



# Policies

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## **1. Non-Discrimination & Equal Opportunity Policy**

The American Psychological Foundation is committed to providing an inclusive and welcoming environment for all individuals, regardless of race, color, ethnicity, national origin, religion, sex, gender identity, sexual orientation, age, disability, marital status, or any other protected status under applicable law. We believe that diversity, equity, and inclusion are essential to our mission and the strength of our organization.

This policy applies to all aspects of our Foundation, including but not limited to hiring, training, promotion, compensation, benefits, terminations, and all other terms and conditions of employment or volunteer service.

### **1.1. Principles and Responsibilities**

- **Non-Discrimination:** We are committed to providing equal opportunities for all individuals and will not tolerate any form of discrimination or harassment based on protected characteristics. All employees, volunteers, and stakeholders are expected to treat others with respect and fairness, and to refrain from engaging in discriminatory practices or behaviors.
- **Equal Opportunity:** We ensure that all employment decisions are made solely on the basis of qualifications, skills, and abilities relevant to the position.
- **Accessibility and Accommodation:** We are dedicated to providing reasonable accommodations to individuals with disabilities to ensure their equal participation.
- **Compliance and Review:** We are committed to complying with all applicable laws and regulations regarding non-discrimination and equal opportunity. We regularly review and update our policies and procedures to ensure they align with best practices and evolving legal requirements.

Adhering to this policy is a shared responsibility and all employees, volunteers, and stakeholders are expected to support and uphold these principles. Violation of this policy may result in disciplinary action, up to and including termination of employment or volunteer service.

By implementing this policy and enforcing this Non-Discrimination and Equal Opportunity Policy, the American Psychological Foundation strives to create an inclusive and equitable environment where every individual is respected, valued and given an equal opportunity to thrive.

## **2. Whistleblower Protection Policy: Reporting Ethical Violations at APF**

Trustees, staff, and volunteers are required to follow the APF's Whistleblower Protection Policy and are expected to adhere to the highest standards of honesty, integrity, and fairness. It is APF's policy to comply with all applicable laws, rules, and regulations.

Trustees, staff, and volunteers are encouraged to bring to the attention of the President, or, in the case of the President, the Vice President, instances where an individual is engaging in questionable behavior. It is preferred, but not required, that these communications be done in writing. Trustees can disclose any conduct they believe is legally or ethically questionable, including possible instances of corporate fraud, unethical business practices, conflicts of interest, or violations of state or federal law ("unethical conduct" or "conduct"). Employees with good-faith concerns regarding any conduct they believe is questionable should contact any lawyer in the APF Office of General Counsel immediately. This policy does not require reporting the unethical conduct to any individual who is involved in the conduct. Once a complaint is registered with Legal Counsel, they will follow the complaint procedure.

No person who has been accused in the complaint will participate in the investigation or resolution of the complaint. If necessary, due to the disqualification of the persons who would normally process the complaint, the investigation and resolution of the complaint will be done by the APF Office of General Counsel or a designee.

## **2.1. No Retaliation Policy**

APF prohibits any form of retaliation, including discrimination in the terms and conditions of employment, against any employee who reports any truthful information relating to the commission or possible commission of any crime to an officer or employee of a federal agency. Such retaliation will be considered the basis for disciplinary action, including possible termination. In addition, employees risk criminal penalties if they are found to have violated the law prohibiting such retaliation.

## **3. Board of Trustees Conflict of Interest Policy**

In carrying out their duties, trustees, staff, and volunteers should not profit, personally or professionally, from Board actions or APF activities.

Individual conflict of interest refers to situations in which an individual has financial, professional, or personal interests that may directly or indirectly affect, or may have the appearance of affecting, that individual's professional judgment in regard to any APF matter.

### **3.1. Policy Statement**

The APF Board of Trustees must adhere to the following principles and guidelines concerning any possible conflict of interest or appearance of the same in regard to any APF matter:

The trustees of APF serve in a privileged role of serious responsibility in the direction of the organization and in ensuring that funds are expended in an ethical manner. Both in agreeing to accept a term of service and throughout that term, each trustee and committee member must disclose annually any known financial, professional, or personal conflicts of interest or the appearance of the same. Where such conflicts exist, trustees must voluntarily disclose and exclude themselves from any involvement in affected APF matters.

Trustees should exclude themselves from any APF matter that would impose bias or have the appearance of imposing bias in any way involving themselves, a family member, colleague, friend, restricted APF Fund, or an organization with which the trustee is involved.

