



Marist University Gift Acceptance Policy

May 1, 2025

I. General Information	3
A. Marist University Mission Statement	3
B. Marist University Values Statement	3
II. Overview	3
A. Purpose of the Policy	3
B. Guiding Principles	4
C. Fundraising Responsibilities	4
D. Policy Governance	5
E. Conflicts	5
III. Gift Acceptance Committee ("GAC")	5
A. Purpose	5
B. The Committee	5
C. Review Procedure	6
IV. Gift Types	6
A. Acceptable Gifts	7
B. Gifts Requiring Review and Approval	7
1. Real Estate	8
2. Bargain Sales	9
3. Gift In-Kind and Other Personal Property	10
4. Related use gifts	10
5. Non-related use gifts	10
C. Declining a Gift	11
D. Pledges	12
E. Grants	13
V. Planned Gifts	14
A. Charitable Gift Annuities	14

B.	Charitable Remainder Trusts (CRTs)	15
C.	Charitable Lead Trusts (CLTs)	17
D.	Retained Life Estate	18
E.	Retained Life Estate with Charitable Gift Annuity	18
F.	Bequests, Living Trusts, or Beneficiary Designations	18
1.	Documentation	19
2.	Revocable	19
3.	Irrevocable	19
VI.	Nonstandard Gifts	19
A.	Life Insurance Policies	19
B.	Non-traditional Gifts of Securities	20
C.	Virtual Currency or Blockchain (e.g., Bitcoin)	20
VII.	Named Gifts	20
VIII.	Endowments	21
IX.	Restricted Gifts	23
X.	Appendix	25
A.	Marist University Institutional Policies	25
B.	CASE Policies	25
C.	Glossary of Terms	25

I. General Information

Marist University is a comprehensive, independent institution grounded in the liberal arts located in the historic Hudson River Valley. It has branch campuses in Florence, Italy, Madrid, Spain, and Dublin, Ireland. Marist is dedicated to helping students develop the intellect, character, and skills required for enlightened, ethical, and productive lives in the 21st-century global community.

In 1947, the first graduating class of modern-day Marist University consisted of four Marist Brothers. Now an independent institution governed by a lay board of trustees, more than 52,000 alumni call Marist University their alma mater. Marist has a proud tradition that laid the foundation for a state-of-the-art campus for students preparing to enter the workforce of the 21st century. Marist's commitment to the ideal of excellence in education begins with a firm foundation in the liberal arts and sciences. The Marist ideal of community is based on the belief that we become a better institution through the active involvement of faculty, staff, students, and alumni in the life of the University. The Marist ideal of service is predicated on our belief in the dignity and value of every human being. We encourage students to engage beyond the campus, with full knowledge that the broader their experiences, the better prepared they'll be to contribute to their community after they graduate. Marist University follows the tradition of many great institutions founded as seminaries and developed into independent academies of higher learning.

Marist University is a 501 (c) (3) not-for-profit corporation organized under the laws of the State of New York with a federal tax identification number of 14-1442493.

A. Marist University Mission Statement

Marist is dedicated to helping students develop the intellect, character, and skills required for enlightened, ethical, and productive lives in the global community of the 21st century.

B. Marist University Values Statement

Marist University fulfills its mission by pursuing three ideals: excellence in education, a sense of community, and a commitment to service. These ideals were handed down to us by the Marist Brothers who founded the College. Now an independent institution governed by a lay board of trustees, Marist continues to embrace the three ideals as an integral part of the University mission.

II. Overview

A. Purpose of the Policy

The Gift Acceptance Policy provides guidance and counsel to Marist employees and volunteers engaged in institutional fundraising activities. All gifts and grants are to be accepted or declined in accordance with the policies set forth herein.

Gifts must be solicited, accepted, processed, recorded, and acknowledged in a manner that protects the interests of both Marist and its donors.

To prevent misunderstandings and conflicts, Marist views these guidelines as flexible and realistic to accommodate unpredictable fundraising situations and donor expectations. Such situations and expectations, however, must be consistent with Marist's mission and values and reviewed by the GAC.

B. Guiding Principles

- Marist University encourages gifts to support its mission as an independent, comprehensive institution grounded in the liberal arts.
- Marist has instituted a Gift Acceptance Policy that balances the welfare of Marist University and the donor's interests.
- Marist adheres to all local, state, and federal laws, including the Internal Revenue Code, related U.S. Treasury regulations, and State of New York statutes pertaining to charitable organizations and not-for-profit corporations.
- Marist will adhere to IRS regulations governing charitable contributions and follow the gift recording and reporting standards set by the Council for the Advancement and Support of Education (CASE). Planned gifts will be recorded and reported according to the National Council on Planned Giving (NCPG) standards.
- Marist reserves the right to decline certain gifts, including those from which the University will realize little or no financial gain, those made for purposes that are inconsistent with the University's educational mission, or those with restrictions that violate the University's ethical standards or may lead to discrimination or other situations as they arise, see [Marist Institutional Policies](#).
- The University retains the right to immediately sell all gifts of stock or property so that it can use the proceeds in accordance with the University policy.
- The University shall acknowledge all gifts and donations promptly and appropriately.
- Donors are encouraged to consult their personal advisors (accountants, certified estate or financial planners, attorneys, investment brokers, etc.) before making any major gift to Marist, particularly a deferred gift. Marist will not be liable and will be held harmless in connection with any advice donors may receive from other parties regarding a gift or donation.
- When accepting a gift, Marist also accepts the responsibility of stewarding that gift. That may include administering the gift properly, providing the donor with appropriate financial information about the gift, and, when appropriate, reporting to the donor about the use of the funds.

C. Fundraising Responsibilities

The responsibilities for fundraising on behalf of Marist are shared among Advancement staff, administrators, deans, and the President. All gift solicitations should support University priorities as determined by the President, Board of Trustees, and senior leadership.

During University campaigns, all development efforts will support the campaign's defined goals and will be directed and coordinated through the Office of the Vice President for Advancement.

All gifts must be reported immediately to Advancement Services in the Office of Advancement.

