

上海纽约大学教育发展基金会制度

NYU Shanghai Education Development Foundation PROCEDURE

名称：捐赠接收、管理、使用流程管理办法

Title: Procedure for Receiving, Managing, and Use of Donations

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取代：上海纽约大学教育发展基金会捐赠接收、管理、使用流程管理办法（2017 版）

Supersedes: Measures for Receiving, Managing, and Use of Donations by NYU
Shanghai Education Development Foundation (2017)

发布授权人：理事会

Issuing Authority: Board of Directors

负责人：基金会秘书长

Responsible Officer: Secretary

相关制度：《公益事业捐赠统一票据内部管理制度》、《实物捐赠管理办法》、
《校园空间冠名管理制度》、《重大投资决策流程》

Related Policies: Procedure for the Internal Management of Vouchers for Public Welfare
Donations, Measures on Managing Gifts-in-Kind, Procedure for Naming University Space,
Major Investment Decision-Making Procedure

第一章 总则

Chapter I: General Provisions

第一条 为广泛筹集社会各界的支持和捐助，推进教育事业和社会公益事业的发展和建设，上海纽约大学教育发展基金会根据《中华人民共和国慈善法》、《关于慈善组织开展慈善活动年度支出和管理费用的规定》、《中华人民共和国公益事业捐赠法》、《基金会管理条例》、《关于规范基金会行为的若干规定（试行）》等法律法规和《上海纽约大学教育发展基金会章程》，制定捐赠接收、管理、使用流程管理办法（下称“本办法”）。

Article I. The Procedure for Receiving, Managing, and Use of Donations by NYU Shanghai Education Development Foundation (hereafter referred to as the “Procedure”) have been formulated by the NYU Shanghai Education Development Foundation in order to gain widespread support from the community to promote educational development and public welfare, and are based on Chinese laws, including the “Charity Law of the People’s Republic of China”, “Provisions on the Annual Expenditures for Conducting Charitable Activities and Administration Expenses of Charitable Organizations”, the “Law of the People’s Republic of China on Donations for Public Welfare”, “Regulations on Administration of Foundations”, “Several Provisions on Regulating Behavior of Foundations (for Trial Implementation)”, and the NYU Shanghai Education Development Foundation Articles of Association.

第二条 本办法适用于面向上海纽约大学教育发展基金会（以下简称“基金会”）的所有捐赠。

Article II. The Procedure apply to all donations to the NYU Shanghai Education Development Foundation (hereafter referred to as the “Foundation”).

第三条 本办法所称的捐赠，是指面向基金会的以货币、实物、房屋、有价证券、股权、知识产权等各种形式的无偿赠与。

Article III. The term “donation” refers to all forms of voluntary donations to the Foundation, including currency, gifts-in-kind, housing, securities, stocks, intellectual property, etc.

第四条 基金会为公募基金会，其主要收入来源在其章程中规定，且目前包括：

- （一）发起人捐赠、资助的创始财产；
- （二）自然人、法人或其他组织自愿捐赠；
- （三）核准的业务范围内开展活动或提供服务的收入；
- （四）投资收益；
- （五）其他合法收入。

Article IV. The Foundation is a private foundation, whose major sources of revenue are set forth in its Articles of Association and currently include:

- (1) Original property that the sponsor donated or funded;
- (2) Voluntary donations from natural persons, legal persons or other organizations;
- (3) Income from activities or services within the provisions of the approved scope of business;
- (4) Gain from investment;
- (5) Other legitimate sources of income.

第五条 根据基金会的资助特点，捐赠所得将主要用于以下方面：

- （一）支持教育、科研和其他教学活动；
- （二）奖励优秀教师和学生；
- （三）资助贫困学生；
- （四）支持和鼓励学术交流与合作；
- （五）支持校园建设；
- （六）支持符合本基金会宗旨的其他基金项目；
- （七）开展基金会的日常工作。

Article V. According to the Foundation's funding characteristics, donation proceeds shall mainly be utilized for the following purposes:

- (1) Support education, research and other teaching activities;
- (2) Reward excellent teachers and students;
- (3) Aid students in poverty;
- (4) Support and promote academic exchange and cooperation;
- (5) Support campus construction;
- (6) Support other programs that align with the Foundation's mission;
- (7) Carry out the Foundation's daily operations.

第二章 捐赠原则

Chapter II: Donation Principles

第六条 平等自愿。捐赠应在双方协商一致、捐赠完全自愿的基础上进行。接受捐赠并不意味着基金会支持或赞同捐赠人的观点、意见、事业或其他活动，尽管基金会在确定是否接受特定捐赠时可能会考虑这些因素。

Article VI. Equal and voluntary. Donations should be based on mutual agreement and be given on a completely voluntary basis. The acceptance of a gift does not imply or mean that the Foundation endorses or approves of the donor's views, opinions, businesses or other activities, although the Foundation may take such views, opinions, business or other activities into account when determining whether or not any particular gift should be accepted.