A trustee should not advise any party regarding preparation of proposals or applications to the extent that a conflict of interest or appearance of the same would develop. To avoid the appearance of a conflict of interest or undue influence, trustees or committee members for the award they are reviewing should not author letters of endorsement for an APF award or grant on behalf of a family member, colleague, friend, or an organization with which the trustee has any interest, financial or otherwise. Trustees and review committee members reviewing applications for APF programs must excuse themselves from the deliberations and from voting on applications from the same institution as the trustee or committee member, from colleagues with whom the trustee is directly collaborating, or from graduate students of such colleagues.

Any trustee who has, or may appear to have, a conflict of interest in a matter before the APF Board of Trustees may not vote or use their personal influence on the matter. This does not, however, prevent the trustee from briefly stating their position on the matter or from answering pertinent questions. The conflicted trustee shall recuse their self from the meeting while the other trustees discuss and vote on the matter. The minutes of the meeting will should reflect that the trustee withdrew from participation because of the existence or appearance of a conflict.

In the event that a trustee is uncertain or does not believe that a conflict of interest, or appearance of conflict, actually exists, the APF Board of Trustees shall determine, by majority vote, whether the trustee must be recused from participation in the matter.

**In order to avoid conflicts of interest and the appearance of such, trustees should:**

- Disclose situations or areas in which it might appear that they have conflicting duties with other individuals or organizations. There will be an opportunity to update a current list of conflicts of interest at the beginning of each board meeting.
- Invite further review by the entire Board of any aspect of these situations and areas that a majority of its members might consider justified.
- Take steps (e.g., avoiding deliberation or resolution of pertinent issues) that are judged by a majority of the Board to be necessary to protect against both the appearance and the possibility of ethical conflict or legal liability on the part of the Foundation arising from conflicts of interest.

### **3.2. Implementation of Policy**

Trustees must sign a Conflict of Interest and Voluntary Disclosure Statement annually, which is kept on file in the APF office.

If during the year a change occurs in a trustee's interests and that change requires disclosure, the trustee should report the potential conflict of interest and submit an amended Voluntary Disclosure Statement (with full narrative explanation) to the chief executive officer, who will forward it to the APF Office of General Counsel, the APF president, and other appropriate APF officers if necessary.

The Executive Committee determines the appropriate steps to address any conflict of interest or appearance of the same. Potential conflicts or appearance

of the same may be forwarded for deliberation and recommendation by the full APF Board of Trustees. Conflicts or appearances of the same are reported to the Board annually.

### **3.3. Failure to Comply with the Policy**

Violation of the substance or intent of this conflict of interest policy by failing to report a conflict of interest or appearance of the same in a timely manner will result in dismissal from the APF Board of Trustees. The Foundation recognizes that there are borderline cases. If in doubt about whether the policy applies to a trustee's circumstances, the trustee will consult with the chief executive officer. The chief executive officer, in conjunction with other APF officers and the APF Office of General Counsel, if necessary, will consult with the trustee regarding the applicability of the policy; it is the trustees' responsibility to follow this policy.

## **4. Investment Policies**

### **4.1. Introduction to Investment Policies**

This policy covers American Psychological Foundation's (APF's) investment portfolios, including the primary investment and the Springfield bequest portfolio, which together holds the funds with which the Foundation fulfills its mission. APF's basic investment standards are those of a prudent investor as articulated in applicable state and federal laws and are intended to conform to standards of the Uniform Prudent Management of Institutional Funds Act (UPMIFA). Investments are limited to those firms and/or securities that adhere to the prudent investor standards of these guidelines.

APF regards itself as a steward of institutional funds, and for purposes of this policy, investment assets are those that are available for investment. These institutional funds may have temporary time and purpose restrictions imposed by the donor or the APF Board of Trustees. Illiquid assets are described in APF's gift acceptance policies and are governed by those rules and not this investment policy.

This statement of investment policy reflects the investment policy, objectives, and limits of the entire long-term portfolio and was updated and approved by the APF Board of Trustees in October 2023. The Board reserves the exclusive right to amend or revise this policy.

### **4.2. Purpose of Investment Policies**

This statement of investment policy outlines a philosophy that will guide the management of the assets to further the Foundation's mission and philanthropic goals. It is designed to ensure that the growth of the Foundation is sufficient to offset normal inflation plus reasonable spending to help fund the annual operating budget, thereby preserving the constant dollar value and purchasing power for future generations. Additionally, this statement will outline the guidelines meant to preserve the principal of operating cash and reserves while producing market-level income.