Advancement Services must record and control all transactions of monetary gifts received by the University following the gift-processing policies and procedures in place at the time.

D. Policy Governance

This Policy was developed and approved by the President, Executive Vice President, Vice President of Business Affairs/CFO, Vice President for Academic Affairs, University Counsel, and Vice President for Advancement. It will also be presented to the Advancement Committee of the Board of Trustees, which will review and modify it in its sole discretion.

E. Conflicts

The Gift Acceptance Committee will address or respond to any disputes, conflicts, or special requests regarding these policies on a case-by-case basis.

III. Gift Acceptance Committee ("GAC")

A. Purpose

The GAC exercises the oversight and responsibilities specified in the Gift Acceptance Policy. When gifts are not allowed under the current policy and require review by the GAC, the GAC will review the information presented and decide whether to accept the gift. Under certain circumstances, the Advancement Committee of the Board of Trustees may be consulted if appropriate. The GAC will endeavor to respond promptly in such cases so that gifts can be completed or declined promptly and appropriately.

The Committee represents the University's interest in evaluating the gift's use in relation to the University's mission.

B. The Committee

- The Vice President for Advancement shall serve as Chair of the Committee.

- The GAC shall comprise the Vice President for Advancement, the Executive Vice President, the Vice President of Business Affairs/CFO, University Counsel (ex-officio as needed), the Associate Vice President of Development, and the Director of Gift and Legacy Planning.
- The Chair shall consult with the President before any meeting of the GAC. The Chair may also consult with any other Administration and/or Faculty member the Chair believes appropriate.
- When appropriate, based on the nature of the subject being considered, the Chair may invite others to participate, e.g., the Vice President for Academic Affairs, the Director of the Art Gallery, or the Director of the Fashion Program.
- The Committee shall meet virtually at the request of the Chair as necessary.
- Three (3) voting members of the GAC constitute a quorum, with at least one member being either the Executive Vice President or the Vice President of Business Affairs/CFO.
- The GAC may conduct votes via email.
- In the event of a tie vote among the voting Committee members present, the tie shall be broken by a decision of the President.
- The Advancement Committee of the Board of Trustees may also be consulted.

C. Review Procedure

A written summary presented to the GAC shall contain the following information:

- Description of gift
- Purpose of gift
- Estimated fair market value of the gift (including appraisal when available)
- Any anticipated income and expenses associated with the gift
- Staff analysis of risks and benefits

The GAC will review the information provided and determine whether to accept, request further information, suggest restructuring, or decline the prospective gift.

The GAC will keep a written record of committee decisions and file a copy with the donor's Office of Advancement file.

IV. Gift Types

The term "gifts" refers to contributions made outright or in trust from private sources for which no goods or services are expected, implied, or to be given to the donor and in which no proprietary interests are to be retained by the donor. These gifts may be monetary or non-monetary, restricted or unrestricted, for current expenditure or endowment that will be invested. Grants from private, non-governmental sources made voluntarily and without any restrictions other than the purpose for which the gift is designated are also considered "gifts" to Marist.

A. Acceptable Gifts

The following types of gifts may be routinely accepted, requiring no formal approval or evaluation process:

- One-time gifts of cash or cash equivalents, including currency, money orders, checks, payment by credit card, and electronic transfer (wire transfer or other electronic form of transfer).
- Foreign currency where the minimum non-Canadian foreign currency value is greater than \$500, and the cost of conversion does not exceed the value of the gift.
- Publicly traded securities (e.g., stocks, bonds, mutual funds) which may be physically delivered to Marist's Office of Advancement or electronically transferred to Marist's brokerage account. Securities are sold upon acceptance or on the next available date of trading.
- In-kind personal property donations valued at less than \$5,000 that can be immediately used for related purposes.
- In-kind non-related use of personal property donations valued at less than \$5,000 that will be immediately liquidated through an institution-approved charity auction, raffle, or other similar fundraising event, provided the contributed item meets general decorum and ethical standards.
- Certain "nonstandard" gifts, including life insurance, nonstandard securities, and virtual currency, are listed in the [Nonstandard Gifts](#) section.
- All planned gifts discussed in the [Planned Gifts](#) section.

B. Gifts Requiring Review and Approval

The following types of gifts require review and approval by the GAC. Additional details and considerations to be used by the GAC are found in the sections below:

- Outright gifts of real estate
- Bargain sales
- Gifts of tangible personal property (related or non-related use) greater than \$5,000, as well as proposed gifts of a unique nature that might require institutional expenditures to accept, maintain, or liquidate, or that might represent a moderate or material risk to the organization
Examples include but are not limited to:
 - Works of art or other similar objects, particularly if intended for public display external to an art/museum facility
 - Airplanes, boats, cars, and other vehicles
 - Furniture
 - Rare books
 - Musical instruments
 - Collections
 - Livestock
 - Jewelry
 - Mineral, water, or timber rights
 - Oil wells
 - Overseas investments/assets

- Manuscripts
- Literary works (including faculty “papers”)
- Computer software (ownership or use)
- Intellectual property
- Patents
- Privately held shares of a closely held business or corporation
- Other nonstandard/unique gift vehicles not commonly bestowed:
 - Anything considered “unique” or of questionable value
 - Conditional pledges of any amount, including those with “matching” requirements
 - Gifts of real or personal property of any value, subject to donor restrictions pertaining to the disposal of the property
 - Partnerships
 - Partnership investment
 - LLCs
 - Closely held and restricted securities
 - Cash gifts with donor restrictions (other than being restricted to specific funds or with annual reporting requirements)
 - Interests in business entities
 - Alternative (to institutional protocol) investment requirements
 - New giving vehicle that the institution has not previously received
- Any proposed gift that, if/when liquidated, might not be sufficient to fund the project/priority specified
- Any gift that might have implications for institutional governance (donor desires to select the recipient of the chair/fellowship/scholarship), or lack of clarity in how a new Academic School or Center of Excellence would fit into the organizational structure and/or relate to existing programs, etc.

