Western Colorado University Foundation

Gift Acceptance Policy

(Adopted January 25, 2013, amended June 28, 2024)

Western Colorado University Foundation (the "Foundation") is a nonprofit corporation organized under the laws of the State of Colorado and is a qualified 501(c)(3) organization under the Internal Revenue Code. The Foundation encourages the solicitation and acceptance of gifts to the Foundation for purposes that will help to fulfill its mission. The following policy governs acceptance of gifts made to Foundation or for the benefit of any of its programs.

The mission of the Foundation is to promote and support the general welfare, development, growth, and well-being of Western Colorado University (the "University") and its efforts to offer an ever improving and remarkable learning environment.

I. Purpose of Policy

The Board of Directors of the Foundation ("Board"), and the University's Office of Advancement and its staff both solicit current and deferred gifts from individuals, businesses, and foundations to implement the mission of the Foundation. The purpose of this policy is to govern the acceptance of gifts by the Foundation and to provide guidance to prospective donors when making gifts to the Foundation. This policy applies to all gifts received by the Foundation for any of its programs or donor related services.

This Policy is intended to complement the University's Naming and Gift Acceptance Policy.

In deciding to accept and administer gifts, the Foundation applies the following guidelines:

1. The gift must have a charitable purpose consistent with the mission of the Foundation.

2. The gift must not impose material restrictions that would jeopardize the tax deductibility of the gift or the status of the Foundation as a charitable organization.

3. The donor and the donor's advisors should give careful consideration to the financial and tax consequences of any gift before making the gift.

4. The gift must not impose any financial or legal liability on the Foundation without the prior consent of the Board.

5. Restricted gifts to the Foundation: If changing conditions make the purpo

se of restriction on a gift to the Foundation unnecessary, undesirable, impractical, or impossible, then to the extent consistent with the donation terms, or after consultation with the donor, the Foundation shall use such property or funds as will most effectively promote the Foundation's purposes and, to the extent reasonably possible, be consistent with the purpose for which such restrictions were originally imposed.

6. It is the policy of the Foundation not to return gifts, but in its sole discretion it may determine that returning all or part of a gift is in the best interests of the Foundation.

7. The Executive Director has determined that the gift complies with the University's Naming and Gift Acceptance Policy.

This Gift Acceptance Policy, as revised from time to time, is to be used as a guidance document by the Foundation and its Executive Director.

II. Use of Legal Counsel

The Foundation will seek legal advice in matters relating to the acceptance of gifts where appropriate. If requested, the Foundation's counsel will:

1 Review closely-held business transfers that are subject to restrictions or buy-sell agreements.

2. Review gifts involving contracts, such as bargain sales or other documents requiring the Foundation to assume an obligation.

3. Review transactions with potential conflicts of interest that may invoke IRS sanctions.

4. Review any other gift or transaction when requested by the Board, Executive Committee, or Executive Director.

III. Donor Financial Planning – Conflicts of Interest

The Foundation will strongly urge all prospective donors to seek the assistance of their personal legal and financial advisors in matters relating to their gifts, including the financial, tax, and estate planning consequences, and possible conflicts of interest. The Foundation will comply with the Model Standards of Practice for the Charitable Gift Planner promulgated by the National Committee on Planned Giving, and the Council for Advancement and Support of Education's (CASE) Donor Bill of Rights, attached as appendices 1 and 2 to this policy.

IV. Gift Review

Gifts of cash/cash equivalents, or checks, unrestricted stock and other immediately marketable securities, that that do not impose liability on the Foundation can be accepted by the Board Chair or Executive Director and do not require prior review and approval. However, the Board Chair or Executive Director may request the Development Committee and Executive Committee to review any such gift.

The Development Committee and the Executive Director will be jointly responsible for review of gifts not covered by the preceding paragraph or gifts referred to them by the Board Chair or Executive Director. Depending on the nature of the gift, the Development Committee will seek additional assistance from other committees, directors, or outside advisors to review specific gifts. The Development Committee, in collaboration with the Executive Director is responsible for:

1. The review of preliminary information on more complex gifts to determine whether the Foundation should seek further documentation/information for the prospective donor.
2. Recommending to the Board whether the Foundation should accept or decline gifts that could have adverse financial, legal, or tax ramifications to the Foundation.
3. Reviewing the proposed terms of special purpose gifts to assure that they comply with Foundation's mission and policies.