It is intended to:

- Define and assign the responsibilities of all involved parties.
- Establish a clear understanding for all involved parties of the investment goals and objectives of the long-term portfolio.

- Offer guidance and limitations to all Investment Consultants and managers.
- Establish a basis for evaluating investment results.
- Establish the relevant investment horizon for which the assets will be managed.
- Be sufficiently specific to be meaningful, and yet flexible enough to be practical.

### **4.3. Investment Objectives & Goals**

The absolute objective of APF's investments portfolio is to seek an average total real return of 4%, or CPI plus 4%. This objective shall be measured over an annualized, 10-year time period; the intent of this objective is to preserve, over time, the principal value of assets as measured in real, inflation-adjusted terms.

This policy is designed to maximize return while at the same time protecting the funds entrusted by donors to the Foundation.

#### **4.3.1. Uniform Prudent Management of Institutional Funds (UPMIFA)**

**This policy is intended to comply with UPMIFA's standard of conduct for managing and investing funds including:**

- Duty of loyalty—operating in the best interests of the organization.
- Duty of care—acting in good faith and with the care of an ordinarily prudent person in like circumstances; makes a reasonable effort to verify facts.
- Duty to minimize costs—incurring only costs that are appropriate and reasonable in relation to the organization's assets, purposes, and available skills.
- This portfolio shall be managed in accordance with prudent investment standards, including consideration of:
  - General economic conditions
  - Possible effect of inflation or deflation
  - Expected tax consequences
  - Role of each investment within overall investment portfolio
  - Expected total return from income and appreciation
  - Other resources of the Foundation
  - Needs of the Foundation to make distributions and preserve capital
  - An asset's special relationship or value, if any, to the Foundation
  - Neither the Board of Trustees, the Investment Committee, nor any of its delegated agents shall invest funds with any firm or in any vehicle that may, as a result of the transaction, monetarily

benefit a member of the Investment Committee, Board or APF staff.

#### **4.3.2. Risk**

The Investment Committee defines risk as the probability of not meeting the average total real return of 4%, or CPI plus 4%.

Risk is present in all types of securities and investment styles; however, some risk is necessary to produce long-term investment results that are sufficient to meet the long-term portfolio's objectives. Each investment manager will make reasonable efforts to control risk in the part of the portfolio that they manage and will be evaluated regularly to ensure that the risk assumed is commensurate with the given investment style and objectives.

#### **4.3.3. Diversification**

The long-term portfolio shall be diversified to minimize the likelihood of significant losses, unless unusual circumstances arise, and the Investment Committee deems it prudent not to maintain the diversification.

#### **4.3.4. Preservation of Capital**

Consistent with their respective investment styles and philosophies, investment managers should make reasonable efforts to preserve capital within the part of the portfolio they manage, understanding that losses may occur in individual securities.

#### **4.3.5. Cash**

Cash is to be employed productively at all times, by investment in short-term cash equivalents to provide safety, liquidity, and return.

### **4.4. Investment Policies**

#### **4.4.1. Asset Allocation**

APF's current aggregate asset allocation is set forth below (at market value).

Asset Class	Minimum	Maximum	Preferred
<b>Equities</b>	<b>45%</b>	<b>75%</b>	<b>60%</b>
US Equities	30%	60%	45%
<i>Large/Mid Cap US Equities Value</i>	10%	30%	17.5%
<i>Large/Mid Cap US Equities Growth</i>	10%	30%	17.5%
<i>Small Cap US Equities Value</i>	0%	10%	5%
<i>Small Cap US Equities Growth</i>	0%	10%	5%
<i>International Equities</i>	0%	25%	15%
Real Assets	0%	10%	0%

This asset allocation is meant for the portfolio as a whole, and individual managers are not expected to use this asset allocation for the parts of the portfolio that they manage.

It is APF's intention to give the Investment Consultant discretion to tactically overweight and underweight the allocations to value versus growth and any asset class based on their economic views and outlook so long as the allocations remain within the guidelines set forth above.

The Investment Committee will review the portfolio at least quarterly to ensure that it meets the current asset allocation guidelines and will work with the Investment Consultant to rebalance the portfolio if necessary.