1. Real Estate

For this Policy, real estate includes, among other things, improved and unimproved land, residences, condominiums, apartment buildings, rental properties, commercial properties, timeshares, and farms.

The University may accept outright gifts of real estate, both improved and unimproved, valued at \$50,000 or more. Exceptions to the minimum may be made on a case-by-case basis to accept any gift of real estate. Marist shall require an initial environmental review by a qualified environmental firm. If the initial review reveals a potential problem, the University may retain a qualified environmental firm to conduct an environmental audit.

The GAC shall conduct due diligence to include, at a minimum, a site visit to inspect the property and a review of the following:

- market conditions for resale or the ultimate disposability of the property
- condition of any improvements located on the property

- zoning issues and title review to discover any covenants, conditions, restrictions, reservations, easements, encumbrances, or other limitations associated with the property
- carrying costs (including insurance, property taxes, mortgages, notes, or the like) or maintenance expenses associated with the property
- environmental review or audit to determine whether the property is damaged or otherwise requires remediation
- appraisal
- title review to determine encumbrance and restrictions on the property

Generally, the University will attempt to sell any property received as a gift as soon as possible at a reasonable price, as reflected by the current market.

Donors interested in making outright gifts of real estate will provide Marist with a copy of the title for the property in question.

In addition:

- Marist retains the right to decline a gift during negotiations without incurring cost or liability
- The University will only accept a full interest in a property unless otherwise approved
- The donor must pay for any initial appraisal made on the property
- The University may also conduct its own appraisal of properties under consideration
- It is the responsibility of the donor to pay all costs incurred in the transfer of the property, including the cost of compliance with any of the University's or federal, state, and local requirements
- Special attention shall be given to a proposed gift of real estate encumbered by any obligations
- Any sale occurring within three years of the gift date will be reported to the IRS, as required by law

Marist may require additional information to consider acceptance of a gift of real estate.

2. Bargain Sales

A "bargain sale" is a sale of property to the University for less than the property's current fair market value. The excess of the value over the sales price generally represents a contribution to Marist.

Marist may enter into a bargain sale arrangement in instances in which the bargain sale furthers the mission and purposes of the University. All bargain sales must be reviewed, recommended by the GAC, and approved by the President and Finance Committee of the Board of Trustees.

The University will determine the appropriateness of the transaction through these and additional means:

- An independent appraisal substantiating the value of the property
- A debt ratio of less than 50 percent of the appraised market value if Marist assumes debt with the property

- A determination that Marist will use the property or that there is a market that will allow for the sale of the property within 12 months of receipt
- A calculation of the costs to safeguard, insure, and expense the property (including property tax, if applicable) during the holding period

3. Gift In-Kind and Other Personal Property

Tangible personal property is property other than real property that is often defined as property that can be “touched.” Examples of tangible personal property include but are not limited to, new and used equipment, collections, animals, automobiles, boats, clothing, personal papers, antiques, china, stamp collections, rare coins, works of art, furniture, appliances, books, jewelry, gemstones, manuscripts, firearms, and archival materials.

Tangible personal property typically falls into two categories:

4. Related use gifts

The donation, as-is, must be useful to the organization in fulfilling the purpose or mission for which the organization was granted tax-exempt status. A gift that the University is interested in retaining for educational or mission-related purposes is called a "related use gift."

There are no minimum gift values for related use gifts.

5. Non-related use gifts

When the asset does not support the University’s educational mission, the University will not retain the gifted asset. The donation may still qualify as a gift-in-kind (that the University can count, and the donor can deduct), provided it was explicitly given to be sold at a charity auction or similarly disposed of at a fundraising event.

Any gifts-in-kind that cannot be used directly to support the University’s mission may be sold and credited on an item-by-item basis.

The minimum value of a non-related use gift is \$10,000. When the estimated value of any proposed non-related gift is less than \$10,000, or the University cannot readily sell it, donors are encouraged to sell the item(s) themselves and donate the proceeds.

All costs associated with the donation of the item(s) are the donor's responsibility. That includes, but is not limited to, delivery costs, insurance, assessments, and appraisals.

Gifts of tangible personal property cannot be accepted if made on the condition that the item(s) will be permanently exhibited or in use.

Acceptance of such gifts cannot involve significant additional expenses for their present or future use, insurance, maintenance, or administration, unless such expenses are agreed upon in advance and pertain to the gift's related use.

The University cannot incur burdensome financial or other obligations, directly or indirectly.

The University will not accept gifts of tangible personal property, such as books, paintings, etc., if such gifts are to be made on the condition, understanding, or expectation that the gifted items will be loaned to the donor or persons designated by the donor for life or for an extended period of time as determined by the donor, unless such conditions pertain to the gift's related use.

The gift's value and its potential marketability must be determined *before* the University accepts it. A gift-in-kind must be deemed of general or specific value to the University before acceptance. All costs associated with the donation of the item(s) are the donor's responsibility. That includes, but is not limited to, delivery costs, insurance, assessments, and appraisals.

Gifts-in-kind with a value exceeding \$5,000 shall be recorded at the appraised value. The donor must provide a copy of the qualified written appraisal, obtained at the donor's expense, following IRS regulations governing this gift.

Gifts-in-kind must be recorded in the Advancement database and the University's accounting systems.

The GAC, in consultation with the internal organization that wishes to retain the gift (i.e., Fashion Program, Art Gallery, Library Archives, etc.), shall review and determine whether to accept any gifts of tangible personal property. Requirements for the review may include:

- A detailed written and photographic description of the property, including physical dimensions and condition
- An estimate of any expenses related to the acceptance, retention, and/or sale of the gift, including an estimate of storage and/or transportation costs
- An assessment of the possibility of any adverse publicity for the University if the gift is accepted
- Details of any special arrangements or stipulations requested by the donor as conditions of the gift
- A qualified appraisal supplied by the donor that will be used in the GAC decision, and in valuing the gift for recognition
- For a related use gift, a written statement of the item's scholarly or artistic value that includes an endorsement by the head of the Marist organization that wishes to retain the gift
- For a non-related use gift, an assessment of the marketability of the proposed gift and how the gift should be sold to realize its full value

C. Declining a Gift

Gifts to Marist may have to be declined under certain circumstances, including but not limited to the following:

- The gift's purpose would be inconsistent with the University's educational mission.
- The gift would require support from other University resources that are unavailable, inadequate, or needed for other University purposes.
- The gift would support a purpose or program peripheral or secondary to existing primary purposes of the University, or create or perpetuate programs and obligations, which would dissipate resources or deflect energies from other Marist programs, priorities, or purposes.
- The gift could limit or tend to limit the University's academic freedom.
- The gift could negatively impact the reputation or standing of the University now or in the future or generate such controversy to defeat its intended purpose.

