POLICY AND PROCEDURE

TITLE:	Gift Acceptance Policy

POLICY STATEMENT:

Goodwin University (the “University”) and the Foundation, their entities and stakeholders. A secondary purpose for this policy is to educate the community about critica5cssate3.8(niti)-s(oute0y thi)-s(o-3.8(y thi)-6yi8(y tha5 0T.h-3.ithi)-sny .8(mmu)ethi)-y University.

PROCEDURE DETAILS:

To optimize funding through charitable contributions, Goodwin University Foundation (“Foundation”) must be capable of responding quickly, and in the affirmative where possible, to charitable gifts. This policy is intended to give guidance and counsel to individuals within the community concerned with planning, promotion, solicitation, receipt, acceptance, and disposition of gifts. Furthermore, this policy acknowledges that flexibility must be maintained because some gift arrangements can be complex and decisions only made after careful consideration of a number of interrelated factors. Therefore, in some cases the Foundation will consider the merits of a particular gift and conclude whether to accept it. Legal counsel will also be sought when appropriate, particularly for:

(a) closely held stock transfers that are subject to restrictions or buy-sell agreements;
(b) documents naming the Foundation as trustee;
(c) gifts involving contracts, such as bargain sales or other documents, requiring the Foundation to assume an obligation;
(d) gifts of real estate and tangible personal property; and
(e) transactions with potential conflicts of interest or that may invoke IRS sanctions.

PUBLISH POLICY STATEMENT (CLICK ON BOX NEXT TO OPTION-SELECT ALL THAT APPLY):

UNIVERSITY CATALOG
STAFF HANDBOOK
FACULTY HANDBOOK
STUDENT HANDBOOK

DEFINITIONS:

Types of Acceptable Gifts

The University and its Foundation may solicit and the Foundation may accept the following types of gifts. The Foundation will not hold assets or property; in such cases where the Foundation accepts gifts of property or

Prior to acceptance of any real property, an evaluation should be made of whether the real estate is useful for purposes of the Foundation, whether there are any restrictions, reservations, easements or other limitations associated with it and whether there are any unreasonable carrying costs, including insurance, property taxes, mortgages or notes.

No gift of real estate shall be accepted without a current appraisal by a qualified appraiser, paid for by the donor, as required by the IRS who shall have no business or other relationship to the donor. This appraisal serves three purposes: 1) establish the donor's tax deduction; 2) gives the University a value to report as part of its assets; and 3) establishes an asking price for the property.

The Foundation will not accept real estate without:

1. a title search and title policy paid for by the donor;
2. a marketability check, completed under the umbrella of a standard appraisal;

Expenses for events hosted at the home of volunteers are also deductible. The host should confer with his/her accountant for documentation required by IRS for this type of deduction.

If the claimed value of all tangible property contributed, at the time of the donation, exceeds $500 (regardless of their individual values), the donor must complete the appropriate parts of IRS Form 8283. When contacted by the donor, the Foundation will complete and sign the other appropriate sections. The Foundation is responsible for filing IRS Form 8282 for gifts of tangible personal property valued at $5,000 or more and disposed of by the University or the Foundation within three years from the date of the gift.

7. Planned Gifts

Planned (or deferred) gifts may involve the transfer of substantial assets which significantly impact the donor's estate and final plans. These gifts often do not confer institutional ownership immediately and generally are not taken out of current earnings. The acceptable methods of creating planned gifts are described below.

Gifts made by will are completed only at the death of the donor and/or a surviving beneficiary or beneficiaries. Such gifts may even be contingent upon occurrence or non- occurrence of future events (e.g., birth of an heir, survival of parents, etc.). These gifts may provide a specific dollar amount, specific property, or a share of the residue of an estate.

Bequests, provisions in a will, trust or other testamentary legal document providing a gift to charity, may be given as restricted or unrestricted gifts. A designated bequest supports a certain purpose or program designated by the donor. Unrestricted bequests above $10,000 are reviewed and designated by the Foundation Office to meet the University's best long-term need/priorities.

The Foundation shall count and record irrevocable bequest expectancies at present value in the Foundation's fundraising totals. They shall be counted and recorded on the date the donor irrevocably establishes the instrument. The Foundation will not count revocable bequest intentions or those that are not legally enforceable.

Gifts from the estates of donors consisting of property that is not acceptable shall be rejected only by action of the Foundation. The Foundation shall communicate its decision to the legal representative of the estate.

8. Life income agreements

Examples include:

a. Life insurance
b. Retirement accounts or distributions from retirement plans
c. POD delivery of bank account, mutual funds, and certificates of deposit

<u>Foundation as beneficiary</u>

The Foundation will accept gifts of fully paid whole life insurance policies in which ownership has been transferred to the Foundation. The charitable deduction to the donor is the fair market value of the paid-up insurance. The Foundation has no objection to being named as beneficiary of an unmatured policy owned by a donor, a trust, or any other individual.

The Foundation may be named as the beneficiary of new or existing policies.

The Foundation will not count or report gifts of insurance prior to settlement unless it is named both owner and irrevocable beneficiary of the policy. In instances where the Foundation is named beneficiary, but not owner of the policy, the full amount of the insurance company's settlement at the death of the donor shall be reported as a gift on the date the Foundation receives the proceeds.

The Foundation as beneficiary and owner

Gifts of life insurance policies can be considered a gift only if the Foundation has been named both owner and irrevocable beneficiary of the policy. When the Foundation is named owner and beneficiary, the donor will be asked to make payments to the Foundation for the full amount of the premium payments. The Foundation will then in turn make the premium payments to the insurance provider. This usually allows the donor to take a charitable contribution deduction for the full amount of the premiums. It also provides confirmation to the Foundation of who is making a premium payment since it will actually be receiving it, which is important because the Foundation is obligated to provide a receipt to the donor. If the donor discontinues making the premium payments, the decision regarding the policy continuance will be determined by the Foundation. Additionally, the ownership of a paid-in- full policy may be transferred to the Foundation.

In order to maximize the benefits of gifts of life insurance for both the donor and the Foundation, the following guidelines will be adhered to:

The policy shall be paid in full within 5 years.

Annual lump-sum premium payments shall be made no later than 30 days before the insurance carrier's due date.

The donor shall specify in a Gift Agreement his or her intentions for the direction of the funds upon his or her death.

In instances when the ultimate purpose of the death benefit is to establish an endowment, the face value of the policy shall meet the minimum funding requirements for that type of endowment.

9. Government bonds

The Foundation may accept US Treasury securities issued by the U.S. Department of the Treasury.

10. Donor advised and directed funds

The Foundation will follow the guidelines as set forth in the most current edition of Management and Reporting Standards.

11. Royalties

The Foundation may accept gifts of royalties from property it does not own (such as patents).

12. Barter

When accepting baa.

e. Retained life estate agreement (donor gives real estate, but gets use of property during his/her lifetime.)

Exclusions include:

1. Gifts that commit the Foundation to name a program or endowment fund that is revocable in any way
2. Gifts that require the future employment of any specified person
3. Gifts that reserve the donor or his/her representative the right to designate the recipient
4. Gifts that are financially unsound or could expose the University or Foundation to liability
5. Any gifts unacceptable for reasons explained elsewhere in this policy
6. Gifts for scholarships which suggest the donor's involvement in scholarship recipient selection
7. Gifts that are too difficult to administer
8.

APPENDIX:

RESPONSIBILITIES:

Tax Deductibility

Gifts are deductible in accordance with the Internal Revenue Code and IRS guidelines. It is the responsibility of the donor to ensure that gifts meet applicable IRS regulations. It is the Foundation Office's responsibility to furnish