

**Bermuda Community Foundation  
Declaration of Compliance and Commitment to Due Diligence**

1. My attention has been drawn to Section 8 of The Charities Act, 1978 which obliges the treasurer or other person having supervision of the accounts of a registered charitable organisation to submit a true copy of those accounts to the Registrar General within six months of the end of each financial year of the organisation.
2. My attention has also been drawn to Section 4 of the Registration of Charities Regulations, 1980 which obliges the secretary or other persons having custody of the records of a registered charitable organisation to notify the Registrar General of any alterations in the particulars of the organisation (change of name, change of officers, amendments to the constitution etc.), and that such notification must be filed within thirty days of the alteration.
3. Our organisation is controlled and operates independently from any other organization.
4. Our organisation is not related (other than by association) through common membership, governing bodies, trustees, officers, etc. to any other charity or nonprofit organisation.
5. Our business (programmes, funding, investments, etc.) is carried on primarily in Bermuda.
6. Our organisation is not registered in any other country (as a charity or otherwise).
7. Our organisation does not permit any or all of its income or assets to be distributed to, or applied for the benefit of, a private person or non-charitable organisation other than as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which our organisation has purchased.
8. Our organisation has no shareholders or members who have an interest in the income or assets of the organisation.
9. In the event that our organisation were to be liquidated or dissolved, all its assets would be distributed to another not-for-profit organisation for charitable, religious, scientific, literary, or educational purposes, or to a government agency.
10. Our activities do not feature a political party, a religious organisation or an individual.
11. Disclosure of Your Personal Information and Financial Information in Compliance with Laws:  
We are aware that BCF may release your personal information or financial information when BCF believes it is necessary to comply with laws or regulations, to assist law enforcement, to enforce the terms under which you transacted with BCF, or to protect the rights, property or safety of BCF, users of the Site or others.
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15. Shared Outcome Measurement:
  - a. You are participants in the Shared Outcomes Measurement Systems pilot facilitated by the Youth Development Zone
  - b. You agree to provide BCF and its donor-funder affiliates access to your performance data (outcomes, shared outcomes and performance report against others)?

**I agree that I have read and understood the above and we are ready to proceed**

\_\_\_\_\_  
**Grantseeker/ Representative**

\_\_\_\_\_  
**Agency / Organisation name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**