D. Pledges

Only authorized members of the Office of Advancement staff, their designees, and the President can accept new pledges on behalf of the University. Gifts should be in amounts appropriate to carry out their specified use.

Individuals wishing to initiate a group fundraising project for an approved institutional fundraising priority, such as establishing an endowed scholarship or naming a space on campus in honor or memory of another individual or entity, will be asked to fund a minimum of 50 percent of the required fundraising goal to help ensure the ultimate success of said effort. The GAC will carefully review and consider all such requests.

All new monetary pledges (commitments) shall be reported and documented immediately to Advancement Services in the Office of Advancement and shall not exceed 5 years without GAC approval.

Gift requirements must support the University's mission, and any restricted use stipulated for a gift must be consistent with prevailing federal, state, and local laws and public policies. Written approval of the President (and/or Vice President for Advancement) is required before soliciting significant new programs, new equipment, new facilities, or any other long-term obligations to Marist.

The following guidelines should be used when new pledges/commitments are considered:

- Pledges funded with cash, cash equivalents, or easily liquidated property (such as publicly traded stock) will be recorded at face value in keeping with the gift-processing policies and procedures at the time.
- For a pledge contingent upon the realization of an illiquid asset to be recorded, the donor must execute a pledge agreement that states the donor will support the pledge with a promise to pay using other assets if necessary.
- In cases where a pledge is used as a challenge to motivate other donors to make pledges, gifts, and/or payments and where the other donors' payments are made contingent on the fulfillment of the pledge underlying the challenge, the challenge pledge must be established and documented as an enforceable pledge for the challenge donor.

- **Enforceable Pledges** - In cases where Marist and the donor intend for the pledge to be enforceable, a pledge letter (gift agreement) indicating such intention must be prepared. This letter documents that all parties agree that Marist and others may rely on that donor's promise and provides the required documentation for Marist to account for its receivable. The pledge letter should include the source of the funds used to pay the pledge, the payment schedule, and the designation.
- **Letter of Gift Intent** In certain circumstances, it is inadvisable for the donor to create an enforceable pledge. For instance, if a donor knows in advance that they are planning to direct payments from a donor-advised fund or some other third party, the donor cannot make an enforceable pledge. (It is impermissible for a donor-advised fund to pay on a pledge.) In these instances, it is preferable to have the donor sign a letter of intent for documentation sufficient to record the pledge and recognize the donor in various University publications. This will allow the donor greater flexibility.

E. Grants

The Office of Advancement does not accept or administer sponsored program grants. These grants are not gifts. They are cash awards from a grant-making organization to be spent for a specific purpose. Sponsored program grants typically require a detailed report of how the funds were spent and a summary of the program results at the end of the project. The grantor may require a refund of all or part of the award if certain conditions are not met. This statement does not apply to "grants" from family foundations that do not require reporting and/or return of unused funds. The word "grant" may be used in these cases, but these "grants" are considered gifts by the donors. These gifts secured by the Director of Corporate, Foundation, and Government Relations, benefiting Marist, will be reported to the Vice President for Advancement.

Characteristics of a Gift	Characteristics of a Sponsored Project
Funding does not originate from a governmental agency.	Funding often originates from governmental agencies but also with non-governmental sponsors.
For a general or specific purpose, such as an endowment, capital projects, a line of research, faculty support, student financial aid, a department, library, arts, scholarships, facilities, instruction, etc.	For a specific statement of work, e.g., specified protocol, experiments, testing of hypothesis, particular line of inquiry, or for a specified research project, specific instruction, or other sponsored activities.
Few, if any, deliverables (other than reports as noted below, and use of funds as requested and awarded).	Deliverables defined by agreement, e.g. reports, research results, IP rights, equipment, etc., and funds may be withheld pending delivery.
No restrictions on publication rights. Publication attribution may be encouraged or agreement may be silent on attribution. Sponsoring organization may require something similar to	Agreement requires attribution to the sponsor and often asks for or requires minor publication delays.

“Research made possible by a grant/gift from...” language.	
Proposal may be informal, e.g. a letter proposal from an individual, department, office or school, or the grant making organization may require a formal proposal with specific guidelines and required information.	Sponsor requires formal and detailed proposal and/or contractual agreement. Must be submitted through the Office of Sponsored Programs.
Often require only general stewardship and communication as a courtesy to donor, e.g. progress reports, reports of expended funds and balance.	May require detailed financial and other reports, e.g. scientific reports, invention reports, financial reports in sponsor specified format. May include the right of the sponsor to audit the information.
No requirement for return of unexpended funds.	Budgets and project periods may result in unexpended funds that must be returned if no approval is given to carry forward or extend the project.
No pre-approvals are required for expenditures unless a change of circumstances arises that may cause Marist to revisit the purpose of the gift with the donor.	Certain expenditures may require prior written approval by the sponsor.
Some gifts may be combined into one fund (if for the same purpose).	Must be separately budgeted and accounted for.
Qualifies for tax treatment as a charitable contribution by the donor.	May qualify for basic research tax credit for the sponsor.
No obligation or agreement to share data with the donor. The donor is willing to relinquish Marist's intellectual property and data rights. The donor may request progress reports as noted above.	Sponsor expects or requires access to data, primary records, or can audit data collection.

V. Planned Gifts

This section addresses several forms of gifts with a life income and the policies that should govern them.

