**GIFT ACCEPTANCE PROCEDURE FOR SOCIETY OF ST. VINCENT de PAUL ARCHDIOCESAN COUNCIL OF INDIANAPOLIS, INC.**

PURPOSE

The purpose of these procedures is to implement the Gift Acceptance Policy adopted by the Indianapolis Council of Saint Vincent de Paul. These procedures describe the types of assets Saint Vincent de Paul will accept and the guidelines to be observed by its staff in accepting and documenting the gifts of those assets. These procedures apply to all gifts received by Saint Vincent de Paul.

1. SUPERVISION AND COORDINATION

Acceptance and documentation of gifts must be under the supervision of the President, in order to maximize the value of those gifts to Saint Vincent de Paul, while minimizing costs and risks to Saint Vincent de Paul associated with those gifts.

1. ADHERENCE TO POLICIES

Each member of the Council of Saint Vincent de Paul shall be given a copy of the Gift Acceptance Policy adopted by the Council of Saint Vincent de Paul. These procedures shall be applied by the President in compliance with the Policy. Questions regarding interpretation of the Policy should be directed to the President of the Council.

1. DONOR EXPENSES
2. General – As a rule, and except as provided elsewhere in these procedures for specific assets, including real estate, expenses associated with a donor’s gift should be borne by the donor. Typical expenses include appraisal fees to substantiate the value of the donor’s gift for tax purposes and the donor’s legal fees.
3. Payment by Council of Saint Vincent de Paul - Council of Saint Vincent de Paul may, with the prior approval of the President, agree to pay some or all of the donor’s expenses associated with the gift following a determination by the President that doing so is necessary to facilitate the gift.
4. WRITTEN AGREEMENTS
5. General – All gift arrangements other than a simple outright gift of cash shall be memorialized in a written document describing the restrictions, if any, imposed on the gift by the donor and other obligations that may be undertaken by Saint Vincent de Paul with respect to the gift.
6. Legal Counsel – All gift agreements prepared by Saint Vincent de Paul shall be reviewed and approved by the President or Vice President. Once the document is approved, it may be forwarded to the donor (and his or her advisor) for review. No review or approval by Saint Vincent de Paul’s counsel shall be necessary if an agreement is contained on a form that has been previously approved by Saint Vincent de Paul.
7. Signatures – The following persons are authorized to sign gift agreements on behalf of Saint Vincent de Paul: President or Vice President.
8. GIFT RESTRICTIONS
9. Unrestricted Gifts – Donors shall always be encouraged to make unrestricted gifts to Saint Vincent de Paul.
10. Budgeted programs of Facilities – Saint Vincent de Paul may accept a gift that is restricted as to its use if Saint Vincent de Paul’s approved budget for the year in which the gift is to be accepted includes proposed funding for the specific program, purpose or facility for which the restricted gift is made. The Chief Financial Officer must confirm that the gift restriction falls into this category.
11. Other Restrictions – Saint Vincent de Paul may accept a gift that is restricted as to use if Saint Vincent de Paul’s budget for the year in which the gift is accepted does not include funding for the restricted use of the gift with the prior written approval of the President or Vice President.
12. Variance Power – Unless otherwise approved in advance by the President, Saint Vincent de Paul will reserve the right, in the document that restricts the use of the gift, to broaden or alter the purpose of the gift should it be determined in the future that the original purpose of the gift no longer meets the needs or serves the mission of Saint Vincent de Paul.
13. NAMED GIFTS
14. General – A donor may establish a named endowment fund, subject to Saint Vincent de Paul’s endowment, investment and spending policies, for general purposes of Saint Vincent de Paul or for restricted purposes approved in accordance with these procedures.
15. Minimum Contribution- A named fund required a minimum commitment of $100,000. It may be established with a minimum initial contribution from the donor of $10,000 if the donor enters into a Pledge Agreement to bring the endowed fund to a minimum of $100,000.
16. Administration of Named Funds – The assets contained within each named endowment fund shall be co-mingled for investment and administration with the endowment fund of Saint Vincent de Paul. All policies applied to those endowment funds, including the formula for spending from endowment funds, shall apply to all named funds.
17. Variance Power – Unless otherwise approved in advance by the President, Saint Vincent de Paul will reserve the right, in the gift agreement creating the named endowment fund, to broaden or alter the restrictions as to the use of the endowment fund, should it be determined in the future that the original restricted purpose of the named endowment no longer meets the needs or serves the mission of Saint Vincent de Paul.
18. Termination of Named Fund – A named endowment fund may be terminated if the Council Board of Saint Vincent de Paul, upon recommendation of the President, or the Chief Financial Officer, determines that the market value of the assets remaining within the fund is uneconomically low in relation to the cost of administering the fund. In such case, all remaining assets within the named fund shall be transferred to the general endowment fund of Saint Vincent de Paul to be administered pursuant to its terms.
19. DONOR ADVISORY

