



## Major Gift Acceptance Policy

### INTRODUCTION

The purpose of this Major Gift Acceptance policy is to give guidance and counsel to those individuals within Guardian Angels for Soldier's Pet concerned with the planning, promotion, solicitation, receipt, acceptance, management, reporting, use, and disposition of private sector gifts.

These policies need to be viewed as flexible and realistic in order to accommodate unpredictable situations as well as donor expectations, as long as such situations and expectations are consistent with Guardian Angels for Soldier's Pet mission and policies. Flexibility must be maintained since some gift situations will be complex, and proper decisions can be made only after careful consideration of all related factors.

These policies may, therefore, require that the merits of a particular gift be considered by the appropriate organization's representative along with legal counsel and directors if necessary.

All fundraising activities and gift acceptance policies, and their day-to-day implementation, are designed and managed by the CEO in conjunction with the appropriate volunteer staff, and are subject to approval by the National Board.

The National Board, through the CEO, is responsible for the gift acceptance policy. This responsibility cannot be delegated or waived. These policies and authorizations shall be reviewed on an annual basis or as circumstances warrant.

### POLICY STATEMENTS

#### Acceptance of Gifts

Guardian Angels for Soldier's Pet only accepts gifts where there is a charitable intent on the part of the donor and reserves the right to decline any financial commitment, gift, or bequest, as well as the right to determine how a gift will be credited and/or recognized.

Noncash gifts will be accepted only when it is reasonably expected they can be converted into cash within a reasonable period of time or when Guardian Angels for Soldier's Pet can utilize the property in its operation.

The National Board shall exercise its public trust, as mandated by statute, in making final decisions for the acceptance of all gifts and grants and for any exception to its policies and guidelines. Gifts and gift instruments shall be received by the National CEO but can be accepted officially only by the board as managers of the public trust.

Guardian Angels for Soldier's Pet shall accept those gifts the transference and implementation of which shall be deemed consistent with the public laws and/or regulations of the United States of America and the State of Arkansas.

**Philanthropic Intent**

The National Board shall determine that gifts to Guardian Angels for Soldier's Pet are evidence of philanthropic intent and that the donor's philanthropy is in accord with the stated mission and goals of Guardian Angels for Soldier's Pet. The purpose is to prevent Guardian Angels for Soldier's Pet from being an object of philanthropic intent for either designed or innocent avoidance of taxes, prejudiced purposes, or evaluation of gifts without generous, advanced, objective, experienced evaluation.

**Ethics**

The National Board shall assure itself that all philanthropic promotions and solicitations are ethical by adopting policies that prohibit Guardian Angels for Soldier's Pet volunteers from benefiting personally by way of commissions or other devices related to gifts received.

**Review Legal Arrangements**

Legal counsel retained by Guardian Angels for Soldier's Pet shall, as required, review legal documents, contracts, and all donor agreements. Guardian Angels for Soldier's Pet shall seek the advice of legal counsel in all matters pertaining to its planned giving program. All agreements shall follow the formats of the specimen agreements to be approved by legal counsel unless counsel has agreed in writing to a change of a specific agreement.

Guardian Angels for Soldier's Pet shall encourage donors to seek their own counsel in matters relating to their bequests, life income gifts, tax planning, and estate planning. All legally binding documents involving gifts over \$5,000 shall be prepared and/or reviewed by counsel retained by the donor, to avoid any conflict of interest or undue influence. Alternatively, a donor may sign a document prepared by Guardian Angels for Soldier's Pet, releasing Guardian Angels for Soldier's Pet from any liability and waiving any conflict.

Donors of property gifts of over \$5,000, except for gifts of publicly traded stock, must obtain an appraisal by an independent third-party appraiser in accordance with current tax law requirements.

**Professional Fees**

While Guardian Angels for Soldier's Pet is happy to offer assistance to attorneys and other professional advisors by providing specific language to be used in charitable giving instruments, it cannot pay any attorney's or advisor's fees associated with this work.