第七条 避免利益冲突。捐赠双方不得以捐赠为名进行利益交换。基金会将尽最大努力协调接受来自捐赠人的慈善捐赠。根据基金会及上海纽约大学（“学校”）的裁定，以下类型的捐赠将不予接受：

Article VII. Avoid conflict of interest. The two parties involved in the donation process shall not exchange favors in the name of charitable donation. The Foundation will make every effort to accommodate and accept charitable gifts from donors. However, it will not accept gifts that, in the judgment of the Foundation and NYU Shanghai (the “University”):

1) 意图影响上海纽约大学任一项目的录取流程和决定；

Are intended to influence the admissions process to any part of NYU Shanghai;

2) 与学校的任一政策违背或相冲突；

Violate or conflict with the terms of any University policy;

3) 违反任何法律，包括捐赠资产以非法手段获取的情况；

Violate any law, including if the donated asset was acquired by other than legal means;

4) 目的限制过于严格，或可能损害学校整体/师生的学术自由；

Are too restrictive in purpose, or may compromise the academic freedom of the University community;

- 5) 可能对学校带来不当或无法接受的财务、法律、环境、行政或其他风险或负担;
Could impose undue or unacceptable financial, legal, environmental, administrative, or other risks or burdens on the University;
- 6) 用于不符合学校使命的目的;
Are for purposes that do not further the University's mission;
- 7) 可能损害学校的声誉, 或与学校的价值观相抵触;
Could damage the reputation of the University, or are contrary to the University's values;
- 8) 可能危及基金会的免税状态;
Could jeopardize the Foundation's tax-exempt status;
- 9) 在募集捐赠时未披露权益交换的公平市场价值, 并为捐赠者提供礼品或服务作为回报的捐赠; 或
Provide a donor with goods or services in exchange for the gift where the fair market value of the benefits exchanged was not disclosed at the time of solicitation of the gift;
or
- 10) 会产生实际或潜在的利益冲突, 并且无法消除或有效管理。
Create an actual or perceived conflict of interest that cannot be eliminated or effectively managed.

第八条 尊重捐赠人意愿。捐赠将根据捐赠人意愿及相关的捐赠协议进行使用。

Article VIII. Respect for donor intent. Donations shall be used in accordance with the donor's wishes and the relevant gift agreement.

第九条 公开透明。基金会将定期向捐赠人及社会公布捐赠款物使用情况, 积极接受各方监督。

Article IX. Openness and transparency. The Foundation will regularly disclose the use of donated funds and materials to donors and the public and actively accept oversight from all parties.

第三章 捐赠接收程序

Chapter 3: Donation Receiving Process

第十条 基金会为非公募基金会，主要开展定向募捐，并可以与具有公开募捐资格的慈善组织合作，由该慈善组织开展公开募捐。

Article X. The Foundation is a non-public fundraising foundation primarily engaged in targeted fundraising, and may cooperate with charitable organizations that have public fundraising qualifications, allowing those organizations to conduct public fundraising activities.

第十一条 基金会为社会各界的捐赠人提供如下捐赠渠道：

- （一）银行转账；
- （二）中国大陆境内支票捐赠：支票抬头为“上海纽约大学教育发展基金会”；
- （三）在线捐赠：捐赠人在基金会的官方网站或在国务院民政部门指定的互联网公开募捐服务平台上，通过第三方网上支付平台实现在线捐赠，具体说明详见《上海纽约大学教育发展基金会网上捐赠使用规定》；
- （四）现金捐赠；或
- （五）实物捐赠。

Article XI. The Foundation offers donors from all areas of society a number of methods for donating:

- (1) Wire transfers;
- (2) Checks within mainland China made payable to “NYU Shanghai Education Development Foundation”;
- (3) Online donations through the third-party payment platform on the Foundation’s website, or on an internet-based public fundraising platform designated by the Ministry of Civil Affairs, for more details, refer to “Nature of Online Donations by NYU Shanghai Education Development Foundation”;
- (4) Cash donations; or
- (5) In-kind donations.

第十二条 签订捐赠协议或进行捐赠登记。捐赠双方在友好、平等协商的基础上签订捐赠协议。如经双方协商同意不签订协议，可进行捐赠登记（通过邮件书面确认或网络在线登记形式）。

Article XII. Signing a gift agreement or recording a donation. The donor and the Foundation shall sign a gift agreement drafted through friendly and equal consultation. If both parties agree through consultation not to sign a gift agreement, receipt of the gift may be recorded (in the form of an email confirmation or online record).

