

CSULB 49ER FOUNDATION GIFT ACCEPTANCE POLICY

MISSION: The mission of CSULB 49er Foundation is to actively promote philanthropy and manage donated resources for the advancement of California State University, Long Beach (“CSULB” or the “Campus”)¹.

PURPOSE: To provide clear and acceptable guidelines for gift acceptance policies that define the types of assets that are acceptable for use by the CSULB 49er Foundation (the “Foundation”).

GIFT ACCEPTANCE GUIDELINES:

1. **Donors.** The Foundation accepts a variety of gifts that are offered to the Foundation by a living or deceased individual donor, corporation, and other entities, including public and private foundations.
2. **Legal Authority.** The Foundation must be reasonably satisfied that the donor has the legal authority to make the gift; that appropriate instruments of conveyance of title have been delivered and properly executed; and the source of the funds does not violate public or institutional policy.
3. **Conditional Gifts.** No gift may be received that is subject to any conditions or prearrangements unless full disclosure has been made in accordance with procedures set forth in this Policy. All such gifts shall be subject to the specific requirements that pertain to the type of asset that is the subject of the gift.
4. **Foundation Discretion.** The Foundation will accept unrestricted and restricted gifts that are consistent with the University’s stated mission, purposes, and **priorities**. The Foundation reserves the right to decline gifts that are not in the furtherance of its purposes, mission, or priorities; gifts that are likely to generate little or no financial gain; gifts that might inhibit future gifts; and/or gifts that cause the Foundation or University to violate legal or ethical principles.
5. **Industry Standards Utilized.** The CSULB 49er Foundation carefully stewards donors and gifts, abiding by the industry-standard Donor Bill of Rights, adopted in November 1993, created by the Association of Fundraising Professionals (AFP), the Association for Healthcare Philanthropy (AHP), the Council for Advancement and Support of Education (CASE), and the Giving Institute (formerly the American Association of Fund-Raising Counsel (AAFRC)), and is endorsed by numerous organizations. At all times, the Foundation will work

¹ The Gift Acceptance Policy is intended to codify the relationship between the California State University, Long Beach (“Campus” or “CSULB”) and the 49er Foundation (“Foundation”), which incorporates source materials, including the California Education Code, Regulations, Foundation’s Charter, By-Laws and an Operating Agreement, taking their mutual goals and mission statement into account under the auspices of the Foundation and its charter. The Policy acknowledges that CSULB has delegated to the Foundation Board (which includes officers of CSULB as ex-officio members thereof) with the authority to accept gifts on behalf of the University.

with donors to honor their philanthropic priorities at the University, as well as live up to the highest ethical standards.

DELEGATION OF AUTHORITY BY THE UNIVERSITY

Executive Order No.: 676

Title: Delegation of Gift Evaluation and Acceptance to Campuses

Effective Date: February 1, 1998

Supersedes: No Prior Executive Order

[The] Executive Order is issued pursuant to authority granted by Education Code Sections 89035 and 89720, and the Standing orders of the Board of Trustees of CSU, Chapter III, Sections 2 and 4-b and e.

To facilitate and encourage fund raising activities and to give campuses more autonomy in fund raising efforts, the following delegations are approved effective immediately:

- Authority is delegated to the campus president to evaluate and accept gifts, bequests, and donations of personal property to the Campus. The Campus president may further delegate this authority in whole or in part to Campus officers and employees. Henceforth, the Campus will evaluate potential Campus gifts, bequests, and donations and accept and receipt Campus gifts, bequests, and donations in accordance with the requirements of the California Education Code (see below).
- Authority is delegated to the Campus president to accept gifts of interests in real property to the Campus on behalf of the Board of Trustees when acceptance has been authorized by a resolution of the Board of Trustees or is part of an approved Campus master plan (Standing Orders, Chapter III, Section 7-b). The Campus president may further delegate this authority to Campus officers and employees.

In acting pursuant to this delegation, due diligence must be performed to ensure that all gifts accepted by the Campus will aid in carrying out the primary functions of the Campus and the California State University as specified in Education Code Sections 89720 and 66010.4(b), copies of which are attached to [the] Executive Order. Further, all gifts, bequests, devises, and donations that are accepted must be used in accordance with restrictions specified by the donor. In the performance of these activities, the Campus shall adhere to the spirit as well as the letter of all applicable laws and regulations. All advancement programs and activities shall adhere to the Code of Ethics and Standards of Practice set forth by CASE, the National Association of College and University Business Officers (NACUBO), and the National Society of Fund-Raising Executives (NSFRE).

