in the world. National offices may use examples of such work, even if that particular office does not directly or indirectly pay for or directly participate in that illustrative campaign.

4.6.2 Greenpeace uses the work of the whole organisation, its campaigns, the countries we operate in and the problems we seek to address in an "illustrative" manner to our supporters in order to raise funds.

4.6.3 For the majority of its fundraising activity Greenpeace does not actively seek "restricted" or "designated" funds, which put a legal and/or moral obligation to spend it on a specific project or country.

4.6.4 Any appeal for funds that imply a 'restriction' on the "contribution" paid by a national/regional office to GPI requires the formal agreement by GPI in advance of the appeal.

4.7 Exceptions to the policy on restricted funds

There are, however, a number of cases where exceptions may be necessary such as:

4.7.1 Where the national law governing charities/not for profit organisations demands that all funds are raised and spent in relation to specific restricted projects.

4.7.2 Where it is clearly the stated wish of the donor that the funds should be applied in a specified i.e. 'restricted' manner. In the final instance Greenpeace retains the right to refuse a gift on the grounds of any "unreasonable" restrictions placed upon it.

4.7.3 Where the only access to such funds is on the basis of a clearly defined project with a specified budget, time limit. This will almost certainly apply in the case of funds sought and received from Foundations and Charitable Trusts.

4.7.4 For appeals to supporters, major donors and foundations for "capital projects" that clearly require funds outside of the annual operating budget of the organisation.

4.7.5 Greenpeace will only accept "restricted funds" as long as the projects and programs presented to an individual or foundation form part of an existing or planned work program that has been approved by the Regional/National Office ED or IED. Where possible funds should be sought for the duration of the project, particularly with reference to salaries and overhead costs.

4.8 Foundations and charitable trusts

4.8.1 Greenpeace does not seek or accept funds from Foundations which attach unreasonable conditions or constraint upon Greenpeace activity.

4.8.2 Greenpeace will provide the financial, programmatic, periodic and final reports to a foundation as specified as a condition of receiving a grant.

4.8.3 Neither a Greenpeace NRO nor GPI may approach a Foundation located within the territory of another Greenpeace National Office for funds, without the prior agreement by signed approval form of both the National Office that is home to the Foundation and the GPI Fundraising Director. All such applications would be subject to the Greenpeace Transnational Fundraising guidelines.

4.8.4 In many cases, it may be more appropriate for GPI to make the approach to major foundations on behalf of a Greenpeace NRO or GPI. This would require prior agreement by signed approval form from the host country for the Foundation. All such applications would be subject to the Greenpeace Transnational Fundraising Guidelines.

4.8.5 GPI will maintain a central record and database of all transnational applications to and responses from Foundations to all Greenpeace NROs and GPI on behalf of the whole organisation. This will serve as a record and resource for future applications.

4.8.6 Greenpeace does not solicit or accept funds from foundations which currently receive their income from political parties.

4.8.7 Greenpeace does not solicit or accept funds from foundations funded and controlled by governments unless the funds form less than 50% of a pooled income fund (i.e. where a group of foundations contribute a grant to form a separate funding vehicle usually focusing on a particular issue or geographical region).

4.8.8 Greenpeace does not solicit or accept funds from foundations funded and controlled by organisations such as the European Union or the United Nations unless such funds form less than 50% of a pooled income fund.

4.8.9 Greenpeace does not accept funds from foundations which are principally established as conduits for corporate giving.

4.9 Gift screening

4.9.1 Greenpeace National/Regional Offices and GPI screen all gifts of €5,000 and above to ensure they do not conflict with Greenpeace’s Fundraising Principles and Policies. Each NRO has the right to set its own screening level below €5,000.

4.9.2 Greenpeace reserves the right to screen any gift, irrespective of size.

4.9.3 Screening means that a check is made to ensure that the gift has been donated in a way or by a party which would not contravene the organisation’s principles as stated in this policy. Such gifts when identified will be rejected.

4.9.4 The National/Regional Office Executive Director or in the case of GPI the International Executive Director is responsible for the final decision on whether to accept or reject any gift.

4.9.5 For detailed guidelines about gift screening please refer to GPI Financial Procedures

4.10 National / regional office fundraising director appointments

4.10.1 In the case of an NRO undertaking the appointment of a Fundraising / Marketing Director, the Executive Director is advised to fully involve the GPI Fundraising Director or his/her representative.

4.11 National office annual marketing plans and budgets

4.11.1 Within the ODP process, each National / Regional Office will submit to the GPI Fundraising Director its annual and three-year fundraising strategies for all fundraising and merchandising entities complete with budgets, for review, comment and recommendations by the GPI Fundraising Director or a member of his/her team, or other senior experienced Greenpeace Fundraising Director designated by the GPI Fundraising Director.

4.12 Summary of sources of gift - acceptance / rejection

V Acceptable

X Not Acceptable

	CASH (donations)	GIFTS IN KIND
Corporate	X	V
Major Donors	V	V
Foundations	V	V

Quasi Government	V	V
EC	X	X
UN	X	X
UN managed foundations	X	X
Political parties	X	X

4.13 Online giving

In the case that donors are recruited from another NRO's country through online fundraising by an NRO or GPI, the donors' details should be returned to the country in which the donor lives to be cultivated by that NRO 1) if that is legally possible and 2) if this is in accordance with the donor's wish. The initial donation remains with the NRO (or GPI) whichever first received the donation.

4.14 Legacy Fundraising

The giving of a legacy is private and we undertake to respect that privacy with all our legacy prospects.

There is no need for us to know about the legacy intentions of any prospect. We therefore will only ask a legacy prospect to respond if they want to tell Greenpeace their intentions.

We undertake to follow ethical and regulatory guidelines issued by national fundraising professional associations to ensure that legacy information is promoted in a way which adheres to best practice.

We will promote stories of people who have left legacies in a way which maintains the privacy of the person who has left us a legacy, unless we have the express permission of that person (and if appropriate their family) to promote their generosity.

We will only divulge the names of living people who have included Greenpeace in their Will if they have given us the express permission to do so.

We will make every effort to fulfil any special requirements supporters might have concerning the use of their legacy.

We recognise that every person has the right to change their mind even if they have told us that they have included Greenpeace in their Will

We respect the decisions of our supporters to give the type of legacy they want to give.

We respect the fact that the decision to include Greenpeace in a Will should be made as and when the prospect wants to make this decision – in their own time.

Greenpeace is committed to making the world a better place – and legacies play a vital role in funding this work. We want to give every supporter the opportunity to help make a difference through their Will if they want to.