捐赠协议对捐赠财产的种类、数额、质量、用途及支付方式和期限等进行规定，具体细节或因不同捐赠需求进行调整。捐赠协议中不得附加不符合公益性目的或对捐赠人提供利益回报的条款。捐赠人与本基金会约定捐赠财产的用途和受益人时，不得指定或者变相指定捐赠人、慈善组织管理人员的利害关系人作为受益人。捐赠协议通常应使用基金会的范本，协议一般为中英文双语，双方签字、基金会加盖骑缝章，一式两份由双方留档保存。

The gift agreement regulates the category, amount, quality, purpose, payment method, payment schedule, and other aspects of the gift. Adjustments may be made for specific details or to meet different donors' needs. Terms which are incompatible with the Foundation's charitable purposes or which provide benefits to donors in return may not be added to the gift agreement. When the donor and the Foundation agree on the uses and beneficiaries of the donated assets, the donor and any related parties or the management personnel of the charity organization shall not be designated or indirectly designated as beneficiaries of the donation. In general, the gift agreement shall be based on the Foundation gift agreement template, and shall be presented in a bilingual format (Chinese and English), signed by both parties, and stamped with the Foundation's official chop. Two copies of the agreement shall be kept on file by the parties.

基金会的签字代表为上海纽约大学教育发展基金会法定代表人（或由其授权的基金会秘书长或基金会副理事长）。签字代表若有变更，应由基金会理事会做出决议。若捐赠有指定资助受益方和指定用途时，视情况由被指定受益方或其代表签字，一般为上海纽约大学常务副校长。

The signatory for the Foundation is its legal representative. Under the legal representative's legal authorization, the Secretary-General of the Foundation and the Vice Chairman of the Foundation may also sign gift agreements on behalf of the Foundation. If the Foundation's authorized signatory must be changed, the decision shall be made by the Foundation's Board of Directors. If the gift agreement refers to a specific beneficiary, beneficiary organization and purpose, where appropriate, the beneficiary or the beneficiary's representative shall also sign the gift agreement, which is normally the Vice Chancellor of NYU Shanghai.

捐赠人的签字人需为捐赠人或其具有签字权的合法代理人，若捐赠人为机构，则捐赠协议需加盖公章。

Only the legal person making the donation or the person legally authorized by the donor may sign the gift agreement. If the donor is an entity, then the gift agreement shall also be affixed with the entity's official seal.

第十三条 基金会将沟通确保捐赠方按照捐赠协议或捐赠登记表约定的方式按时交付捐赠款（物）。

Article XIII. The Foundation shall communicate with the donor to ensure that the donor delivers the (in-kind) gift on time according to the payment schedule and payment method on gift agreement or registration form.

对于现金捐赠，基金会财务人员应妥善保管现金，并及时缴存银行入账。

For cash gifts, the Foundation's Finance Office will manage the cash gifts in an appropriate manner and will deposit it into the Foundation's bank account on a timely basis.

捐赠人须保证所捐赠款物来源正当合法，不存在权利瑕疵且对其拥有完全处置权。

The donor will ensure that the gift is of legitimate source, with no defects of right. The donor will have full right of disposal.

第十四条 基金会确认收到捐赠款（物）后，无论其金额或价值，一律根据签订的捐赠协议或登记表所载个人姓名/法人名称开具《公益事业捐赠统一票据》。

Article XIV. The Foundation shall issue a “Unified Invoice of Donation for Public Welfare” to the donor with the individual’s name or the name of the entity showing on the gift agreement/registration form, regardless of the amount or value of the gift.

《公益事业捐赠统一票据》交款人抬头通常为汇款方。通常汇款方与捐赠人应一致。The “Payor” on the "Unified Donation Receipt for Public Welfare Donations" is typically the name of the remitter. Normally, the remitter's name and the donor's name should match.

基金会经过市税务局、市财政局、市民政局的联合审核，被列为获得公益性捐赠税前扣除资格的公益性社会团体。该资格须根据规定接受审查确认，基金会将积极确保公益性捐赠税前扣除资格的有效性。对符合国家税收法律法规规定的捐赠，捐赠人可凭基金会出具的《公益事业捐赠统一票据》，根据相关法律法规，进行个人所得税或企业所得税的税前扣除。税务操作或涉及隐私，建议捐赠人向其单位人事部门或地区税务机构进行咨询。

The Foundation is listed as a social organization for public welfare, which has obtained permission to give donors pre-tax deductions for charitable donations, through the joint audit of the Municipal Tax Bureau, the Municipal Finance Bureau, and the Municipal Civil Affairs Bureau. The eligibility to give pre-tax deduction requires relevant examination and affirmation, and the Foundation will timely renew this eligibility. For donations conforming to relevant tax laws and regulations, donors may file for personal or enterprise income tax deductions according to such laws and regulations, via submitting the donation voucher issued by the Foundation. Tax operation may involve privacy issues, therefore the Foundation recommends that donors consult their human resource personnel or regional tax authorities.

基金会依据其颁布的《公益事业捐赠统一票据内部管理制度》对票据进行管理。

The Foundation manages donation vouchers according to its “Procedure for the Internal Management of Vouchers for Public Welfare Donations”.