In reporting fund raising results (required by Education Code Section 89720), the Campus shall use accurate and consistent accounting methods that conform to the appropriate guidelines set forth by CASE. The Campus shall submit the Voluntary Support of Education (VSE) report to the Division of University Advancement, Office of the Chancellor, for presentation to the Board of Trustees at its January meeting. This report shall also be sent by the Chancellor's Office Division of University Advancement to the California Postsecondary

Education Commission, the Joint Legislative Budget Committee, and the California Department of Finance.

GIFT ACCEPTANCE COMMITTEE

The CSULB President and the Foundation Board has delegated the authority to accept gifts to professional staff via Executive Order No. 676 and the Foundation annual operating agreement. The Vice President for University Relations and Development, the CSULB 49er Foundation Chief Operating Officer and the Assistant Vice President for University Relations and Development Division Operations, shall have the delegated authority to accept gifts, upon a majority vote.

The Foundation recognizes that certain gifts should not be routinely processed but should be reviewed by professional staff via the Gift Acceptance Committee, which receives its authority from the Foundation Board to accept non-routine gifts upon a majority vote.

The Committee shall consist of:

- Foundation CEO
- Foundation COO
- Foundation CFO
- Assistant Vice President, University Relations and Development Operations
- Assistant Vice President, Planned Giving and Stewardship

GENERAL POLICIES

1. **Interests of the Donor.** No agreement shall be presented to, urged upon, or entered with a donor, which knowingly benefits the University or Foundation to the detriment of the donor. Subject to reasonable protection of the Foundation and University's interests, the rights and interests of the donor will always come first. Representatives of the Foundation and University, in communicating with prospective donors, shall exercise caution in urging the donor to act. Each representative is obligated, before a gift is made, to provide the donor with as much information as possible regarding the benefits, limitations, and tax implications with respect to the agreement, preferably in writing. Donors shall be advised to seek counsel on the legal, financial, and tax circumstances relating to the proposed gift.

2. **Gift Agreements.** To ensure the intentions of the donor, gift agreements will be executed between representatives of the donor, the Foundation, and the University. The gift agreement will describe the gift and provide a name for the fund created by the gift. The gift agreement will provide the Foundation and University with any specific guidelines for use of the gift based upon legal criteria provided by the donor. The gift agreement will include both a moral turpitude and a change of purpose clause to provide both the Foundation and the University ultimate flexibility. The agreement will also follow gift recognition policies of the Foundation.

Endowment Funds. Gifts for an endowment for specific restricted purposes must equal the amount of the capital required to produce annual income adequate to fulfill the donor(s) purposes over an indefinite period of time. To help assure the integrity of such endowment

funds, a substantial portion of the fund income should be returned to the principal of the fund, rather than expended. Therefore, calculations to determine the amounts necessary to endow particular purposes will normally assume a “spendable” income of a percentage of investment returns, consistent with Foundation Board policy, with the balance being reinvested to perpetuate the fund. Endowment Funds will be managed by the Foundation’s Board of Directors in accordance with the Foundation’s investment and spending policies and California state law. A particular Fund may be combined with the Foundation’s other assets for investment purposes. The total return earned by the Fund, in excess of the payout amount provided for expenditure, will be retained to protect the principal from the effects of inflation.

In the event that market conditions temporarily drive the Fund market value below the historic gift value, the donor must agree that the Foundation may apply the payout formula based on its then current spending policy in order to ensure that the Fund provides immediate and consistent benefits for their intended purpose.

3. **Matching funds.** For purposes of gift reporting and for determining a donor’s eligibility for named funds or units, or for special donor recognition categories, matching funds from other sources may be considered as part of the donor’s contribution.

4. **Reporting.** Gifts shall be reported in a manner consistent with the standards recommended by CASE, the Chancellors Office, and NACUBO’s committee’s report on “Gift Reporting Standards and Management Reports for Educational Institutions.” Further, California State University, Long Beach, will report campaign gift totals according to the guidelines established by CASE.

5. **Fair Market Value Standard for Valuation.** The Foundation will not, under any circumstance, knowingly be a party to inflating the value of a gift above the true fair market value to obtain a tax advantage for a donor.

6. **Effective Date of Gifts.** The Foundation will comply with IRS Publications 526 and 561 in determining the date upon which a gift has been made.