V. Types of Gifts and Criteria for Acceptance

The following is a non-exclusive list of types of gifts that may be accepted by the Foundation:

1. Cash or cash equivalents: Cash gifts of any amount are accepted by the Foundation. These gifts can take the form of currency, check or credit card contribution. Cash or checks may be delivered in person, by mail, by Electronic Funds Transfer (EFT) or by wire transfer. The date of gift for IRS purposes for gifts made by checks is the date the check is post marked or hand-delivered to the Foundation (under the mailbox rule) and tax receipts will reflect this date. Checks shall be made payable to the Foundation and delivered to the Foundation.
2. Tangible Personal Property: The criteria for review of all gifts of tangible personal property are:
   a. Does acceptance of the property further the charitable purpose of the Foundation?

b. Is the property to be sold and if so, is it marketable?

c. Are there any undue restrictions on the ownership, use, display, or sale of the property?

d. Are there any carrying costs or liabilities with the property?

The Development Committee will make a recommendation to the Board whether to accept tangible property gifts that will not be promptly sold, with a value greater than $ 100,000, or gifts that have liability or recurring ongoing costs. Valuation of the gift for income tax charitable deduction purposes is the responsibility of the donor (the donor of tangible personal property may not deduct an amount exceeding his/her basis unless the Foundation is able to use the property for a purpose related to the Foundation's tax-exempt purpose). Refer to *Section VII. Miscellaneous Provisions* for additional details related to gifts of tangible property.

3. Securities: The Foundation may accept gifts of securities. This paragraph VI.3 describes the types of securities the Foundation may accept and their use by the Foundation. In general, securities will be sold as soon as feasible after receipt by the Foundation.

a. <u>Publicly Traded Securities</u>: Defined as securities for which (as of the date of the contribution) market quotations are readily available on an established securities market. Securities are transferred, as directed by the Foundation, to an account maintained by the Foundation or delivered physically with the transferor's signature or stock power attached. An over-the-counter transfer through a brokerage house, rather than the physical delivery of the stock certificate, is preferred by the Foundation.

b. <u>Restricted Stock</u>: Defined as stock with limitations placed upon it. Most common restrictions require a certain length of time to pass or a certain goal to be achieved before the stock can be sold. This is the vesting period. The Foundation is subject to state and federal securities laws pertaining to the disposition of restricted stock and is required to retain the stock until the restrictions have expired or been lifted. The vesting period must be a "reasonable" vesting period. The Board shall make decisions regarding acceptance of restricted stock after receiving the recommendation of the Development Committee.

c. <u>Pre-IPO Shares</u>: Donations of pre-IPO shares may be accepted by the Foundation from corporations, subject to review of restrictions on such shares. The Foundation can accept contributions of pre-IPO stock from individuals; however, it may not be tax advantageous for the donor and, therefore, it is recommended that donors consult their tax advisor prior to making a donation of pre-IPO stock.

d. Gift of Stock Options: The Foundation does not accept contributions of stock options from individuals. The Development Committee will consider gifts of stock options from corporations as long as there are no restrictions and the Foundation can sell the options immediately.

e. Closely Held Securities: Closely held securities, which include not only debt and equity positions in non-publicly traded corporations but also interests in limited liability partnerships, limited liability limited partnerships, and limited liability companies or other ownership forms, can be accepted subject to the approval of the Board after receiving the recommendation of the Development Committee. However, prior to the acceptance of such gifts, the Foundation must determine that:

(i). There are no restrictions on the security that would prevent the Foundation from ultimately converting those assets to cash.

(ii). The security is marketable.

(iii). The security will not generate any adverse tax consequences for the Foundation.

(iv) If potential problems are identified during the initial review of the security, the Foundation may seek further review and recommendations by an outside professional before making a final decision on acceptance of the gift. The Development Committee and the outside professional and legal counsel will make their recommendation to the Board whether to accept closely held securities.