第十五条 实物捐赠：捐赠人签署的捐赠实物清单（包括品名、数量、单价、型号等信息）及捐赠人提供的凭据或其他能够确认受赠资产价值的证明应做为实物捐赠协议的附件，并由基金会归档保存。对于艺术作品或其他文物资产捐赠，基金会和捐赠人双方还可以在不违反法律规定的前提下，确定入账价值，并制作实物台帐。

Article XV. Gifts-In-Kind: The List of Gifts-In-Kind signed/sealed by the donor (including the item name, amount, unit price, model, and other relevant information), receipts or other documents that verify the value of the gift-in-kind shall be attached to the gift agreement as an appendix, and saved and filed by the Foundation. When determining the value of the in-kind gifts categorized as art works and other cultural artifacts, their market value shall be entered into the account with the value agreed by both parties on the conditions of not violating the law.

捐赠实物到达基金会后，由基金会及受益方签署《实物捐赠接收及移交证明》。基金会确认签收捐赠实物，并由基金会财务部门入账并保存。基金会财务部门根据捐赠协议及后附的捐赠实物清单，以及上述已签字的《实物捐赠接收及移交证明》，为捐赠人开具相应的《公益事业捐赠统一票据》。基金会向受益方移交捐赠实物，应由受益方共同签署《实物捐赠接收及移交证明》，并在其中明确捐赠实物的名称、种类、数量、质量、用途等情况。捐赠实物需要办理过户手续的，应当及时办理过户手续。

When the in-kind gift arrives at the Foundation, the Foundation and the beneficiary shall sign the “Proof of Receiving and Transferring Gift-in-Kind”. The Foundation confirms receipt of the gift, then the gift in-kind shall be entered into the Foundation’s records and officially filed by the Foundation’s Finance Office. The Finance Office of the Foundation shall issue a donation voucher according to the signed “Proof of Receiving and Transferring Gift-in-Kind”, gift agreement, and the executed List of Gifts-in-kind. During the transfer of gifts-in-kind from the Foundation to the beneficiary, the beneficiary shall sign the “Proof of Receiving and Transferring Gifts-in-Kind” which shall include the details of the gift(s)-in-kind, including name, category, quantity, quality, purpose, etc. If transfer of ownership procedures applies to the gifts-in-kind, then such procedures shall be conducted in a timely manner.

关于实物捐赠的具体规定详见《上海纽约大学教育发展基金会实物捐赠管理办法》。For specific provisions relating to gifts-in-kind, refer to “Measures on Managing Gifts-in-Kind of NYU Shanghai Education Development Foundation”.

第十六条 境外捐赠：境外捐赠指来自包括港澳台地区在内的非中国大陆地区的捐赠。除捐赠渠道和大陆境内捐赠有差别外，流程均参照上述规定执行。若涉及来自境外的实物捐赠，基金会应与捐赠人事先沟通，便于办理海关及民政、公安备案等必要手续。

Article XVI. Cross-border Donations: Cross-border donations are donations coming from areas outside Mainland China and includes Hong Kong, Macao and Taiwan. Cross-border donations only differ from donations from within Mainland China in terms of donation channels, and all workflow for processing the cross-border donations shall remain consistent with the processes described above. The Foundation shall communicate with the donor about cross-border gifts-in-kind in advance to help facilitate customs and other procedures as required by the Civil Affairs Bureau and the Public Security Bureau.

根据上海市民政局制定的《上海市社会组织重大事项报告办法》，基金会若接受境外捐赠，需向上海社会团体管理局进行重大事项报告。报告内容包括捐赠金额、捐赠人信息（若非匿名捐赠）、捐赠目的等信息。境外捐赠必须有正式的捐赠协议或捐赠登记表及捐赠人的个人或法人信息，且捐赠协议签字方与汇款方应一致（要求参照前述第十二条）。若接受境外非政府组织捐赠，需根据《中华人民共和国境外非政府组织境内活动管理法》的相关规定，对捐赠及捐赠人进行备案。

According to the “Measures for Reporting on Important Matters of Social Organizations in Shanghai” issued by the Shanghai Civil Affairs Bureau, upon receiving cross-border donations, the Foundation shall report it to the Shanghai Administration Bureau of NGOs. The report should include the donation amount, donor information (for non-anonymous donations), purpose, etc. A gift agreement or a registration form containing information about the individual or legal entity must be drafted and signed for all cross-border donations. The name on the gift agreement/registration form should be the same as the remitter’s name

(for specific requirements see Article XII). If donations are received from overseas non-governmental organizations, the donations and donors must be registered in accordance with the relevant provisions of “the Law of the People's Republic of China on the Administration of Activities of Overseas Non-Governmental Organizations within the Territory of China”.

第十七条 基金会独立核算，建立建账，坚持专款（物）专用的原则，并按照上海纽约大学教育发展基金会章程和法定要求向捐赠人及社会披露基金会的运营情况、公布捐赠款物的使用情况。

Article XVII. The Foundation shall operate under the principle of independent accounting, establish and prepare accounts, and only use funds for their designated purpose, disclose to the donors and the public the Foundation’s operations, the use of the donations according to the Articles of Association and related regulations.