7. **Gift Recordation Rules.** The Foundation recognizes that the accurate and timely processing of gifts is important to both the donor and to the Foundation. The Foundation records gift and commitment receivables in accordance with Financial Accounting Standards Board (FASB) Rules 116 and 117. The Foundation’s Chief Financial Officer assumes primary responsibility to ensure gifts and commitments are recorded correctly.

8. **Written Gift Receipt.** The Foundation will promptly provide a gift receipt in accordance with IRS regulations. The donor will be informed of any quid pro quo arrangements in the gift transaction, if applicable.

TYPES OF GIFTS ACCEPTED BY THE FOUNDATION

1. Cash, Checks, and Credit Cards
2. Matching Gifts
3. Tangible Personal Property (Gifts in Kind)
4. Securities

5. Bequests
6. Real Estate
7. Split Interest Gifts
 - a. Charitable Gift Annuities
 - b. Charitable Trusts
8. Life Insurance Policy Designations
9. Retirement Plan Beneficiary Designations
10. Other Tax-Advantaged Gifts Available Under Federal Law
 - a. Life Estate Agreements
 - b. Bargain Sales
 - c. Gifts of Mortgaged Property
 - d. Gifts Utilizing Cryptocurrency
11. Miscellaneous Gifts

These gifts are more particularly described below using the numbers set forth next to their description above.

1. **Cash, Checks, And Credit Cards**

The Foundation will accept gifts of cash (currency) and cash equivalents (including, but not limited to, checks, money orders, credit card, electronic transfers, wire transfers, and payroll deductions). The Foundation will also accept gifts in foreign currencies and will be responsible for any exchange fees resulting therein.

2. **Matching Gifts**

Corporate matching gifts are accepted through the Foundation. Careful review is conducted to ensure that matching gifts comply with the eligibility requirements of the matching gift program and that there is sufficient administrative structure to achieve appropriate internal controls.

3. **Tangible Personal Property (Gifts In Kind)**

The University may accept gifts of personal property, subject to a related use by the campus, or an understanding that the assets will/may be liquidated for cash. The University, rather than the Foundation, will be the receiving entity for gifts-in-kind. The program area receiving the gift must ensure adequate funds are available to receive, maintain or dispose of the property, if applicable. Gifts-in-kind will be held or sold at the sole discretion of the University.

Factors affecting the evaluation of such gifts include the extent to which the property relates to the University's educational purposes, the marketability of the property, the carrying costs of the property (such as transportation, storage, maintenance, and insurance), and the effect of any existing or proposed restrictions on the use, display, or disposition of the property. Unless otherwise agreed prior to approval of the gift, and unless the gifted assets are directly related to the University's education purposes, the Foundation reserves the right to sell or otherwise dispose of the gifted tangible property upon, or at any time after, its receipt.

Proposed gifts of tangible personal property, such as objects of art, jewelry, antiques, or other collectible items, shall be accompanied by a statement of provenance and a full description of the property offered to the Foundation. A current qualified independent appraisal of the property must be made available prior to the Foundation's acceptance of such gifts. Obtaining an appraisal and any related expenses are the responsibility of the donor of the property. The approval of the Campus Planning Committee will be required prior to the Foundation's acceptance. If the estimated value of the artwork is more than \$5,000, the donor will need to obtain an appraisal performed by a qualified appraiser.

The donor must complete a Deed of Gift /Warranty of Title declaring that the donor is the legal owner of the art and that the art is free of all liens, encumbrances and restrictions and, since 1940, has not been imported or exported into or from any country contrary to its laws. Legal and ultimate responsibility for furnishing appraisals of value to governmental tax agencies rests with the donor.

Special Rules regarding Works of Art

The California State University Long Beach Research Foundation accepts donations of works of art or special collections on behalf of the University and the CSULB 49er Foundation.

4. Securities

Publicly traded securities, shares of stock in closely held companies, bonds and government issues may be accepted by the Foundation subject to the conditions noted below.

Publicly Traded Securities: These are securities regularly traded on a public stock exchange. The value of a gift of publicly traded stock will be the mean of the highest and lowest selling prices quoted for the stock on the date the stock enters the Foundation's account.

Closely Held Securities: These are shares of stock in entities that have been organized for profit-making purposes, and are rarely traded on stock exchanges. Donors may give shares of closely held corporate securities (including capital stock, preferred stock, membership interests in limited liability companies, limited partnership interests, and similar interests, excluding general partnership interests) to the Foundation. However, because closely held stock is not publicly traded, these securities present special concerns. Gifts of closely held securities, including determinations regarding their debt-free nature, may only be accepted by the majority vote of the Foundation Gift Acceptance Committee.