(v). Valuation of Closely Held Securities*:* For gift recognition purposes, the Foundation will rely on the value of the securities on the day that the gift is complete. The Foundation may obtain an independent appraisal and may require the donor to reimburse the Foundation for the cost of the appraisal and any other fees associated with obtaining the appraisal.

(vi). Sale of Closely Held Securities: If all stock of the issuing company is being sold to a third party, the Foundation will normally be a party to a stock purchase agreement. In addition to ascertaining the fair market value of the stock, the Foundation must have the terms of the stock purchase agreement reviewed by counsel. Normally, the Foundation will avoid making representations and warranties as well as indemnification agreements. Where stock is being sold to an Employee Stock Ownership Plan (ESOP), the value of the stock in the Foundation's hands may be higher than the value of the stock in the ESOP's hands.

(vii). Exercise of Shareholder Rights of Closely Held Securities: If the Foundation retains closely-held stock and the stock carries voting rights, the Foundation has the fiduciary duty to exercise due care in voting stock and/or issuing proxies.

4. Cryptocurrency: The Foundation may accept gifts of cryptocurrency if approved by the Development Committee and the Board. The IRS presently classifies cryptocurrency as property, which can be either ordinary income property or long-term capital gain property. Cryptocurrency gifts require a qualified third-party appraisal to substantiate the value for the donor to take a deduction, the cost of which shall be borne by the donor. As gifts, cryptocurrency, which is highly volatile, shall be converted to U.S. Dollars as quickly as administratively possible when the gift is received by the Foundation. Upon review and approval, gifts of cryptocurrency may be accepted with instructions.

Because of the volatility of exchanging cryptocurrency into US currency, gift agreements must include disclosures and agreements between the donor and the Foundation regarding making up any difference if the exchange results in a lower amount than what the donor anticipated. The donor can make up the deficit in US currency, or the Foundation can book the gift at the actual exchange rate.

A charitable gift of cryptocurrency is only complete once the currency has been successfully paid to and accepted by the Foundation's designated currency processor on behalf of the Foundation.

Upon payment/acceptance, the Foundation will provide the donor with a gift acknowledgement or receipt that substantiates receipt of the cryptocurrency as a charitable gift. Similar to non-marketable securities, the acknowledgement may not contain a value of the gift. Receipts for Cryptocurrency are like personal property, stating the name and number of cryptocurrency coins donated, the date of receipt, and the fund or account benefiting from the gift.

5. Real Property: Gifts of real property may include developed property, undeveloped property, or gifts subject to a prior life interest. A title insurance commitment shall be obtained by the Foundation prior to the acceptance of the real property gift. The cost of this binder shall be an expense of the donor.

a. Prior to acceptance of real property, the gift shall be approved by the Development Committee and after consultation with the Foundation's outside professionals. Criteria for evaluation of a gift of real property include:

(i). Does acceptance of the property further the charitable purpose of the Foundation?

(ii). Is the property marketable and what is its market value?

(iii). Are there restrictions, reservations, easements or other limitations associated with the property?

(iv). Are there carrying costs to be incurred by the Foundation, which may include insurance, property taxes, mortgages, or notes, common interest community assessments and fees, etc., associated with the property?

(v). Does the environmental review reflect absence of environmental problems?

When appropriate, and with the approval of the Executive Committee, some or all expenses may be paid from the proceeds from the sale of real property by the Foundation.

b. *Appraisal:* An appraisal must be obtained as needed by the Foundation performed by a qualified appraiser or other qualified professional acceptable to the Foundation. The cost thereof will be paid by the donor unless otherwise agreed by the Foundation. The Foundation's representative will be allowed to work directly with the appraiser or other qualified professional.

c. *Title Defects:* Donors must convey marketable title to the Foundation. Unless otherwise agreed, the Donor bears the cost of curing any defects in title necessary to provide marketable title.

d. *Environmental liability:* The Foundation will not accept property with any known environmental liability under either federal or state environmental laws. Prior to acceptance of real property, the Foundation shall require an initial environmental review of the property, which ordinarily will be a Phase I Environmental Site Assessment. If that assessment reveals a potential problem, then the Foundation will not accept the gift. The cost of the Phase I Environmental Site Assessment shall be paid for by the prospective donor.