A. Charitable Gift Annuities

Charitable Gift Annuities (CGAs) are contractual agreements between third-party issuers and a donor that guarantee fixed payments to one or two individuals for life in exchange for the donor's gift. Marist University is named as the irrevocable charitable beneficiary of the CGA contract between the third-party issuer and the donor.

Marist will partner with third parties to issue CGAs to donors in all states. Any third-party issuer of CGAs must be registered in the state where the annuity is issued, and annuities will not be issued until the

state registration process is complete. Some states prohibit the issuing of annuities in certain forms. Donors should check with their financial advisors and/or Marist Gift Planning staff members about which of the annuity forms listed here are available to them.

Annuity rates offered by Marist through its third-party issuers shall be consistent with those offered by the American Council on Gift Annuities (ACGA). When ACGA revises these rates, they are revised accordingly.

The minimum permissible initial CGA is \$25,000.

Third-party issuers and administrators shall be solely responsible for creating, issuing, and servicing the CGAs. Upon the last annuitant's passing, the third-party issuer will determine the final account value and send a payment to Marist University.

Permissible CGA forms include:

- Immediate Payment Charitable Gift Annuities (CGAs)
- Deferred CGAs
- Flexible Deferred Charitable Gift Annuities
- Commuted CGAs
- Impact CGAs
- Testamentary CGAs
- Legacy IRA-CGAs

Except for commuted CGAs, income beneficiaries must be at least 55 years old when payments begin.

Almost all liquid or easily liquidated assets can be contributed to fund CGAs, including Individual Retirement Account (IRA) Rollover gifts (subject to IRS limitations).

Acceptance of real estate to fund a CGA requires approval by the Gift Acceptance Committee. Some states do not allow the use of real estate to fund CGAs.

B. Charitable Remainder Trusts (CRTs)

Charitable remainder trusts are separate legal entities that pay income to one or more individuals, operate for years or the lifetime of the income beneficiaries, and, at the end of the trust term, pay any assets remaining in the trust to charitable beneficiaries.

Individually managed charitable trusts may be established by living donors or built with testamentary gifts. When the designation for a CRT gift is a new program or initiative, the program or initiative will not be implemented until the obligation for payouts has ended.

Summary Guidelines

- External Management Fees

In all cases, external management and custodial fees attributable to new individual trusts for which Marist is a trustee will be charged to the trust.

- Tax Preparation Fees

As a trustee, the University is obligated to complete and file tax and information returns annually for each trust. Fees for preparing these returns will be charged to the trust.

- Document Preparation

Where Marist serves as trustee, Marist will generate the trust documents, which must be reviewed and approved by the donor's counsel.

Costs for any review or revision of a trust or other agreement or the documents creating a testamentary gift for a trust that are required for the trust or gift to qualify under federal law for a charitable income, gift, or estate tax deduction must be paid by the donor or the donor's estate. However, when Marist and the donor have shared interests in the revision, the costs of that revision may likewise be shared by mutual agreement. The Director of Gift and Legacy Planning and/or the GAC may offer suggestions and recommendations on cost sharing and ways to simplify revision. Other revisions necessary for the trust or gift to meet Marist's management policies may be paid entirely by the University, if approved by the Director of Gift and Legacy Planning and/or the GAC.

- Trust Structure
- CRTs may be established with outside trustees that name Marist as the remainder beneficiary (revocable or irrevocable).
- More than one charity may be named as a remainder beneficiary of a CRT. However, if Marist is serving as trustee, the University's interest must be at least equal to the interest of the other remaindermen.
- The number of income beneficiaries is unlimited, subject to the IRS 10 percent and IRS 5 percent rules mentioned below.
- CRTs can be established to operate for the life (or lives) of named beneficiaries or a fixed term of 20 years or less, subject to the IRS 10 percent rule mentioned below. To receive payments, CRT life income beneficiaries must be at least 65 years old.
- IRS regulations require that the payout rate for CRTs must be at least 5 percent.
 - Marist policy limits the payout rate to no more than 6 percent for life term CRTs, although exceptions may be made upon recommendation of the Director of Gift and Legacy Planning and approval of the GAC.
 - The payout rate may be higher for shorter fixed-term CRTs.
- IRS regulations also require that the present value of the charitable remainder interest be no less than 10 percent of the face value of the gift.
- Trusts cannot be established or added to with credit card gifts.

- Charitable Remainder Annuity Trusts (CRATs)
- CRATs pay income beneficiaries a fixed income at least annually. The income is calculated as a percentage of the initial face value of the gift that funded the trust.
- The minimum face value of the gift to establish a new CRAT for which Marist is to be the trustee is \$100,000. No additions may be made to the CRAT after it has been funded. Other third-party administrators or trustees may have different minimums to establish a CRT.
- Almost any liquid and many illiquid assets may be used to fund a CRAT, subject to the rules set by the trustee of the CRAT. However, because CRATs may not accept additions, and because their payment obligation begins at funding and may not be deferred, CRATs funded with illiquid assets must typically also have liquid assets such as cash to make required income payments.
 - IRS regulations require that there must be no more than a 5 percent probability of the CRAT exhausting its assets before its term ends. This requirement will inform the term of the trust and the payout rate.
- Charitable Remainder Unitrusts (CRUTs)
 - CRUTs pay income beneficiaries at least annually. The income is recalculated each year as a fixed percentage of the annually revalued market value of the assets held for the trust.
 - The minimum face value of the gift to establish a new CRUT for which Marist is to be the trustee is \$100,000. Additions of at least \$1,000 may be made at any time. Other third-party administrators or trustees may have different minimums to establish a CRUT and minimum addition requirements.
 - Almost any liquid and many illiquid assets may be used to fund a CRUT, subject to the rules set by the trustee of the CRUT. When a CRUT is established with real estate or other property or interests, Marist may require that the donor or another party serve as trustee until such time as the property or interest is sold, so that the University is not in the chain of title.

C. Charitable Lead Trusts (CLTs)

CLTs make income payments (“lead” payments) to a charity and deliver the remainder to some non-charitable beneficiary.

