

# GEORGIA HISTORICAL SOCIETY

## GIFT ACCEPTANCE POLICY

The intent of this policy is to encourage funding for GHS programs, daily operations, and future growth without burdening the organization with gifts that may generate more cost than benefit or that are restricted in a manner that is not in keeping with the mission and goals of GHS. The following policies and guidelines govern acceptance of gifts made to GHS for the benefit of any of its operations, programs or services. However, to prevent misunderstandings and conflicts, these guidelines should be viewed as flexible in order to accommodate unpredictable fundraising situations and donor expectations. Special situations will be evaluated on a case-by-case basis.

GHS urges all prospective donors to seek the assistance of personal legal and financial advisors in matters relating to their gifts, including the resulting tax and estate planning consequences.

### **Solicitations**

The role of GHS staff and board members is to inform, serve, or otherwise assist donors in fulfilling their philanthropic wishes, but never to pressure or unduly persuade. No person acting in any capacity on behalf of GHS shall receive commissions or finders' fees with respect to gifts generated.

### **Gift Planning**

Prospective donors to GHS are to be encouraged by staff to seek the assistance of independent legal and tax advisors relating to their gifts and the resulting tax and estate planning consequences.

### **Use of Legal Counsel**

When appropriate, GHS will seek the advice of legal counsel in matters relating to the acceptance of certain gifts. The decision to consult legal counsel will be made by the President and CEO. Review by legal counsel will generally occur in the case of:

- Closely held stock transfers or gifts of securities that are subject to restrictions or buy-sell agreements;
- Gifts that require GHS to assume financial or other obligations;
- Transactions with potential conflicts of interest;
- Gifts of property which may be subject to environmental or other regulatory restrictions; and
- Other instances in which use of legal counsel is deemed appropriate by the Executive Committee or the GHS Board of Curators.

### **Donor Confidentiality**

In general, information concerning donors or prospective donors shall be kept confidential by GHS. Donor names within giving ranges will be published in GHS publications and on other recognition walls, plaques, etc. for recognition purposes, unless a donor requests anonymity.

### **General Gift Acceptance Conditions**

GHS will accept only gifts that are consistent with its core educational values and are:

- Compatible with the mission of GHS and of its individual programs;

- In compliance with the state and federal statutes, regulations, rulings, or court decisions that stipulate the conditions under which contributions can be tax favored; and
- Compatible with the tax-exempt status of GHS.

Unless a specific exception is granted, GHS will not accept any gift that:

- Would result in GHS violating its bylaws or is outside of the GHS mission;
- Violates any federal, state, or local statute or ordinance;
- Generates unrelated business income to GHS which may jeopardize its tax-exempt status;
- Creates a fund with restrictive clauses incompatible with the GHS mission,
- Commits GHS to name a fund where the gift is potentially revocable in any way;
- Requires GHS to employ a specified person now or at a future date;
- Knowingly exposes GHS to litigation or other liabilities;
- Is too difficult or too expensive to administer in relation to its value;
- Would result in unacceptable consequences; or
- Otherwise appears to be financially unsound.

GHS retains the right to immediately sell all gifts of stock or property so that it can invest the proceeds. GHS recognizes that the donor must have philanthropic intent and is willing to accept the gift's fair market value as determined by a mutually agreed upon third party with relevant expertise.

GHS accepts cash and checks, gifts of securities, real property, and personal property. Deferred gifts, also called planned gifts, are arranged with GHS during the donor's lifetime, but the benefits do not accrue until a later time, usually after the death of the donor or his/her beneficiaries. Bequests are the most common deferred gift. Other such gifts include naming the GHS as the beneficiary of a life insurance policy or the beneficiary of a charitable remainder trust.

## **Acceptance of Specific Outright Gifts**

### **Cash and Checks**

Cash and checks may be accepted regardless of the amount. The value of any cash or check gift is its face value.

### **Corporate Matching Gifts**

Donors are encouraged to ask their employers to match their personal contributions as a way to maximize the benefit to GHS. The individual's gift plus the corporate matching gift is credited to the individual's record. The individual's charitable tax deduction is limited to the individual's gift. The individual and the corporation are credited on recognition lists.

### **Publicly Traded Securities**

Securities that are traded on the New York and American Stock Exchanges, as well as other major U.S. and foreign exchanges and the NASDAQ, corporate bonds, government issues, and agency securities may be accepted by GHS. Marketable securities may be transferred electronically to an account maintained at GHS's brokerage firm. All securities will be sold promptly upon receipt.

### **Real Property**

No gift of real estate will be accepted without prior approval of the Board of Curators. GHS will not accept real estate encumbered by a mortgage.

No gift of real estate will be accepted without first receiving a qualified appraisal by a party chosen by GHS. The Board of Curators will review an acceptable deed and necessary documentation. The cost of obtaining necessary documents and fees associated with environmental studies; property taxes; maintenance, management and insurance appraisals; title reports; and legal fees should be borne by the donor.

### **Tangible Personal Property**

No personal property will be accepted unless there is reason to believe the property can be sold in a reasonable amount of time. No personal property will be accepted that obligates GHS to ownership of it in perpetuity. No perishable property or property that will require special facilities or security to safeguard the property will be accepted without prior approval of the Board of Curators.

The exceptions to this policy are gifts of collections related to the mission of GHS. GHS accepts as gifts items that are deemed appropriate by the professional staff. It may decline to accept items that in the opinion of the staff are inappropriate; too difficult to care for; of questionable provenance; or items that could be better placed in another institutional collection. Items given to GHS are given with clear and unrestricted title. Items entering the collection as gifts will generally be recorded on an accession form duly signed by the donor, specifying the terms of the gift in accordance with the GHS Collection Development Policy.

### **Intangible Personal Property**

Intangible property of any description—including mortgages, notes, copyrights, royalties, easements—whether real or personal, will be accepted only by action of the Board of Curators.

## **Policy for Acceptance of Deferred Gifts**

### **Bequests**

Gifts through wills will be encouraged actively by GHS. Gifts from the estates of deceased donors consisting of property that is not acceptable will be rejected only by action of the Board of Curators. Attempts will be made to discover bequest expectancies wherever possible in order to plan for the financial future of GHS.

### **Charitable Remainder Trusts**

GHS may be named a beneficiary or remainder beneficiary in a charitable remainder trust. GHS is not authorized to act as a trustee of charitable trusts.

### **Life Estate Gifts**

Donors generally will not be encouraged to make gifts of real property to GHS under which they maintain a life interest in the property.

### **Gifts of Life Insurance**

GHS will accept gifts of life insurance where GHS is named as both beneficiary and irrevocable owner of the insurance policy. The donor must agree to pay, before due, any future premium payments owing on the policy.

**Named Funds**

Donors may establish a named fund that may or may not be named for or by the donor, require that the corpus in whole or in part be invested permanently, and be restricted as to purposes.

**In-Kind Gifts**

GHS gratefully accepts all appropriate in-kind contributions of skilled services and tangible assets consistent with its mission and non-profit status. Such gifts may be claimed as tax-deductible contributions. Federal regulations state, however, that donors must estimate the fair market value of donated goods and services.