5. Bequests

The Foundation may accept a bequest to the University or the Foundation from an estate of a deceased donor, provided that the personal representative or Trustee of the donor has full authority to act, and the proposed gift and acceptance procedure otherwise conforms to the requirements governing the specific assets to be distributed to the Foundation. The Foundation has full discretion as to whether to accept a bequest.

A bequest is defined as a testamentary distribution from the estate of a donor, which may be made from a will, living trust and other testamentary arrangement.

Considerations regarding Estate Litigation

It is in the interests of the Foundation to honor the written wishes of its donors. While the Foundation does not wish to engage in protracted litigation over the implementation or interpretation of a bequest, it may be necessary and appropriate to do so. Factors that the Foundation Board will consider include the following:

- the size of the estate and the share allocated to the Foundation;
- the anticipated costs, duration, and risks of litigation;
- the impact on the reputation and goodwill of the Foundation;
- the position of other beneficiaries in the estate, especially other charitable organizations;
- the prior relationship and history of the donor with the Foundation; and
- the advice of counsel, the Gift Acceptance Committee, and staff.

Rules relating to Receipt of Bequest Intentions

The Foundation may accept revocable written bequest designations or statements of intentions to demonstrate support for its programs. While these statements of intentions do not alter the Foundation's balance sheet, Advancement Services and Office of Planned Giving and Stewardship (PG&S) staff shall monitor and steward these unrealized bequests.

Bequest intentions must have the following documentation to be recorded:

- Verification that the donor's age is based in current Chancellor's Office policy and at least one of the following:
 - o a signed gift agreement with an estimated amount;
 - o a copy of the portion of a will/trust containing the charitable bequest that lists a specific value amount and signature page or,
 - o a copy of a Letter of Instruction or donor-generated letter or email correspondence expressing intentions and an estimation of the value of the bequest.

Certain Rules Regarding Administration and Distribution of Estates

Upon notification that the University or the Foundation has been identified as a beneficiary of an estate or beneficiary of a living trust, in which the designated beneficiary's interest has vested, Advancement Services shall be designated by the Foundation as the "Program Administrator." The Program Administrator shall be responsible for monitoring and reporting on the administration of the gift to the Foundation. Neither the Foundation nor the University shall serve as the Donor's estate representative, nor will the University or the Foundation serve as the Trustee for living trusts or wills.

6. Real Estate

Types of real estate that will be considered for a gift to the Foundation include, but are not limited to, improved or unimproved real property, including undeveloped land, buildings, farms, personal residences, vacation homes, leasehold improvements, fixtures, and gifts subject to a retained life estate, subject to full disclosure and proper due diligence as described in the Foundation procedures.

Gifts of real estate often require a financial commitment by the Foundation. All proposed gifts of real estate will be evaluated by the Gift Acceptance Committee for their potential for immediate or future sale or retention. Such gifts will be accepted if proceeds can be realized in a timely manner relative to the expenses and efforts required to hold, maintain, and manage the property until disposition.

The Role of the Gift Acceptance Committee for Real Estate

All gifts of real estate must be approved by the Gift Acceptance Committee. The Foundation will not accept delivery of real estate, either as an outright donee or in its fiduciary capacity as a Trustee, unless the Committee is satisfied that the criteria for acceptance has been met. The Committee must also be satisfied with the results of reviews for environmental hazards, zoning requirements, seismic and other geologic studies, real estate tax bills, current land survey, title policy or title commitment, zoning status and appraisal (with completed IRS form 8283), as necessary. The gift is deemed completed upon delivery of a duly executed grant deed or quitclaim deed, notarized and capable of being recorded. If the deed is being signed by a fiduciary, including a trustee of a trust, or an agent under a power of attorney, it should be accompanied by a certificate of trust, Letters Testamentary, durable power of attorney or other similar document indicating that the fiduciary has legal power to act on behalf of the donor.

7. Split Interest Gifts

Charitable Gift Annuities

The CSULB 49er Foundation shall utilize the California State University's Foundation's Systemwide Charitable Gift Annuity Program.

Charitable Trusts

The Gift Acceptance Committee shall have the authority to accept gifts of remainder interest in Charitable Remainder Trusts (CRT). Distributions from trusts managed by outside parties shall be accepted as per the asset class being donated.