Saint Vincent de Paul does not provide personal legal, financial, tax compliance or other professional advice to donors. While Saint Vincent de Paul may provide donors with gift illustrations, including calculations and draft documents prepared or approved by Saint Vincent de Paul’s President, donors will be advised in writing, in gift proposals made to donors, to seek the assistance of their own legal counsel or other professional advisors in matters relating to the legal, tax and estate planning consequences of the proposed gift to Saint Vincent de Paul.

1. ETHICAL STANDARDS

Saint Vincent de Paul is committed to the highest ethical standards. Each member of the Council Board of Saint Vincent de Paul having donor contact shall subscribe to the Model Standards of Practice for the Charitable Gift Planner adopted by the American Council on Gift Annuities and the partnership for Philanthropic Planning.

1. MARKETABLE SECURITIES
2. General – Saint Vincent de Paul will assist in the transfer of custody of marketable securities from the donor (or his or her custodian) to Saint Vincent de Paul. If the securities are to be mailed, the stock certificates should be mailed separately from the signed stock power with signature guaranty. If the share certificates are hand delivered, the stock power may be attached. If the securities are in street name, the donor’s broker may transfer them to a brokerage account designated by Saint Vincent de Paul.
3. Restrictions – If the donor is a member of Saint Vincent de Paul Council, the gift officer will notify the President for the purpose of determining whether sale of the securities might be restricted under Rule 144 or other provisions of securities law.
4. Reporting Policy – Gifts of marketable securities will be accounted for at their value on the date the gift is made, determined by taking the mean between the high and low quotes on the date of the gift.
5. Disposition – Saint Vincent de Paul will instruct its broker that all marketable securities will be sold upon receipt. The President is authorized to override this general rule and direct that the securities should not be sold, following consultation with Saint Vincent de Paul’s Chief Financial Officer.
6. CLOSELY HELD STOCK
7. General – Stock that is not regularly traded on an established national exchange such as NYSE or NASDAQ may not be accepted without the prior written approval of the President and Chief Financial Officer.
8. Opportunities for Sale – Criteria to be applied in evaluating the closely held stock include the long term prospects for the company and if there is an opportunity for Saint Vincent de Paul to sell the stock for cash in the foreseeable future, or example pursuant to a planned sale of the company.
9. Subchapter 5 – If the company in question is a Subchapter 5 corporation, another criteria shall be the UBTI (Unrelated Business Taxable Income) consequences of holding and selling the stock.
10. Minimum Amount – gifts of closely held stock should be at least $10,000.
11. INTEREST IN PARTNERSHIPS AND LIMITED LIABILITY COMPANIES
12. General – Interest in partnerships and limited liability companies may only be accepted with the prior written approval of the President and Chief Financial Officer.
13. Limited Liability – The principal factor to be evaluated by the responsible gift officer in recommending the gift for approval by the President shall be a determination that Saint Vincent de Paul will not incur liability as a result of holding this asset. The gift officer will review, or request legal counsel to review, the governing documents of the partnership or limited liability company to determine if capital call provisions might require Saint Vincent de Paul to contribute funds to the partnership or LLC. Assuming there are no such capital call provisions, the gift officer must determine that the entity is either a limited liability company or a limited partnership and, if the latter, that the interest that Saint Vincent de Paul will receive is a limited partner interest. Saint Vincent de Paul will generally not accept general partner interests.
14. UBTI – (Unrelated Business Taxable Income). The gift officer must evaluate, with assistance from the financial department if required, the possibility that UBTI will be attributed to Saint Vincent de Paul as a result of ownership of the interest in the partnership of LLC.
15. Minimum Amount – Gifts of partnership or LLC interests shall be at least $10,000.
16. TANGIBLE PERSONAL PROPERTY
17. General – Saint Vincent de Paul may accept tangible personal property gifts valued at $1,000 or more with the prior written approval of the President.
18. Related Use – The President must determine if the tangible personal property would be restricted by Saint Vincent de Paul for use in its programs. If so, the President shall determine the estimated carrying costs, including insurance, storage, curatorial services, maintenance, etc., for the property. The President shall also evaluate whether any restrictions on use of the property that are required by the donor are consistent with the institutional needs of Saint Vincent de Paul.
19. Unrelated Use – If the property will not be retained for use by Saint Vincent de Paul, the President and Chief Financial Officer must determine a plan for selling the property for cash, including the anticipated time frame and marketing expense for the proposed sale.