**Unacceptable Gifts**

Guardian Angels for Soldier's Pet reserves the right to refuse any gift that is not consistent with its mission. In addition to and without limiting the generality of, the following gifts will not be accepted by Guardian Angels for Soldier's Pet:

1. Gifts that contain a condition that requires any action on the part of the Organization that is unacceptable to administration.
2. Gifts that contain a condition that the proceeds will be spent by the Organization for the personal benefit of a named individual or individuals.
3. Gifts that require the Organization and its administration to employ a specified person now or at a future date.
4. Gifts that inhibit the Organization from seeking gifts from other donors.
5. Gifts that expose the Organization to adverse publicity, litigation, or other liabilities.
6. Gifts that require undue expenditures, or involve the Organization in unexpected responsibilities because of their source, conditions, or purpose.
7. Involve unlawful discrimination based upon race, religion, gender, sexual orientation, age, national origin, color, disability, or any other basis prohibited by federal, state, and local laws.

**Stewardship**

Guardian Angels for Soldier's Pet will be responsible for good stewardship toward its donors by following these guidelines:

1. All gifts will be acknowledged within the required, or otherwise reasonable, period of time.
2. All gift acknowledgment letters/receipts will be prepared by National CEO or his/her designee.
3. Gifts to Guardian Angels for Soldier's Pet shall be reported in a manner consistent with the standards recommended by the Association of Fundraising Professionals (AFP) or the National Council on Planned Giving (NCPG).
4. Files, records, and mailing lists regarding all donors and donor prospects are maintained and controlled by Guardian Angels for Soldier's Pet. Maximum use will be made of information and contacts that members of the National Board, appropriate volunteer team, or the volunteer management staff have with potential donors. Written reports of interviews and solicitations will be maintained in the donor prospect file and/or computer.
5. This information shall be restricted to organization purposes only. Donor has the right to review his/her donor fund file(s).

6. Should the gift be restricted Guardian Angels for Soldier's Pet will provide the donor with a narrative and financial report detailing the activities made possible by their support. This report will be submitted to the donor with 45 days of the completion of the underwritten activities.
7. Gifts to Guardian Angels for Soldier's Pet and accompanying correspondence will be considered confidential information, with the exception of the publication of donor recognition societies. All donor requests for confidentiality will be honored.
8. Names of donors will not be provided by Guardian Angels for Soldier's Pet to other organizations, nor will any lists be sold or given to other organizations.

### **Conflict of Interest**

The Guardian Angels for Soldier's Pet Board will assure itself that Guardian Angels for Soldier's Pet volunteers are circumspect in all dealings with donors in order to avoid even the appearance of any act of self-dealing. The Board will consider a transaction in which the employee has a "material financial interest" with a donor as an act of self-dealing. In reviewing self-dealing transactions, the Board shall consider financial interest "material" to a volunteer if it is sufficient to create an appearance of a conflict. In each case, this will be a question of fact.

The Board will examine all acts of self-dealing including, but not limited to prohibition against personal benefit. Those individuals who normally engage in the solicitation of gifts on behalf of Guardian Angels for Soldier's Pet shall not personally benefit by way of commission, contract fees, salary, or other benefits from any donor in the performance of their duties on behalf of Guardian Angels for Soldier's Pet.

The definition of individuals includes each of the categories of volunteers of Guardian Angels for Soldier's Pet. Individuals are further defined to include associations, partnerships, corporations, or other enterprises in which a volunteer of the National Board and volunteer management staff (national and state levels) holds a principal ownership interest.

### **Conformity to Federal and State Laws**

The Board will assure itself that fundraising activities comply with federal, state, and local laws.

All gifts and gift consideration must meet all applicable federal, state, and local laws and regulations.

### **Gift Valuations**

Guardian Angels for Soldier's Pet shall follow accepted guidelines for the valuation of gifts such as stock, real estate, personal property, and life insurance that require specific methods of valuation for the protection of both the donor and Guardian Angels for Soldier's Pet.

Gifts of art, furniture, books, stamps, coins, and other collections must have values assessed by property accredited independent appraisers retained by potential donors for appropriate gift tax credit.

Guardian Angels for Soldier's shall acknowledge receipt of such properties but must not verify values.

**Required Reporting of Gifts to the Internal Revenue Service**

Should Guardian Angels for Soldier's Pet sell, exchange, or otherwise dispose of any gift (other than checks, cash, or publicly traded stocks or bonds) within two years after the date of the gift, the Organization will furnish the Internal Revenue Service and the donor with a completed Form 8282.