Types of Trusts		
Unitrusts	Standard Unitrusts	Standard Unitrusts pay a fixed percentage of the annual fair market value from income and, if necessary, from principal. They are appropriate where the income beneficiary would benefit from a Trust that invests for total return (considering income and capital appreciation). These Trusts generally outperform the investment return of income-only type Trusts. Such Trusts appreciate more rapidly and provide a better long-term payout to income beneficiaries, and they also work better for the economic interests of the charitable remainderman because they tend to offset the erosion attributable to inflation.
	Net Income Unitrusts	Pay a fixed percentage of the annual fair market value, only from the net income of the Trust. They are appropriate in those cases where the contributed asset will not produce income sufficient to satisfy the unitrust amount.
	Net Income With Makeup Unitrusts	Similar to above, except that the income beneficiary is entitled to any excess income earned in future years, if the Trust was unable to pay the anticipated distribution obligation because of low yields in earlier years. The makeup provision is available only for future years, and cannot be used to go back to prior years when there was excess income and make up shortfalls in the current or future years. This arrangement is appropriate where the contributed asset will not produce income sufficient to satisfy the unitrust amount.
	Flip Trusts	Net Income or Net Income with Makeup Unitrusts that automatically convert to a Standard Pay Unitrust upon sale of a contributed illiquid asset. This type of Trust is appropriate when the expected unitrust payout of a standard unitrust would be better for the income beneficiary over the term of the Trust than from an income only (Net Income) arrangement.
Annuity Trusts	Designed to pay a fixed dollar amount (or a fixed percentage of the initial Trust value) to the income beneficiary. This arrangement is appropriate to older income beneficiaries (typically 75 years or more) who are more concerned with certainty of cash flow than the effects of inflation on the cash flow.	

The Foundation and PG&S may offer education to a prospective donor with respect to the establishment of a Charitable Trust. The Foundation will recommend that the donor seek competent independent counsel for specific tax and legal advice. PG&S will, if requested, provide the names of no less than three (3) professional advisors qualified in the area of charitable giving. It will be deemed a possible conflict of interest for any member of the Foundation Board or staff to provide such services on behalf of a prospective donor, whether

compensated or not. However, a Board member or staff may provide such service if the donor has been fully advised of the potential conflict and has waived such conflict, in writing. In such circumstances, staff shall not ever be compensated outside of the normal scope of their university duties. The donor should be advised to seek independent counsel before signing such waiver. PG&S will assist donor's advisors in the design and preparation of such instruments, if they seek such help. Members of the Board and professional staff of the University may act in an advisory capacity on behalf of CSULB to donor's counsel but shall never be designated as the donor's legal advisor.

Designation of the Foundation as Trustee

While the Foundation may not accept an appointment as a Trustee, the University may outsource all duties to a commercial Trustee. The Foundation will encourage donors to see a corporate trustee to serve as trustee of CRTs where the Foundation does not serve as trustee.

8. Life Insurance Policy Designations

The Foundation may accept life insurance gifts upon the approval of the Gift Acceptance Committee.

The Foundation can be designated as a beneficiary of a life insurance policy in which ownership is retained by the donor. The donor should notify the Foundation of this designation by providing a copy of the form filed with the insurance company and a donor-generated letter of intent, which outlines the designation of death benefits upon the Foundation's receipt.

The donor can name the Foundation as owner subject to acceptance by the Gift Acceptance Committee.

Upon receipt of realized death benefits, the Foundation will record the proceeds as indicated by the letter of intent. Death benefits received without an intention will be treated as unrestricted funds and designated at the discretion of the President.

The Foundation will not participate in split-dollar or reverse split-dollar plans, or other forms of partial interest, until such time as the IRS clarifies its position via IRS regulations, IRC codes, or Private Letter Rulings.

9. Retirement Plan Beneficiary Designations

The Foundation may be designated as the primary, partial, or contingent beneficiary of a retirement plan account at the discretion of the donor. The designation should be to the Foundation, as opposed to a particular college or program of the University. The donor should notify the Foundation of the designation and provide a copy of the form submitted to the retirement plan trustee and a donor-generated letter of intent.

The Foundation is qualified to receive a qualified charitable distribution from Individual Retirement Accounts as allowed under Section 408(d)(8) of the Internal Revenue Code.