CLTs may be set to operate for a term measured by either (a) the lifetime of the individuals living at the time the trust is created, or (b) a term of years, or (c) a combination of lives and a term.

There are two general categories of CLTs — grantor and non-grantor. Marist will accept distributions from any CLT. In very limited circumstances and with the approval of the GAC, Marist will serve as trustee only for a non-grantor lead unitrust. When Marist agrees to serve as trustee, the minimum gift required to open a CLT is \$500,000.

D. Retained Life Estate

A gift of real property with a retained life estate (RLE) involves the transfer of the title to a personal residence or farm to the University whereby the donor or another person retains use of the property for a term of years or the life/lives of the donor and/or another person.

The University may accept a gift of real property with a retained life estate, subject to approval by the GAC.

The minimum face value of Marist's share of the property must be \$100,000. Once Marist has title to at least \$100,000 of the total value of the property, smaller additions to the gift may be accepted.

Mortgaged property is eligible for contribution under a retained life estate arrangement; however, donors are obligated to continue paying the mortgage as a condition of their tenancy.

As with other deferred gifts, new programs will not be initiated until the gift (i.e., the property) is liquidated.

All guidelines for the gifting of real estate apply.

The agreement creating the life interest must provide that the donor and/or life tenant shall remain responsible for the payment of mortgages, taxes, insurance, utilities, maintenance/repairs, and all other costs associated with the property. Donors shall not violate or allow any environmental laws/ordinances covering this property to be violated.

E. Retained Life Estate with Charitable Gift Annuity

With GAC approval, a donor may contribute and live in his or her home and use the contribution under a CGA arrangement to secure income for life. The CGA is based on the calculated remainder value of the RLE gift rather than on the face value of the property. This represents an unfunded annuity liability for the University, so the appreciation potential for the property must be weighed against the annuity costs. Further, the ACGA-prescribed annuity rate may be discounted. Such annuity costs may be treated as the acquisition expense for the property's future value. All the guidelines in this Policy on outright gifts of real estate are applicable.

F. Bequests, Living Trusts, or Beneficiary Designations

Gifts to the University of virtually any asset may be made upon the donor's death, through provisions in his or her will or living trust, or other beneficiary designations (including, but not limited to, individual retirement accounts, qualified plan, and life insurance beneficiary designations).

1. Documentation

For a bequest intention to be considered "documented" by Marist, a copy of the donor's will, or the pertinent provisions from similar documents evidencing the donor's intention, or other written documentation including but not limited to: correspondence and/or emails indicating the donor's intentions, or a completed Marist Legacy Society Enrollment Form. If not included in the document, or if the intended amount is articulated as a percentage of the residuary estate, a statement of the outright or estimated amount of the designation at the time of the gift shall also be provided to Marist.

2. Revocable

Documented testamentary indications revocable (not legally binding) from donors who have reached age 65 will be accepted and credited as commitments at face value, as established in writing by the donor. Such gifts from donors older than 50 but not yet 65 years of age will be accepted at the discretion of the GAC and, if accepted, will generally be credited at discounted present value – 50%. Such acceptance may be revoked or adjusted if circumstances make it unlikely the bequest will be realized.

3. Irrevocable

Donors of any age who wish to make their planned gifts irrevocable may do so by virtue of a legally binding instrument such as a deferred pledge agreement, a contract to make a will, or a mutually acceptable agreement signed by the donor and the University. These gifts will generally be credited at face value as established in writing by the donor, except for donations of the ownership of life insurance policies not paid up by donors (insured) under the age of 65.

VI. Nonstandard Gifts

This section addresses several forms of nonstandard gifts and considerations that should be made before acceptance (thus avoiding the need to seek further guidance from the GAC):

A. Life Insurance Policies

Marist must be named as both the beneficiary and irrevocable owner of a whole life insurance policy before a life insurance policy can be recorded as a gift. The gift is valued at its interpolated terminal reserve value, or cash surrender value, upon receipt. If the donor contributes future premium payments, the University will include the entire amount of the premium payment as a gift in the year it is made. The University may:

- continue to pay the premiums;

- convert the policy to paid-up insurance; or
- surrender the policy for its current cash value.

Other items to consider:

- Minimum face value requirements if not fully paid up
- Maximum number of years premiums should be paid to fully pay the policy
- Annual (suggested) premium payment requirement
- Need for a qualified appraisal under certain circumstances
- Beneficiary program/fund upon realization of proceeds (and if to establish an endowment, disposition if the realized benefit does not meet the endowment minimum at the time of realization)

B. Non-traditional Gifts of Securities

- Loosely traded, closely held, Rule 144 or 145 Restrictions, S-3 security transactions, etc.

An able broker can quickly negotiate many of the above. Those that cannot—especially those closely held—should be referred to the GAC for review and approval.

C. Virtual Currency or Blockchain (e.g., Bitcoin)

As noted above, gifts of this nature can be routinely accepted if there is a precedent and a vehicle for acceptance. If not, the GAC should outline the steps required to gain acceptance. Currently, the University utilizes a third-party to accept and liquidate virtual currency before turning over the proceeds of the sale to the University.

Note that the IRS regards Virtual Currency as “property” and as such, 8283 rules apply, meaning that a dollar limit above which the GAC must be involved should also be established for gifts of this nature.

VII. Named Gifts

Marist welcomes gifts that memorialize or honor individuals. Gifts of any size may be designated in honor or in memory of an individual.

The President and Board of Trustees will determine the naming of buildings and other public spaces and structures at Marist. The University may name a new or existing building, or portions thereof, in recognition of gifts that provide a substantial portion of the costs of construction or renovation. The University also reserves the right to name such facilities in recognition of extraordinary gifts to Marist for non-capital purposes at the direction of the President.

Unless otherwise approved by the Board of Trustees, when a building or outdoor public space ceases to exist, the name will be honored as a part of Marist's history but will not necessarily be retained.