e. *Encumbrances:* Property may possibly be encumbered with mortgage debt, unpaid real estate taxes, unpaid special assessments or other encumbrances, which may subject a portion of any rental income to unrelated business income tax. All property gifts (including those with encumbrances) must be reviewed and approved by the Development Committee.

f. *Liability for real estate taxes:* State laws governing real estate tax exemptions differ by State. If a gift of property is made to the Foundation to use for exempt purposes, then the property may be exempt from taxes. A donation of property to the Foundation for non-exempt purposes will ordinarily not make the property exempt from taxes.

g. *Insurance:* The Foundation will obtain reasonable and adequate liability, casualty, and other insurance coverage for any property it owns.

h. *Source of expense payments:* If the real property is going to be held for an extended period, then the Foundation will estimate the likely expenses to be incurred in carrying the property including real estate taxes, mortgage debt, utilities, maintenance, insurance, etc. and determine the sources from which the expenses will be paid. The Foundation should make an independent determination of income, expense, and cash flow before accepting the property.

i. *Lease:* If the property is subject to leases, then each lease will normally be reviewed, analyzed, and properly assigned to the Foundation, before the property is accepted.

j. *Donor Statement:* With any gift of real estate to the Foundation, the donor must represent and warrant in writing that the following are true to the best of the donor's knowledge:

(i). The property and all operations thereon comply with applicable environmental laws, regulations, and court or administrative orders;

(ii). There are no pending or threatened private or governmental claims or judicial or administrative actions relating to an environmental impairment or regulatory requirements;

(iii). All permits, licenses, and government approvals necessary for the existing use of the property have been obtained;

(iv). There are no areas of the property where hazardous or toxic materials or substances have been disposed of, discharged, or found;

(v). There are no hazardous or toxic materials or substances, other than asbestos contained in the material used to insulate the heating pipes (which was common in many building products before 1978) on the property or in improvements to the property;

(vi). The property is transferred to the Foundation free and clear of any restrictions, claims, or sales provisions whatsoever, which have not been expressly accepted by the Foundation.

(vii) If the property is titled in the name of an entity, the entity is organized, existing, and in good standing under the laws of the state in which it is organized and authorized to do business in the state of Colorado. The execution and delivery of all documents by the signatories on behalf of Donor have been duly authorized by Donor. Donor has the legal capacity and authority to complete the transaction.

(viii) Donor is not prohibited from consummating the transaction by any contract to which Donor is a party and completion of the transaction will not be in violation of or cause a default under any agreement to which Donor is a party. Donor is not prohibited from consummating the transaction by any applicable law, instrument, restriction, or by a judgment, order or decree of any governmental authority having jurisdiction over Donor or the Property, and completion of the transaction will not be in violation of or cause a default under any applicable law, instrument, covenant, condition, restriction, judgment, order, or decree.

(ix) No consent, waiver, approval, or authorization of, or filing, registration, or qualification with, or notice to, any governmental authority or any other entity or person is required to be made, obtained, or given by Donor in connection with the transaction. The joinder of no entity or person other than Donor will be necessary to convey the Property fully and completely to the Foundation.

(x) There are no leases, license contracts or occupancy agreements (or any amendments or supplements thereto) encumbering, or in force with respect to, the Property and no security deposits are held by or on behalf of the Donor, except as disclosed to the Foundation.

(xi) Donor has not received written notice that the Property violates any governmental law, regulation, ordinance or order or any covenants or restrictions encumbering the Property.

(xii) There are no unpaid bills or claims in connection with the construction of or any repairs to the Property authorized by Donor; no work or services have been authorized by Donor and performed to or on the Property which could give rise to the creation of any mechanic's, materialman's or similar lien.

(xiii) There are no attachments, executions, assignments for the benefit of creditors or voluntary or, involuntary, proceedings in bankruptcy pending against, contemplated by or threatened against Donor or the Property.

(xiv) There exists no pending action, suit or proceeding (or threat thereof) against Donor or with respect to the Property, which could in any manner inhibit the transaction or otherwise have an adverse impact on the Property.