第四章 捐赠鸣谢方式

Chapter IV: Recognition for Donations

第十八条 捐赠金额无论大小，在捐赠人同意的情况下，均在适当场合、以适当方式予以公布，捐赠人要求保密的除外，法律另有规定的除外。

Article XVIII. Regardless of the amount of the donation, giving information shall be publicized under suitable circumstances in suitable ways with the donor’s consent, except for anonymous donations and with the exception that any laws may apply.

第十九条 捐赠金额无论大小，均以信件、证书、仪式等适当方式对捐赠人进行鸣谢。

Article XIX. Regardless of the amount of the donation, the Foundation shall thank the donor. Methods of expressing gratitude include sending a thank you letter or certificate, or hosting an event to thank donors.

第二十条 对于部分捐赠，基金会可协调受益方通过对建筑物、教学空间、学术项目、奖助学金、讲席教授等进行冠名的方式，对捐赠人表达感谢、进行表彰。

Article XX. For some donations, the Foundation may express its appreciation and acknowledge the donor by coordinating with the beneficiary organization to offer naming opportunities for buildings, teaching spaces, academic programs, financial aid and scholarships, professorships, and etc.

对于冠名涉及的捐赠金额高于或等于 5 百万元人民币或涉及对教学楼的冠名的，需根据基金会章程，经上海纽约大学常务副校长批准通过及基金会理事会审议通过。涉及教学楼冠名的，需知会纽约大学董事会。

For donations involving naming opportunities that are greater than or equal to 5 million RMB or involve the naming of an NYU Shanghai building, approval must be obtained in accordance with the Foundation's Articles of Association and must be approved by the Foundation's Board of Directors and the Vice Chancellor of NYU Shanghai. For naming opportunities involving NYU Shanghai buildings, the NYU Board of Trustees must be notified.

对于冠名涉及的捐赠金额低于 5 百万元人民币的，须经基金会法定代表人或其授权签字人以及上海纽约大学常务副校长共同批准通过。

For donations involving naming opportunities that are less than 5 million RMB, approval for such donations must be obtained from the Foundation's legal representative or authorized signatory and the Vice Chancellor of NYU Shanghai.

对校园空间冠名的具体规定，详见《校园空间冠名管理制度》；对学校的冠名则需同时通过上海纽约大学理事会及纽约大学董事会的批准。法律法规规定需要批准的，从其规定。

For the naming of a University Space, please refer to “Procedure for Naming University Space”. For the naming of NYU Shanghai, approval must be obtained from both the NYU Shanghai Board of Directors and the NYU Board of Trustees. Where approval is required by laws and regulations, such provisions shall apply.

第二十一条 冠名机会是出于对捐赠人以及用于相关命名的公司或个人的道德品质的认可及信赖，必须应符合上海纽约大学的价值观、诚信和声誉。如果上海纽约大学和/或基金会认为捐赠人或捐赠人用于相关命名的公司或个人违背了上海纽约大学的价值观，或可能损害学校的声誉，则学校和基金会有权在尽可能合理的范围内，在与捐赠人进行协商后，修改命名及认可的形式，或决定撤销命名及认可的机会。

Article XXI. Naming opportunities are created in recognition of and in reliance upon the moral character of the honoree and must be consistent with NYU Shanghai's values, integrity, and reputation. In the event that NYU Shanghai and/or the Foundation determine that the actions or conduct of the donor or the donor's honorees are contrary to the values of NYU Shanghai or may harm the integrity or reputation of NYU Shanghai, NYU Shanghai and the Foundation may in their discretion revise or withdraw any naming opportunity, in consultation with the donor to the extent feasible.

第五章 捐赠的使用

Chapter V: Use of Donations

第二十二条 捐赠可做如下分类：

Article XXII. Donations can be categorized as follows:

（一）根据捐赠人意愿或国家有关法律、行政法规的要求，捐赠有限定性和非限定性两种形式。

1. Based on the donor's giving preference or requirements of governmental law and regulations, the donation can be either restricted or unrestricted.

限定性捐赠：资产或资产所产生的经济利益的使用受到资产提供者或者国家有关法律、行政法规所设置的时间限定或（和）用途限定。

Restricted funds: Assets or economic benefits derived from the original assets are available for use based on restrictions upon timing and purpose stipulated by the donor or/and relevant laws and regulations.

非限定性捐赠：资产的捐赠者或者国家有关法律、行政法规未对捐赠资产和资产所产生的经济利益设置时间或（和）用途的限定。

Unrestricted funds: Assets or economic benefits derived from the original assets are available for use without restrictions upon timing and purpose stipulated by the donor or/and relevant laws and regulations.