20. LIFE INSURANCE POLICIES
21. General – Donors shall be encouraged to name Saint Vincent de Paul as a primary or contingent beneficiary of their life insurance policies.
22. Recording the Gift – To be recorded as a gift, Saint Vincent de Paul must be named as both a beneficiary and owner of the life insurance policy. Saint Vincent de Paul will also record gifts of cash by the donor to be used by Saint Vincent de Paul to pay premiums on a life insurance policy that it owns.
23. REAL PROPERTY
24. Approval – Acceptance of all real estate gifts requires approval by the President and Chief Financial Officer.
25. Information – The President and Chief Financial Officer shall compile relevant information regarding the real estate including:
26. The copy of the Deed conveying the property to the donor
27. The copy of the current property tax bill
28. A preliminary title insurance report
29. A copy of each promissory note, mortgage, deed of trust or other liens on the property
30. A copy of each lease or other contracts affecting the property
31. If the property is income producing, a copy of the profit and loss statements for the two most recent years.
32. A summary of current insurance coverage’s for the property
33. Copies of correspondence with governmental authorities, tenants or prospective purchasers concerning the property
34. A current market analysis of the property
35. Environmental Review – If after reviewing this information the President determines that the sale of the real estate is likely to provide proceeds to Saint Vincent de Paul of at least $10,000, the President shall determine, based on physical inspection of the property, whether further evaluation of environmental hazards on the property is required to protect Saint Vincent de Paul from liability.
36. Physical Inspection – The President shall conduct a physical inspection of the property, or arrange for such inspection by a professional inspector, and a written summary of the inspection shall be included in the file documenting the consideration and acceptance of the gift.
37. Title Insurance – Saint Vincent de Paul shall obtain the policy of the insurance protecting its title to the real property received from a donor.
38. Remainder in Residence – Saint Vincent de Paul may accept the gift of a personal residence subject to the donor’s retained life state. The estimated value of the residence, net of encumbrances, must exceed $10,000. The retained interest can extend beyond no more than two (2) lives. The gift shall be documented with a deed and life estate agreement approved by Saint Vincent de Paul’s President, with the life estate agreement clearly delineating responsibility for expenses of taxes, insurance and maintenance of the property. While Saint Vincent de Paul should not accept responsibility for contributions for capital improvements such as plumbing or roof repairs, it should retain the right to perform maintenance or make required repairs if Saint Vincent de Paul determines it is necessary to protect its economic interest in the property.
39. RETIREMENT PLAN ASSETS
40. General – Saint Vincent de Paul will accept funds it receives as the designated beneficiary of a retirement plan (for example, an IRA, a 401k plan or a defined contribution plan). Saint Vincent de Paul should obtain a copy of the executed designated form that the donor has submitted to the retirement plan administrator to name Saint Vincent de Paul as the beneficiary.
41. OTHER ASSETS
42. General – Acceptance of any other type of property as a gift to Saint Vincent de Paul shall require the prior written approval of the President.
43. Vehicles – Saint Vincent de Paul will accept gifts of automobiles, boats or other vehicles

only via the nationwide SVdP Vehicle Donation Program (VDP). Donors should call (800)-322-8284 or on-line at “svdpindy.org” to begin the donation process.

1. BARGAIN SALE TRANSACTIONS
2. General - As its name implies, a bargain sale occurs when a donor, who intends to make a charitable contribution, sells property to charity for less than its fair market value. Bargain sale transactions other than charitable gift annuities may be accepted by Saint Vincent de Paul only with the prior written approval of the President and Chief Financial Officer. Since bargain sale transactions require the outlay of funds by Saint Vincent de Paul, these transactions should be approved only in very limited circumstances.
3. Use of Acquired Property – One such circumstance involves property that Saint Vincent de Paul intends to keep for use in its programs that may be acquired on beneficial terms in a bargain sale transaction.
4. Marketable Assets – In limited circumstances, Saint Vincent de Paul may consider bargain sale transactions to acquire property that would not be retained for use in Saint Vincent de Paul’s programs, if it is determined in the approval process that the property can be sold for cash in a timely manner.
5. AMENDMENT
6. Periodic Review – A subcommittee of the Indianapolis Council, with representatives of the Chief Financial Officer and President shall review these procedures every five years to recommend revisions for approval by the Council.