All namings are for the life of the space being named. However, the University reserves the right to revoke a naming or change a naming if one of the following conditions occurs:

- A donor does not fulfill a pledge obligation as outlined in the agreement, including, but not limited to, failing to make installments as scheduled in the agreement.
- The Board of Trustees determines, at its sole discretion, that the continued use of the name may compromise the public trust or reputation of the University.
- Demolition or considerable renovation or reconstruction of a physical space that substantially changes the function or appearance of the space.
- Dissolution of a school, department, program, institute, or other non-physical space.
- Repurpose of a physical space.

Memorial gifts involving outside enhancements such as pathways, plazas, etc., or accessories to existing facilities such as an extension of a lobby, windows, etc., require the approval of the GAC and the Buildings and Grounds Committee of the Board of Trustees. Such gifts may be recognized on a donor plaque within or near the related facility.

For corporate naming gifts, the University must conduct due diligence and consider the appropriateness of the corporate name in a public context. If a corporation's name changes after a University facility is named for it, the name of the University facility will remain the same unless the President recommends a change to the Board of Trustees per this policy. Corporate names may not be used for academic units.

Under no circumstances will a University building, part of a building, or an academic unit be named in recognition of a revocable planned gift.

For pledges towards the construction or renovation of physical entities, a name may go into effect only after at least 50 percent(50%) of the total pledge is paid.

VIII. Endowments

"Endowment fund" shall refer to any fund, or any part thereof, not wholly expendable by the University on a current use basis under the terms of the applicable gift instrument.

From the University's point of view, the terms of the endowment should be written to allow the most flexibility. However, the donor must be comfortable and satisfied with the terms of the agreement. Each party must understand exactly what is expected from the other. Donors may place reasonable awarding preferences on such gifts provided they are consistent with the University's mission and needs and all applicable state and federal laws.

All new endowments will be invested in instruments conducive to the appreciation of capital and guided by the University's investment policy guidelines. The Endowment pool is managed to achieve the maximum prudent long-term total return. The Finance Committee of the Board of Trustees has authorized a policy designed to preserve the value of the endowment pool investments in real terms (after inflation) and provide a predictable flow of funds to support operations.

The University adheres to the New York Prudent Management of Institutional Funds Act ("NYPMIFA").

The following types of endowments may be established:

- Endowments-Restricted – Gifts restricted by the donor for endowment, but for which the donor has limited the income produced to specific purposes or programs. These endowments are to continue in perpetuity, and the principal (the corpus) is to be preserved.
- Quasi-Endowments – Established internally, not by specific donor intent, a quasi-endowment is usually without a gift agreement and is approved by Board designation upon recommendation from administration. Funds can be donated or institutional, and principal and income may be utilized at the University's discretion. The Board designates the terms and use, can end its restrictions for any reason, and remove any funds from the quasi-endowment at any time.

The following policies pertain to named endowments:

- Endowment funds are invested according to policies established by the Board of Trustees.
- Endowment gifts may be used to establish a special endowment fund or may be added to an existing endowment fund.
- Donors interested in establishing a named endowed fund must sign an Endowment Agreement to be drafted by the Office of Advancement. Negotiation of any named Endowment Agreement on behalf of the University shall be recorded over the signature, and with full knowledge, of the Vice President for Advancement.
- In designating an endowment gift for a specific purpose, the Endowment Agreement should:
 - Describe that purpose as broadly as possible
 - Avoid detailed limitations and restrictions
 - Provide a clause granting the University maximum flexibility to use designated funds most consistent with the donor's and the University's interests. This is particularly true in cases in which future programmatic or other developments may make it impossible to apply the endowment proceeds to the purpose for which they were originally designated.
- Gifts to establish named endowment funds for specific purposes must meet the minimum dollar requirement set by the Board of Trustees. The minimum dollar requirement may be met within a specified and reasonable period. Minimum dollar requirements may be changed from time to time at the sole discretion of the Board of Trustees.
- The University reserves the right to review the minimum amount required for named endowments periodically and to amend the minimum amount required to ensure that endowment proceeds are sufficient to fund the intended purpose(s) of the endowment. If the University acts to increase the minimum amount required to establish a particular named

endowment fund for which there is a gift agreement, such action shall not be retroactive to funds already established and named.

- If the minimum amount required to establish a named endowment fund is not met within the agreed-upon pledge period, the University and the donor must determine, if possible, a mutually acceptable extension period. If an extension cannot be made, or if the minimum amount is still not met after the extension period has expired, the funds received to date will revert to current use funds within the school, program, or unit to which the endowment was designated. If no designation was specified, the funds revert to the University's current-use unrestricted funds.
- If the endowment fund is for faculty support or scholarship, a term endowment can be established, using the corpus to fund the faculty position or scholarship for a fixed number of years, depending on the size of the corpus and the cost of the position or scholarship.

Named endowment funds can be established in amounts of \$50,000 or greater. Minimum dollar levels for endowed funds are as follows*:

SUPPORT TYPE	Principal	Annual Income
Named, endowed Academic School**	TBD	TBD
Named, endowed Center of Excellence**	TBD	TBD
Named, endowed chair	\$3,000,000	\$150,000
Named, endowed professorship	\$2,000,000	\$100,000
Named, endowed visiting fellowship	\$1,000,000	\$50,000
Named, endowed scholarship (full tuition + full costs)	\$1,150,000	\$57,500
Named, endowed scholarship (full tuition)	\$850,000	\$42,500
Named, endowed scholarship (1/2 tuition + 1/2 costs)	\$550,000	\$27,500
Named, endowed scholarship (1/2 tuition)	\$425,000	\$21,250
Named, endowed lectureship	\$100,000	\$5,000
Named, endowed research fund	\$100,000	\$5,000
Named, endowed scholarship (minimum to endow)	\$50,000	\$2,500

*Minimum amounts for endowment funds are subject to review by the Board of Trustees as appropriate.

** Endowment minimums vary based on the size, scope, and profile of the individual School, Center, or Institute and will be determined case-by-case by the President and the Board of Trustees.