（二）根据捐赠资金的性质，捐赠资金可分为留本基金和非留本基金。根据基金会的资金管理方式，限定性捐赠与非限定性捐赠可按照留本、非留本和准留本的形式进行管理。

2. According to their nature, funds may be categorized as endowment funds, or expendable funds. Both restricted and unrestricted funds may be managed as endowed, expendable or quasi-endowed according to the Foundation's fund management practices.

留本形式管理是保留本金不动，每年用本金产生的利息或投资产生收益的全部或其中的一部分支持相关项目的捐赠资金。

For endowment-managed funds, the principal must be maintained for investment only. Only the interest or investment returns may be used in part or in whole to support relevant programs.

非留本形式管理的资金是可直接用于项目支出，直至捐赠款全部使用完毕或项目终止为止的捐赠资金。

Expendable-managed funds may be used directly to pay for program-related expenses, until all funds are expended.

准留本形式管理的资金是指捐赠人提供的资金本金可以被使用（非留本基金），但基金会选择将这份捐赠投资到留本基金的资金池中，因此每年只有分红部分的金额可供使用。因此，该基金的运作类似于留本基金，没有任何永久保留在留本基金中的要求或限制。只有基金会可以决定将捐赠资金作

为准留本基金持有。将捐赠资金作为准留本形式管理的请求应由基金会理事长（或由其授权的基金会秘书长或基金会副理事长）批准，并可在必要时与学校的常务副校长进行协商。

Quasi-endowments-managed funds are gifts in which the monies given by the donor may be spent down (an expendable fund), but the Foundation chooses to invest the gift in the endowment, therefore making only the annual distribution available for use. Thus, the fund functions like an endowed fund but without any requirement or restriction to hold the fund permanently in the endowment. Only the Foundation may direct funds to be held as a quasi-endowment. Requests to have funds managed as quasi-endowed shall be reviewed and approved by the Chairperson, or by the Secretary-General and Vice Chairman of the Foundation under the Chairperson's legal authorization, in consultation with the Vice Chancellor of the University as needed.

第二十三条 捐赠资金进入基金会账户后将按照捐赠协议中的约定规划和使用。根据《关于慈善组织开展慈善活动年度支出和管理费用的规定》，慈善组织签订捐赠协议对单项捐赠财产的慈善活动支出和管理费用有约定的，从其约定，但年度慈善活动支出和年度管理费用需符合对慈善组织中不具有公开募捐资格基金会的相关要求。

Article XXIII. After the donation enters the Foundation's account, it will be managed and used according to the gift agreement. According to the "Provisions on the Annual Expenditures for Conducting Charitable Activities and Administration Expenses of Charitable Organizations", in the event that donation agreements stipulate the charitable activity expenditure and the management costs for individual donated assets, these provisions shall be observed; but their annual expenditures on charitable activities and management shall comply with the stipulation on charitable organizations not possessing public fundraising credentials.

第二十四条 每年基金会秘书处应会同财务部编制下一年度的预算计划，包括捐赠收入的预计、留本基金的规划和非留本基金的使用等。预算提交基金会理事会表决通过后，由基金会秘书处按预算计划督办实施。

Article XXIV. Each year the Foundation Office of the Secretary along with Finance Office shall prepare an annual budget plan for the next year, including the projection of donation income, a plan for endowment funds, and the use of expendable funds, etc. After the budget is approved by the Foundation Board of Directors, it will be implemented and supervised by the Foundation Office of the Secretary.

第二十五条 对于限定性捐赠，基金会负责向指定受益方的相关部门转达捐赠的使用要求，征集项目方案及项目预算。基金会根据章程和宗旨、捐赠协议要求以及对现金流管理和计划的综合考量，审批项目方案及预算是否合理。

Article XXV. For restricted donations, the Foundation shall communicate the specific requirements to the designated beneficiary, and request a program plan as well as program budget from the beneficiary. The Foundation shall review the feasibility of the plan and budget based on a comprehensive consideration of the Foundation's mission and Articles of Association, content of the gift agreement, and projected cash flow.

第二十六条 对于非限定性捐赠：基金会根据学校要求将资金用于符合基金会宗旨的项目。

Article XXVI. For unrestricted donations, the Foundation shall decide the beneficiaries and programs considering the needs of NYU Shanghai while aligning with the Foundation's mission.

第二十七条 基金会和受益方相关部门的双方代表就项目方案及预算合理的项目进行立项，经基金会理事会或理事长（或由其授权的基金会秘书长或基金会副理事长）批准，由受益方的相关负责人及基金会法定代表人或其授权签字人共同签订《上海纽约大学教育发展基金会项目资助立项表》（以下简称“立项表”）。捐赠协议、项目方案及项目预算需作为项目立项表附件一同由基金会归档保存。

Article XXVII. Representatives of the Foundation and the relevant department of the beneficiary organization shall implement programs in accordance to program plans and budgets. Upon approval of the Foundation’s Board of Directors or Chairperson (or by the Secretary-General and Vice Chairman of the Foundation under the Chairperson’s legal authorization), representatives or legal signatories from both parties shall sign the “NYU Shanghai Education Development Foundation Program Funding Request Form” (hereinafter referred to as the “Funding Request Form”. The gift agreement, program plan and program budget shall be attached to this form as an appendix and kept on file by the Foundation.