(xv) The Foundation will not be obligated under any employment, maintenance, management, or service contract pertaining to the Property except as may be expressly assumed in writing by the Foundation.

(xvi) As of the Closing Date, there shall be no leasing commissions, locator's or finder's fees due in connection with the Property, except a real estate commission, if any, due from the Donor.

k. For any improved Property, the Foundation shall obtain an Inspection Report (or Property Condition Assessment Report) as to the condition of the improvements and any defects. The Donor shall be obligated to reimburse the Foundation for the cost of the Inspection Report and pay the cost of any such repairs required by the Foundation.

l. The Foundation shall obtain a survey of the Property. The Donor shall reimburse the Foundation for the cost of the survey.

m. Donor must provide to the Foundation due diligence documents usually and customarily provided to buyers given the type and nature of the Property.

n. For occupied Property, the Donor must provide to the Foundation usual and customary Estoppel Certificates from all tenants certifying that: their lease is in full force and effect; there are no other agreements between the Donor and the tenant; there is no option to purchase the Property; the nature and extent of any option to extend the term of the lease; all rent has been paid; whether any rent has been paid in advance; the Donor is not in default under any of the terms or conditions of the Lease; tenant knows of no circumstances or occurrences which, with the passage of time, would constitute a default by the Donor under the Lease; and there are no charges, liens, claims, offsets, abatements, credits, or defenses to the payment of rent or any other amount due under the Lease.

o. The Property must be conveyed by the form of deed determined by the Foundation, with a preference for a General Warranty Deed that is subject only to those specific exceptions set forth in the Title Commitment that the Foundation has approved and accepted.

p. Unless specifically authorized by the Foundation, the Donor must pay all fees and expenses of closing, including but not limited to the Title Insurance premium and the cost of all endorsements to the Title Policy requested by the Foundation; recording fees, the documentary fee, and transfer taxes, if any; real property taxes and assessments to the date of transfer; common interest community fees and assessments to the date of transfer; and the Title Company's closing fees, and all other costs and expenses incurred in connection with the transfer of the Property to the Foundation.

q. Notwithstanding the satisfaction of all of the foregoing requirements by the donor, the Foundation expressly reserves the right to reject any gift of real estate in its sole and absolute discretion.

6. Remainder Interests in Property: The Foundation may accept a remainder interest in a personal residence, vacation home, or other real property subject to the requirements of this Article V, Section 5 above. Where the Foundation receives a gift of a remainder interest, expenses for maintenance, real estate taxes, insurance, and any property indebtedness are to be paid by the donor or other occupants. The donor or other occupants may continue to occupy the real property for the duration of the stated life. At the death of the donor, the Foundation may use or sell the property.

7. Bargain Sales: Subject to the requirements of this Article V, Section 5 above, the Foundation may enter into a bargain sale arrangement as a buyer in instances in which the bargain sale furthers the mission and purposes of the Foundation. All bargain sales must be reviewed and approved by the Development Committee and a recommendation whether to accept the gift made to the Board. Factors used in determining the appropriateness of the transaction include:

a. The Foundation must obtain an independent appraisal substantiating the value of the property.

b. If the Foundation assumes debt with the property, the debt ratio must be less than 50% of the appraised market value.

c. The Foundation must determine that it will use the property, or that there is a market for the property, enabling its sale within (12) months of receipt.

d. The Foundation must calculate the costs to carry the property (including property tax, if applicable) during the holding period.

8. Life Insurance Policy Ownership: The Foundation must be named as both beneficiary and irrevocable owner of an insurance policy before a life insurance policy may be accepted as a gift. The gift is valued either at its interpolated terminal reserve value or at its cash surrender value upon receipt. If the donor contributes future premium payments, the Foundation will recognize the entire amount of the additional premium payment as a gift in the year it is paid.

If the donor does not elect to continue to make gifts to cover premium payments on the life insurance policy, the Foundation may:

a. Continue to pay premiums,

b. Convert the policy to paid-up insurance, or

c. Surrender the policy for its current cash value.