#### **4.4.2. Generally Prohibited Assets**

Prohibited investments may change from time to time based on consultation with the Investment Committee. Prohibited investments include, but are not limited to, the following:

- Futures contracts
- Private placements
- Options
- Limited partnerships
- Venture-capital investments
- Hedge funds
- Investments that result in unrelated business income tax

#### **4.4.3. Prohibited Transactions**

Prohibited transactions include, but are not limited to, the following:

- Short selling

#### **4.4.4. Guidance on Socially Responsible Investing**

APF is committed to ESG value investing as much as is possible, but not at the expense of fiduciary responsibility to its donors (i.e., increasing the value of our donors' gifts by growing the APF investment portfolio).

Where available to restrict, such as in the use of Separately Managed Accounts, the APF investment portfolios are prohibited from directly owning securities in the following sectors or who derive a significant portion of their revenues from the sale of:

- Tobacco
- Alcohol
- Firearms

APF, in alignment with its mission and values, strongly encourages the consideration of managers who integrate environmental, social and governance (ESG) factors into analysis of investments where appropriate. The inclusion of such investments is at the discretion of the Investment Consultant and in accordance with the guidelines already stated in these Investment Guidelines.

### **4.5. Roles & Responsibilities**

#### **4.5.1. Board of Trustees**

The Board of Trustees delegates to the Investment Committee the responsibility for directing and monitoring the management of the long-term portfolio pursuant to this policy.

The Board reserves the exclusive authority to:

- Hire the Investment Consultant pursuant to the recommendation of the Investment Committee following a prudent due diligence process.
- Review the Investment Committee's annual evaluation of the Investment Consultant's performance and compliance with scope of delegation.
- Amend or revise this policy.
- Make all policy-related decisions, with recommendations from the Investment Committee.

#### **4.5.2. Investment Committee**

The Investment Committee is appointed by and accountable to the Board of Trustees and is acting in a fiduciary capacity with respect to the portfolio. The Investment Committee consists of up to three outside investment advisers, the APF CFO (who is a Trustee), the APF Treasurer (chair), additional Trustees, and the APF Chief Executive Officer. The outside experts on the Committee are approved by the full Board of Trustees. The Committee meets at least quarterly, through conference calls or e-mail.

Specific responsibilities of the Investment Committee include:

- Direct and monitor the investment management of the long-term portfolio working with Investment Consultant(s), managers, custodians and additional specialists as more fully described below.
- Ensure the asset allocation of the investment portfolio meets the investment goals and objectives of the Foundation.
- Recommend employment of specialists such as Investment Consultants, attorneys, auditors, actuaries, and others to assist in meeting the Foundation's responsibilities and obligations to administer the investments prudently. All expenses for such experts must be appropriate and reasonable in relation to the assets, purposes of the Foundation, and skills available to the Foundation.
- Review the Investment Consultant's performance and compliance with scope of delegation annually.
- Report annually to the Board of Trustees on the performance of the Investment Consultant.

The Investment Committee is authorized to seek advice from, and delegate certain responsibilities to, professional experts in various fields. These include, but are not limited to:

- "Investment Consultant" shall mean any individual or organization employed to provide advisory services. The Investment Consultant will have management and investment authority over the investment portfolios, including authority to select investment managers; review the performance of such managers over time; measure and evaluate investment performance; and other tasks as necessary or

appropriate to the Investment Consultant's duties. In addition, the Investment Consultant may assist the Investment Committee in establishing investment objectives and guidelines.

- "Investment Manager(s)" shall mean any individual, or group of individuals, employed to manage the investments of all or part of APF assets. The investment managers have discretion to purchase, sell, or hold the specific securities that will be used to meet the investment objectives.
- The Custodian will physically (or through agreement with a sub-custodian) maintain possession of securities owned by APF Investment Portfolios, collect dividend and interest payments, redeem maturing securities, and effect receipt and delivery following purchases and sales. The custodian will also account for all assets owned, purchased, or sold, and move assets among the accounts at the direction of the Investment Consultant.
- Additional specialists such as attorneys, auditors, actuaries, and others may be consulted by the Investment Committee to assist in meeting its responsibilities and obligations to administer the investments prudently.

In delegating authority and retaining advisors and consultants, the Investment Committee shall act in good faith and exercise care of an ordinary prudent person in like circumstances in 1) selecting an agent, 2) establishing the scope and terms of the delegation and 3) periodically reviewing agents' actions to monitor performance and compliance with the terms and scope of delegation. The Investment Committee will not invest APF funds with any firm or in any vehicle that may, as a result of the transaction, monetarily benefit a member of the Investment Committee, APF Trustees, or APF Staff, pursuant to the Conflict of Interest Policy.