方案或预算不合理的项目将由受益方相关部门调整后，由基金会再度进行审批。

Program proposals and/or budgets which are not approved shall be returned to the beneficiary organization for adjustment and re-submission for the Foundation’s approval.

第二十八条 立项表的签订即为受益方和基金会就立项表上及后附的项目方案和预算达成一致。基金会有权要求受益方提供所有与项目相关费用的原始凭证。

Article XXVIII. The signing of the Funding Request Form by both parties ensures the Foundation and Beneficiary reaches agreement on what’s on the Funding Request Form and the attached program plan and budget. The Foundation has the right to request the beneficiary to provide all original vouchers related to program expenses.

第二十九条 基金会向受益方的资助转账需签订《项目资助协议》，对资助金额及资助方式等进行规定。

Article XXIX. A fund transfer from the Foundation to the beneficiary organization requires the signing of a “Program Funding Agreement”, which regulates the amount and method of funding the program.

《项目资助协议》的批准和签署，应参照如下规定：单笔付款金额为人民币 10 万元（或等额外币）以下的支付必须获得基金会理事长或由其授权的基金会秘书长或

基金会副理事长的批准；单笔付款金额为人民币 10 万元或以上（或等额外币）的支付必须通过理事会的批准。

The approval and signing of the “Program Funding Agreement” shall refer to the provisions as follows: if the amount to be disbursed in one payment is less than RMB 100,000 (or equivalent) on one program, the payment must be approved by the Foundation Chairperson or by the Secretary-General and Vice Chairman of the Foundation under the Chairperson’s legal authorization. If the total amount of the disbursement in one payment exceeds RMB 100,000 (or equivalent), it must obtain approval from the Foundation’s Board of Directors.

第三十条 项目结算完成后，基金会将项目相关文件分别进行归档。归档文件一般应包含项目立项表、项目总结报告、项目费用报告、项目资助协议，汇款转账凭证等相关支持性文件。

Article XXX. After the program settlement is completed, the Foundation will file each program separately, and documents kept on file should normally include relevant documents such as the Funding Agreement, Program Summary Report, Program Expense Report, Program Funding Request Form, bank transfer vouchers, etc.

第三十一条 如受益方相关部门因故需要变更项目实施方案，应提前向基金会提交书面报告，经协商获准后方可按变更后的方案执行。

Article XXXI. If the beneficiary organization needs to modify the original program plan, it should submit an adjusted program proposal to the Foundation in advance of the change. The program may only be implemented following the Foundation’s approval of the change.

第三十二条 项目运作期间受益方相关部门须定期向基金会汇报项目进展，基金会与有关捐赠人及时沟通项目运作情况及捐赠资金使用情况。

Article XXXII. As program develops, the beneficiary organization shall periodically update the Foundation about the program’s progress. The Foundation will communicate program progress and the use of the gift to corresponding donors in a timely manner.

受益方相关部门需向基金会提交能够反映项目成果的资料，如照片、视频、活动参与者名单、研究成果等，并由基金会统一整理，在符合相关部门规定和捐赠方意愿的前提下对项目成果、费用支出等进行一定程度上的公开。

The beneficiary organization should provide documentation on project results, examples of possible documentation include photographs, videos, list of attendees, research findings, etc. The results and cost of the program shall be filed at the Foundation, and the information shall be made open to the public to a certain extent, with considerations for government regulations and donor's willingness.

第三十三条 受益方在项目实施过程中如有未按协议约定使用资助或者有其他违反协议的情况，基金会有权终止或撤销资助。

Article XXXIII. If the beneficiary organization violates the terms in the gift agreement and/or funding request form, or does not use the funds in accordance with committed purpose, the Foundation has the right to take actions including refusal to disburse funds or withdrawal of funding.

第三十四条 资助项目在执行过程中须视情况以适当形式（如活动标志、鸣谢等方式）体现捐赠人及基金会的资助。

Article XXXIV. During implementation, funded programs shall acknowledge the support of the Foundation and donor as appropriate (e.g. display of the Foundation logo, or a message of thanks) depending on different situations.

第三十五条 根据上海市民政局制定的《上海市社会组织重大事项报告办法》，基金会开展重大活动，即参加重大投资项目，接受和使用重大捐赠及资助，以及接受境外组织、个人捐赠及资助，需根据相关规定向上海市社会团体管理局进行重大事项报告。关于重大慈善项目、重大募捐及投资活动的定义，具体参见基金会章程规定。

Article XXXV. According to “Measures for Reporting on Significant Matters of Social Organizations in Shanghai” issued by the Shanghai Civil Affairs Bureau, significant activities carried out by the Foundation such as taking part in major investment program,

receiving and using major contributions and donations, and accepting donations and funding from overseas organizations and individuals must be reported to the Shanghai Civil Affairs Bureau pursuant to relevant regulations. For the definitions of significant charitable programs, significant fundraising and investment activities, please refer to the provisions in the Foundation's Articles of Associations.