10. **Other Gifts Available Under Federal Law**

Life Estate Agreements

Gifts of real estate with retained life estates shall be reviewed and approved by the Gift Acceptance Committee prior to acceptance of the gift. Acceptance of such gifts must be in accordance with the guidelines for acceptance of outright gifts of real property as set forth in Section 6 above. Such gifts shall be accepted only if adequate provision is made by the donor for any expenses in connection with ownership, including payment of mortgages, taxes, insurance and utilities, unless a source of funds to cover such expenses has been identified by the component institution for whose benefit the gift is being made. At the present time, tax law permits such an arrangement for the donor’s personal residence or farm. If state law requires participation of the remainderman in any capital improvements on property subject to a life estate agreement, no expenditures for capital improvements will be made without approval of the Foundation Board of Directors.

Bargain Sales

The Foundation shall accept bargain sale gifts upon the approval of the Finance and Investment Committee and the Gift Acceptance Committee. The Foundation will follow the procedures set forth in this Policy that are applicable to the type of gift or property being sold.

A bargain sale is a part gift/part sale of appreciated property to the Foundation. The asset acquired by the Foundation may be any type of property that the University may legally hold. The Foundation’s motivation for the purchase would be the inherent equity in the property, in excess of the purchase price.

In order to determine the true fair market value of the asset, it must be adequately appraised on behalf of the Foundation, in accordance with the standards and procedures set forth in this Policy.

Unless an exception is warranted, it will be the donor’s responsibility to pay for the appraisal, the cost of which may be reimbursed by the Foundation upon consummation of the gift.

Gift Acceptance Policy for Bargain Sales	
Responsible Party	Action
COO	1. Obtain and secure a proper appraisal, generally at donor’s expense.
PG&S/COO	2. Complete the Proposed Gift Approval Form and submit it to the Gift Acceptance Committee for approval.
Gift Acceptance Committee	3. If the specific rules applicable to the type of asset to be purchased are met, the Committee will consider approving the bargain sale.

Finance and Investment Committee	4. If the specific rules applicable to the type of asset to be purchased are met, the Committee will consider approving the bargain sale.
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Gifts of Mortgaged Property

The amount of the indebtedness is treated as a relief of liability and cash proceeds to the donor. The donor should be properly advised of the general tax consequences and advised to consult with their tax advisor. The above is true even though neither CSULB nor the Foundation agrees to assume or pay the indebtedness.

Gifts Utilizing Cryptocurrency

The Foundation may accept gifts of cryptocurrency and other forms of digital assets after due diligence is performed to determine the asset is able to be transferred and liquidated. Gifts of cryptocurrency must be reviewed and approved by the Gift Acceptance Committee. The donor must obtain a qualified appraisal and file an IRS form 8283.

11. **Miscellaneous Gifts**

The acceptance of a gift for which no stipulation is made through this Policy shall require the review and approval of the Gift Acceptance Committee.

GUIDELINES AND OTHER ASPECTS REGARDING GIFT ACCEPTANCE

1. **Appraisals**

All gifts of real or personal property, whether outright or deferred, must be subject to a readily ascertainable value. It is the responsibility of the donor to secure and pay for the appraisal for income tax reporting purposes, if one is required.

2. **Costs of Appraisal**

The Foundation will not normally fund the donor’s cost of real property appraisal. However, the Gift Acceptance Committee has the discretion to approve this expenditure provided that the following conditions are satisfied:

- the subject property which has been or may be gifted to the organization, is or would be approved under the gift acceptance criteria;
- the amount of the appraisal is reasonable and prudent;
- the proportion of the expense incurred is no greater than the proportion of the property that will be gifted to the Foundation;
- the appraiser is a qualified expert;
- if Donor is reimbursed for the cost of an appraisal, it may trigger a 1099 being issued for the cost of the appraisal; and

- there is full disclosure to the donor of the legal or tax implications of the Foundation's action.

3. Gift Professional Staff

The CSULB President and the Foundation Board has delegated the authority to plan, manage, and steward prospective and past gifts to the Foundation to professional staff via Executive Order No. 676 and the Foundation operating agreement.

The Counsel for the Advancement and Support of Education (CASE) defines professional development staff as those with the primary purpose of this activity is to secure philanthropic gifts in support of the institution. Advancement units include (when present at the University) the annual fund, leadership giving, major or principal giving, planned giving, stewardship and donor relations, corporate and foundation relations, other central development or college-based development, and educational fundraising or campaign management.

Professional advancement services staff include those with the primary purpose to support database management, reporting, prospect research, and gift processing.

Professional alumni and engagement staff include those with the primary purpose to build long-term relationships with alumni to develop champions of the institution's mission, enhance participation in the institution's activities, and enhance alumni financial support.