IX. Restricted Gifts

Restricted gifts are for a specific purpose other than “Endowment” or “Unrestricted.” In general, restricted gifts are for current operations. Unless otherwise specified, restricted gifts are used within the current fiscal year for their specified purpose unless otherwise approved. Essentially, restricted gifts provide budget relief for the following areas:

- Academic divisions
- Programs associated with student enrichment activities/student programming
- Faculty and staff support
- Research
- Public service
- Library
- Operations and maintenance
- Student financial aid
- Activities, programs, and initiatives under the umbrella of Student Affairs

The GAC will review and approve all policies, including restricted gifts, annually.

X. Appendix

A. [Marist University Institutional Policies](#)

The link above includes the following policies:

- Equal Opportunity/Affirmative Action Statement
- Americans with Disabilities Act
- Harassment Policy
- Code of Ethics

B. [CASE Policies](#)

Links include the following policies:

- [CASE Statement of Ethics](#)
- [CASE Principles of Practice for Fundraising Professionals at Educational Institutions](#)
- [CASE Donor Bill of Rights](#)

C. Glossary of Terms

Activity Date

The activity date is the last date the record has had activity. It could be the same date as the entry date or differ if adjustments/modifications to the record have been made. (For example, a gift is entered on May 12. On May 15, a notification is made that the gift will be modified to reflect a different designation. When this adjustment is made, the activity date will reflect the adjustment date. The entry date will still reflect May 12.)

Acknowledgement Letter

An “acknowledgement” is a thank-you letter to a gift/pledge donor.

Bargain Sale

The sale of property for less than the property’s fair market value.

Bequest

A gift left at death through several vehicles, including a will, a living trust, a life insurance policy, or a retirement fund beneficiary.

Campaign

“Campaign” refers to a specific period wherein gifts and pledges are collected. It does not indicate a designation.

Class Credit

All gifts, whatever the designation, receive class credit. “Class credit” refers to the class affiliation of the alumni donor.

Current Use (Expendable) Fund

A current, or expendable, fund is a designation wherein the gifts received are immediately available for spending.

Date of Gift

“Date of Gift” is the legal date of gift/pledge for tax filing purposes (the date the donor relinquishes control of the assets). The legal date of a check is determined by the postmark date for items received via the U.S. Postal Service or the check date, whichever is earlier. Items received through private courier (i.e., UPS, Federal Express) are dated with the date of receipt or the check date, whichever is earlier by Marist’s Office of Advancement. Transactions received by telephone (i.e., credit card calls, telephone pledges) are dated when the call is received. Online gifts are dated by the date the online transaction was completed.

Deferred (Planned) Gift

Deferred or planned gifts are gifts from which the University will benefit at some future date (usually at the time of the donor's death or a beneficiary). Deferred/planned gifts may be received as 1) Bequests, 2) Pooled Income Funds, 3) Charitable Gift Annuities, 4) Charitable Remainder Trusts.

Fund

“Fund” is the financial account to which a gift/pledge is assigned.

Constituent Category Code

A constituent category code (i.e., ALUM, STAF, etc.) is linked to an entity in the Banner system and indicates the type of constituent (i.e., alumna, staff, parent, friend, corporation, etc.).

Endowed Fund

An endowed fund is a designation wherein the gift is held (and invested) by the University in perpetuity. The total return concept is used to determine the annual spending rate.

Entry Date

The entry date is the actual date of the original information entry into the Banner database.

Fair Market Value

Fair market value is the face value of the gift when it is transferred to the University.

Fiscal Year

Marist University’s fiscal year runs from July 1 through June 30.

Gift

Gifts are voluntary, irrevocable, gratuitous transfers of cash, securities, or property of value to and acceptance by Marist University, or the execution of an instrument that legally vests an interest of value in Marist University.

If a gift is for multiple purposes, unless the donor indicates the distribution percentage, the University shall define clearly the basis for distribution for the amount to be properly recorded by gift accounting. A multipurpose gift shall be divided by purpose and counted by purpose. Multiple payments for a single gift purpose shall constitute a single gift in the accounting procedures. Individuals, corporations, foundations, and other legal entities may make gifts.

Gift in-Kind

A gift-in-kind is a non-monetary gift, such as a painting or book. These gifts are entered into the system with an appraised value, otherwise \$1.00 if the value is unknown or of little monetary value. The value is included in donor campaign commitments or any campaign figures.

Gift (Tax) Receipt

A gift receipt notifies the donor of their gift. It can be mailed electronically when the gift is made or physically mailed directly to the legal donor for tax filing purposes. The receipt contains the amount of the gift, a description of the property transferred, the date of the gift, and the designation, along with a statement regarding any goods or services provided in consideration of the gift.

Independent Qualified Appraisal

An appraisal that a qualified independent appraiser performs.

Independent Qualified Appraiser

Any individual or entity qualified to serve in that capacity and independent of the party of interest engaging in the transaction and its affiliates. The qualified independent appraiser must present in writing its qualifications to serve in that capacity and must also detail any relationship it may have with the party in interest engaging in the transaction that could enable the party in interest or its affiliates to control or materially influence the actions of the appraiser or vice versa.

Legal Donor

The legal donor for a gift is the entity to whom the money or property belonged when it was irrevocably transferred to the University. This is the entity to which a gift receipt will be issued for tax purposes.

Matching Gift

A matching gift is a gift received from a donor's employer or their corporate foundation, matching the donor's gift. Some matching gifts are dollar-for-dollar, while others are 2- to-1 or even more for each dollar given. The donor initiates these gifts through the donor's place of employment.

Pledge

A pledge is a promise or agreement to make a future gift to the University. The pledge outlines the amount of the gift, the designation, and the anticipated payment schedule.

Remainder Value (also called Gift Value or Discounted Present Value)

Remainder value is a term that is normally associated with life income gifts. The remainder value is the amount a donor can claim as a charitable contribution on federal income tax returns.

Restricted Gift

A restricted gift is a gift to the University that is limited in use as directed by the donor. This would include any gift with the donor's indicated preference.

Revenue

Revenue is gifts received, "cash in hand."

Third-Party Payment

A third-party payment is a gift from an entity (such as a donor-advised fund or private foundation).

Unrestricted Gift

A gift the University receives that is not limited to its use, without restrictions.