第三十六条 基金会每年向上海市民政局递交年度报告。报告应当包括年度开展募捐和接受捐赠、慈善财产的管理使用、慈善项目实施、募捐成本、慈善组织工作人员工资福利以及与境外组织或者个人开展合作等情况。年度报告在社会组织网、基金会官网、慈善中国，以及其他规定的信息公开平台上进行公示。并于每年报送结束后在基金会官网或上海市民政局认可的媒体上发布年报摘要。

Article XXXVI. The Foundation shall submit an annual report to the Shanghai Civil Affairs Bureau each year. The report shall include information on annual fundraising and donation acceptance, management and use of charitable assets, implementation of charitable projects, fundraising costs, salaries and benefits of charitable organization staff, and cooperation with overseas organizations or individuals. The annual report shall be posted on the Shanghai Social Organization Platform, the Foundation website, Charity in China, and on other required platforms. The summary will be published on the Foundation website or other media platforms approved by the Shanghai Civil Affairs Bureau.

第六章 捐赠的投资管理

Chapter VI: Fund Investment Management

第三十七条 根据上海纽约大学教育发展基金会章程，基金会按照合法、安全、增值、有效的原则保有和管理基金会资产。保证本金安全，并尽可能提高综合收益率，以达到捐赠人要求。

Article XXXVII. According to the Articles of Association, the Foundation shall keep and manage its assets under the following principles: legal, secure, profitable, and effective.

The Foundation shall ensure the security of the principal, while maximizing overall return on investment to meet the donors' requirements.

第三十八条 基金会对于捐赠协议约定的留本基金、以及暂无使用计划的非留本基金，经综合考量流动性、安全性、和收益性，进行投资理财管理。

Article XXXVIII. The Foundation shall manage the investment of its endowment fund and unplanned expendable funds according to the stipulations of the gift agreements. Investment decisions shall give comprehensive consideration to all factors including fund liquidity, security, and profitability.

第三十九条 基金会资金体量有限的情况下，投资方向考虑金融市场上成熟的产品，大多为银行出售的理财产品，最大程度地保证本金安全。

Article XXXIX. During the time when the Foundation has limited funding capacity, investments will mainly be focused on relatively mature investment products in the financial market, mainly financial products from banks in order to preserve the Foundation's principal funds.

第四十条 当基金会的资金体量达到一定规模，更多转向银行等金融机构的定制产品，在追求较低风险和稳定收益的同时，通过小部分的资金做较为进取的投资，以期达到更高的综合收益水平，更加符合捐赠人的期望。

Article XL. When the Foundation has scaled up its fund capacity, it will begin to explore investing in tailored financial investment products provided by banks and other financial organizations. In order to better meet the expectations of donors, the Foundation shall invest a small portion of its principal in a proactive manner in order to gain higher overall returns on investment while concurrently pursuing low risk and stable returns.

第四十一条 理财产品到期后，基金会将基于对现金流的预期，在一定的基础上进行调整，继续申购同类或更优质的产品，保证资金的有效利用和管理。

Article XLI. When financial products expire, the Foundation shall continue to invest in similar or more lucrative financial products while making adjustments based on cash flow projections to ensure the efficient utilization and management of funds.

第四十二条 基金会重大投资的额度参照基金会章程中对重大投资金额的相关规定。基金会的重大投资需遵循重大投资决策流程，且根据章程规定，需经基金会理事会批准通过。

Article XLII. The threshold for significant investments made by the Foundation shall be determined in accordance with the relevant provisions on significant investment amounts outlined in the Foundation's Articles of Association. Significant investments of the Foundation shall follow the Major Investment Decision-Making Procedure and require approval from the Foundation's Board of Directors in accordance with the Articles of Association.

第四十三条 根据捐赠人的要求，基金会依法向捐赠人披露各项留本基金的投资情况。

Article XLIII. Based on the donor's wishes, the Foundation shall disclose investment information on its endowment funds to the donor as appropriate.

第七章 附则

Chapter VII: Additional Provisions

第四十四条 本办法以中英文两种语言书写。如中英文版本产生歧义，以中文版为准。

Article XLIV. This Procedure is written in both the Chinese and English languages. In the event of a conflict between the two versions, the Chinese version shall prevail.

第四十五条 本办法由基金会秘书处负责解释。

Article XLV. This Procedure shall be interpreted by the Foundation Office of the Secretary.

第四十六条 本办法经基金会理事会批准之日起生效并执行。

Article XLVI. This Procedure shall come into effect upon approval by the Foundation's Board of Directors.