4. Gifts Requiring Gift Agreements

Gifts greater than \$25,000, designated for a naming, and/or to be allocated to an endowed fund require a gift agreement.

5. Governing Authorization for Negotiations²

Authorization to negotiate giving agreements with prospective donors, following the guidelines of this Policy and the format of any specimen agreements approved by the Board of Directors, without further approval of the Board is given to:

- Foundation CEO/Vice President, University Relations and Development
- Foundation COO/Associate Vice President for Development
- Assistant Vice President, Planned Giving and Stewardship

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6. Governing Authorization for Gift Agreement Signature

Any of the following shall have the authority to sign giving agreements on behalf of the University:

- President, California State University, Long Beach
- Vice President, University Relations and Development
- Associate Vice President for Development
- Assistant Vice President, University Relations and Development Operations

Any of the following shall have the authority to sign giving agreements on behalf of the Foundation:

- Foundation CEO
- Foundation COO
- Foundation CFO
- Assistant Vice President, University Relations and Development Operations

Additional signatures may be required by the Vice President of University Relations and Development to ensure transparency of the gift acceptance process to Division or College leaders.

It is the responsibility of the Division of University Relations and Development to maintain an ongoing relationship with donors, assuring timely payment of distributions, reviewing investment objectives, providing appropriate honors and awards, etc.

7. Governing Use of Legal Counsel

The Foundation will urge all prospective donors to seek the advice of their own attorney or tax advisor in reviewing the state and federal income tax and the estate and gift tax consequences of their gift, the terms of any trust or other agreement, and the advisability of the gift in light of the donor's overall estate plan and financial circumstances.

If requested, the Foundation's counsel or qualified PG&S staff may be called upon to draft trust, annuity or other gift documents, subject to approval by the donor's own counsel. While the PG&S staff will not draft a donor's will or codicil, they may prepare suggested language pertinent to a bequest to the Foundation to be submitted to the donor's attorney for inclusion in the donor's will or codicil.

The Foundation's counsel and qualified PG&S staff may also be called upon to review and comment upon documents drafted by the donor's attorney.

Staff members of the Foundation and University shall not give legal, financial or investment advice to prospective donors.

All staff members of the University and the Foundation shall conduct all activities undertaken on behalf of the University and the Foundation in accordance with accepted professional standards of accuracy, truth, integrity and good faith.

Concerning the payment of legal fees, the Foundation may employ its own legal counsel to assist the donor and his or her advisors in drafting provisions that relate to all types of gifts to the Foundation or the University. In all cases, review by the donor's own counsel of the work performed by the Foundation's counsel must be advised and documented.

8. Confidential Information

The Foundation recognizes that it is in a position of trust with the donor, and that the donor has placed trust in the Foundation concerning confidentiality. Therefore, all governing instruments will be kept in a locked fireproof file, which will be accessible to individuals with approval of the Vice President for University Relations and Development.

It shall be known throughout the Foundation and University that this is confidential information.

9. Use of Designated Proceeds

All designated proceeds will be used per the requested designation, subject to the Foundation's fee policy.

All gifts received without donor designation for a specific college, purpose or program shall be designated only at the University President's discretion.

10. Advice to Donors

The Foundation and the University may offer education to a prospective donor with respect to a potential philanthropic transaction. The Foundation or the University, as the case may be, will recommend to the donor to seek competent independent counsel for specific tax and legal advice.

The Foundation and University will assist donors' advisors in the design and preparation of such instruments if they seek such help. Members of the Foundation Board of Directors and professional staff of the University may act in an advisory capacity on behalf of CSULB to a donor's counsel, but shall never be designated as the donor's legal advisor.

GENERAL GIFT AGREEMENT WORKFLOW

California State University, Long Beach, recognizes the important role donor designation plays in the philanthropic process. As such, the creation and implementation of a gift agreement should be contemporaneous to the receipt of the philanthropic gift from the Donor.