Making a gift of Life Insurance qualifies the donor(s) for membership in the Foundation's Legacy Society.

9. Charitable Remainder Trust (CRT): The Foundation may accept designation as remainder beneficiary of a charitable remainder trust with the approval of the Development Committee.

When a donor establishes a CRT where the Foundation is named irrevocable beneficiary, the donor must agree at that time to the requirement that quarterly financial reports must be sent to the Foundation for valuation purposes. If this is not abided by, the Foundation reserves the right to request a change in trusteeship.

When a donor establishes a CRT where the Foundation is named a revocable beneficiary, annual financial reporting of the trust is recommended but not required. Making a gift of CRT qualifies the donor(s) for membership in the Foundation's Heritage Society.

10. Charitable Lead Trusts (CLT): The Foundation may accept a designation as income beneficiary of a charitable lead trust.

When a donor establishes a CLT where the Foundation is named irrevocable beneficiary, the donor must agree at that time to the requirement that quarterly financial reports must be sent to the Foundation for valuation purposes. If this is not abided by, the Foundation reserves the right to request a change in trusteeship.

When a donor establishes a CLT where the Foundation is named a revocable beneficiary, annual financial reporting of the trust is recommended but not required.

11. Retirement Plan Beneficiary Designations: The Foundation may accept designations as the beneficiary of retirement plans. Such designations shall not be recorded as a gift to the Foundation until such time as the gift is irrevocable. Where the gift is irrevocable, but is not due until a future date, the present value of the gift will be recorded. Making a gift of this type qualifies the donor(s) for membership in the Foundation's Legacy Society.

12. Bequests: The Foundation may accept bequest designations as the beneficiary of wills and trusts. Such designations shall not be recorded as a gift to the Foundation until such time as the gift is irrevocable.

a. Donors making such beneficiary designations should notify the Foundation to make certain that the terms of the gift will be acceptable.

b. Donors making gifts by Will or Trust should use designation language supplied by the Foundation and reviewed by their legal counsel.

c. Making a gift of this type qualifies the donor(s) for membership in the Foundation’s Heritage Society.

13. Life Insurance Beneficiary Designations: The Foundation may accept bequest designations as beneficiary or contingent beneficiary of life insurance policies. Such designations shall not be recorded as a gift to the Foundation until such time as the gift is irrevocable (when ownership of the policy is transferred). Where the gift is irrevocable, but is not due until a future date, the present value of that gift may be recorded at the time the gift becomes irrevocable.

Making a gift of this type qualifies the donor(s) for membership in the Foundation’s Heritage Society.

14. Other Property: Property not otherwise described in this Article V, whether real or personal, of any description (including mortgages, notes, copyrights, trademarks, royalties, patents, and easements) with a value of $100,000 or more, or gifts with any recurring costs to the Foundation must be reviewed by the Development Committee and approved by the Board. Gifts-in-kind (defined as equipment, books, software and the like that may be put to immediate use for educational or other purposes related to the mission of the Foundation) are included in the definition of other property.

15. Specific Student Gifts: Gifts for the benefit of a specific student are not accepted by the Foundation.

VI. Heritage Society

The Foundation Heritage Society is an optional recognition society of donors who have named the Foundation as beneficiary of a planned or estate gift. The following types of gifts qualify a donor for inclusion in the Foundation’s Heritage Society:

1. Charitable Remainder Trusts, remainder beneficiary designation
2. Retirement Plan Beneficiary Designation
3. Bequests
4. Life Insurance Beneficiary Designations
5. Life Estate

VII. Miscellaneous Provisions

1. Foundation Responsibilities: The Foundation staff shall disclose to all prospective donors the benefits and liabilities that could reasonably be expected to influence the donor's decision to make a gift to the Foundation. Donors shall be encouraged to consult with legal counsel and financial advisors in making their decision. In particular, donors shall be made aware of the irrevocability of a gift, prohibitions on donor restrictions, items subject to variability (market value, investment return, and income yield), and the fees charged by the Foundation. Additionally, staff to the Foundation from the Office of Advancement shall maintain a written record of discussions with donors in the Foundation's database. The role of the staff shall be to inform, guide, and assist a donor in fulfilling his or her philanthropic wishes, but never to pressure or unduly influence a donor's decision.