1. Based on communication with the donor, the Development Officer, in consultation with their supervisor, drafts a gift agreement based on the approved template (see below for additional guidelines). The Associate Vice President for Development and the Vice President for University Relations and Development will participate in the process, as needed. The Division Vice President and/or Academic Dean, and in the case of scholarships, the Director of Financial Aid should be an integral part of this process to ensure the intended program, its description, and the fund is acceptable to the division or college.

a. Letters of Intent related to bequest expectancies and gift agreements related to deferred gifts (charitable remainder trusts, charitable gift annuities, among others) will utilize the same workflow with the inclusion of the Office of Planned Giving and Stewardship from the outset. The Development Officer and Planned Giving lead will work together in the stewardship of this process.

b. Proposals and agreements related to corporations and foundations will utilize the same workflow with the inclusion of the Senior Director of Corporate and Foundation Relations or their supervisor from the outset. The Development Officer and Senior Director of Corporate and Foundation Relations will work together in the stewardship of this process.

c. For purposes of this workflow, the use of the term gift agreement refers to the documentation required for the solicitation to be completed, i.e., gift agreement, letter of intent, proposal, grant agreement, among others.

2. The draft gift agreement is forwarded to the Assistant Vice President, University Relations and Development Operations for review.

3. The Assistant Vice President, University Relations and Development Operations reviews the agreement to ensure accuracy, completeness, clarity, and compliance with university policy. The Assistant Vice President, University Relations and Development Operations works with the Development Officer and their supervisor to ensure the gift agreement fulfills the requirements.

4. Once review is completed, the approved gift agreement is returned to the Development Officer for presentation to the donor(s).

5. The Development Officer shares the draft with the donor. If substantive changes are requested by the donor(s), the Development Officer discusses those proposed changes with his/her supervisor, Associate Vice President for Development, and the division vice president and/or academic dean. After their discussion and requisite edits, the draft gift agreement is returned to the Assistant Vice President, University Relations and Development Operations for review. If only minor editorial changes are required, the Development Officer may update the document as needed.

6. When final agreement is reached among all parties, there are two paths for execution:

a. The Assistant Vice President, University Relations and Development Operations prints two copies of the final gift agreement (being mindful of proper formatting) and routes them for internal signatures. The Development Officer is responsible for securing the final documents from the donors.

b. DocuSign can be utilized to execute the agreement. In this case, the final document is sent to the Assistant Vice President, University Relations and Development Operations, who will route the document for signature and copy the Development Officer. The use of DocuSign will advance the workflow to Step #9 below.

7. Once the donor(s) has signed the printed documents, the Development Officer submits the gift agreements to the Foundation for recording.

8. Agreements from corporations and foundations requiring a signature from a Foundation officer are given to the Associate Vice President for Development for review. The Assistant Vice President, University Relations and Development Operations will acquire the requisite signature and then oversee the distribution of the document.

9. Once the agreement is fully executed, the Foundation will complete the following steps:

a. The original agreement will be scanned and uploaded to the University's database. The Foundation will retain the original agreement in its records.

b. The Foundation will work with the financial manager within the Division or College with regards to the fund and accounting considerations. The New Fund Application will be initiated by the Foundation utilizing the purpose and use of the gift as the guidelines in coordination with the Foundation's Signature Authority for Current Use and Endowment Funds. The Fund Application Workflow provides additional guidance for this process and will be referred to by both the Foundation and the Fund Manager in the completion of the Fund Application.

c. The second copy (or a copy of the agreement), when the paper process is utilized, will be distributed by the Development Officer.

d. If appropriate, the commitment will be posted to the University's database.

10. Important guidelines to consider:

a. The agreement is between the donor(s), California State University, Long Beach; and the Foundation.

b. There is no delegation of authority in reference to gift agreements. The named individual must sign the document, where indicated.

c. The appropriate signatories of a gift agreement are as follows:

i. The donor(s)

ii. Division Vice President for the area in which the funds will be utilized.

iii. Please note that, for Academic Affairs, the Vice President/Provost has designated College Deans to sign agreements on behalf of their colleges. In addition, the Vice President/Provost will sign agreements representing the University as well as on behalf of programs coordinated outside of colleges.

iv. Chief Executive Officer for the CSULB 49er Foundation and/or Associate Vice President of Development and/or Assistant Vice President, University Relations and Development Operations.

d. Once the Campus and Foundation parties have signed the gift agreement, the signatures of the donor should be obtained within a reasonable period of time. Given the pre-approval process of the gift agreement, this should be completed with a degree of expediency.

e. Pledges, as a result of the gift agreement, will be recorded based on the date the agreement is signed by the donor(s).

I HEREBY CERTIFY that I am the duly elected, qualified and acting Secretary of the CSULB 49er Foundation, and that the above foregoing Gift Acceptance Policy of the Corporation as of March 12, 2024.

IN WITNESS WHEREOF, I have executed this certificate as of October 14, 2024.



Christopher J. Reese
Board Secretary
CSULB 49er Foundation