2. Acceptance of Gifts: The Development Committee will recommend to the Board whether or not to accept a gift and the Board will make the final determination on the acceptance of gifts. The Foundation reserves the right to accept or reject gifts' in its sole and absolute discretion.

3. Securing appraisals and fees for gifts to the Foundation: It is the responsibility of the Foundation to secure a qualified appraisal (where required or deemed necessary) at the donor's expense, and donor payment of fees of the Foundation's independent legal counsel (where required or deemed necessary) for all gifts made to the Foundation. The donor shall provide the Foundation with IRS Form 8283 as required. The donor shall consent, at the time of the gift, to having a copy of the appraisal sent directly from the appraiser to the Foundation. The donor shall identify the appraiser and pay all fees related to the initial appraisal.

4. Valuation of gifts for development purposes: The Foundation shall record a gift received by the Foundation at its valuation for gift purposes on the date of the gift. Should a contribution of property other than publicly traded stock not require a qualified appraisal, the donor shall permit the Foundation to consult with the donor's tax advisor to determine the valuation of the gift as an asset of the Foundation.

5. Responsibility of IRS filings upon sale of gift items: The Executive Director is responsible for ensuring the filing IRS Form 8282 upon the sale or disposition of any asset sold within two years of receipt by the Foundation where the charitable deduction required a qualified appraisal (generally property other than publicly traded stock with a value of $5,000 or greater). The Executive Director of the Foundation must also ensure the filing of this form within 125 days of the date of sale or disposition of the asset. Form 8282 with filing instructions is attached as an appendix to these policies.

6. Acknowledgment of all single gifts of cash or marketable securities of $250 or more made to the Foundation: In compliance with current IRS requirements, acknowledgment of all gifts shall be the responsibility of the Foundation staff and will be made as soon as practical, but not later than later than February 28th for gifts made in the prior year.

7. Responsibility of donor, IRS Form 8283: Individuals making non-cash donations with a value of more than $500 to the Foundation are required by the IRS to file form 8283 for the amount of any claimed tax deduction. Certain gifts by individuals or entities with a value over $5,000 will need to be signed by their appraiser and signed by the Foundation. The Foundation will retain copies of any form 8283 that is presented for signature.

8. Gifts made in honor/memory of individuals or a group of individuals: The Foundation will accept gifts in honor/memory of individuals. Written acknowledgements will be sent to individuals if the donor has provided the necessary contact information.

9. The Foundation as a beneficiary of a third-party event: The Foundation will, upon approval of the Executive Director, accept being appointed the beneficiary of a third-party event of the Foundation. All funds raised by third-party events must be raised in accordance with the Foundation's "Fundraising Policies and Procedures."

10. Use of the Foundation's Federal Tax ID Number: Under no circumstances will a third party be allowed to use the Foundation's Federal Tax ID number for fundraising purposes outside a sanctioned Foundation approved use or event.

11. Use of the Foundation's logo by a third party: Under no circumstances will a third party be allowed to use the Foundation logo without written permission by the Board Chair or Executive Director of the Foundation.

12. Donor and Data Confidentiality: The Foundation's use of the names, addresses, or any other information regarding its donors is governed by the Foundational Confidentiality Policy.

13. Donor Recognition: The Foundation is grateful for the support it receives through various gift channels. Accepted gifts will be acknowledged by the Foundation by staff from the Office of Advancement in accordance with federal regulations. The Foundation's acknowledgement will confirm that no (or only *di-minimis* value) goods or services were received by the donor in exchange for the gift. Unless otherwise requested, a donor will receive ongoing general mailings from the Foundation via US Postal Service or e-mail.

VIII. CHANGES TO POLICY

The Development Committee is responsible for (1) reviewing current issues and requirements associated with philanthropy to assure that this gift policy meets the applicable requirements;

and (2) review of this policy annually to assure that it continues to serve the needs of the Foundation and recommending any necessary changes to this policy. The Development Committee will recommend any deviations from this policy to the Board for approval.

This policy has been reviewed and adopted by the Board of the Foundation.