All expenses for such experts must be appropriate and reasonable in relation to the assets, the purposes of the Investment Portfolios, and the skills of the Investment Committee, and will be borne by the Investment Portfolios as deemed appropriate and necessary.

#### **4.5.3. Investment Consultant**

The Investment Consultant is hired by the Board of Trustees in consultation with the Investment Committee to provide advisory services, including advice on investment objectives and/or asset allocation, manager search and selection, and performance monitoring.

In selecting an Investment Consultant, the Investment Committee shall act in good faith and with the care of an ordinary prudent person following prudent due diligence procedures, including consideration of various candidates, costs reasonable to the organization's mission and expertise, and recommendations from investment experts. The Investment Committee shall review the Investment Consultant's performance annually, considering in that evaluation the advice given, long term returns of the portfolio, the performance of recommended managers, as described in the Investment Policy Appendix. The Investment Committee retains the authorization to initiate a review at any time as warranted by circumstances.

The Investment Consultant is granted discretionary authority to hire and terminate an Investment Manager, buy or sell investments, execute tactical

asset allocation changes, and rebalance the APF portfolios without prior approval from the Investment Committee as long as investment decisions are consistent with and in compliance with the investment objectives, policies, guidelines, and constraints as established in this Investment Policy Statement.

The investment consultant may employ one or more investment managers of varying styles and philosophies to attain the long-term portfolio's objectives.

Specific responsibilities of the Investment Consultant include:

- The Investment Consultant shall act pursuant to UPMIFA's standard of conduct for managing and investing funds, as set forth above.
- Assist in the development and periodic review of investment policy, guidelines, and objectives.
- Conduct manager searches and hiring investment managers. The investment consultant's selection of investment manager(s) must be based on prudent due diligence procedures.
- Provide "due diligence" on the investment manager(s) to the Investment Committee.
- Monitor the performance of the investment manager(s) to provide the Investment Committee with the ability to determine the progress toward the investment objectives.
- Communicate matters of policy, manager research, and manager performance to the Investment Committee.
- Review long-term portfolio investment history and historical capital markets performance during each meeting of the Investment Committee.
- Report to the Investment Committee on the performance of the investment portfolio at each of its quarterly meetings, and to the APF Board of Trustees at least once every three years, or whenever requested.
- Providing each manager with the Investment Policy Statement and/or a written statement outlining his or her specific goals and constraints as they differ from those objectives of the entire Investment Portfolios.

#### **4.5.4. Investment Manager(s)**

Investment managers are employed to manage the long-term investments of a portion of APF assets.

A qualifying investment manager must be a registered investment advisor under the Investment Advisors Act of 1940, or a bank or insurance company.

Each investment manager will have full discretion to make all investment decisions for the assets placed under its jurisdiction, while observing and operating within all policies, guidelines, constraints, and philosophies as outlined in this statement.

Specific responsibilities of the investment manager(s) include:

- Discretionary investment management including decisions to buy, sell, or hold individual securities.
- Report on a timely basis, monthly or quarterly investment performance results, as applies.
- Communicate in a timely manner any major changes to economic outlook, investment strategy, or any other factors that affect implementation of investment process, or the investment objective progress of the long-term portfolio's investment management.
- Inform the Investment Consultant regarding any qualitative change to investment management organization, examples of which include changes in portfolio management personnel, ownership structure, investment philosophy, etc.
- These guidelines and objectives are not intended to hamper investment managers, who may request modifications from the Board of Trustees as appropriate.

#### **4.5.5. Adherence to Investment Discipline**

Investment managers are expected to adhere to the investment management styles for which they were hired. Managers will be evaluated regularly for adherence to investment discipline.

Additionally, the goals of each investment manager, over the investment horizon of approximately 10 years, shall be to meet or exceed the market index, or blended market index, selected and agreed upon by the investment consultant that most closely corresponds to the style of investment management.

#### **4.5.6. Custodian**

The Investment Consultant will establish such custodial relationships as are necessary for the management of the organization's funds. The custodian will physically (or through agreement with a sub-custodian) maintain possession of assets owned in the investment portfolio, collect dividend and interest payments, redeem maturing marketable investment securities, and effect receipt and delivery following purchases and sales. The custodian will also account for all assets owned, purchased, or sold, and move assets into and out of the long-term portfolio accounts at the instruction of the Investment Consultant. Specifically, the long-term assets are held in custody by Merrill Lynch.

### **4.6. Investment Performance Review & Evaluation**

Performance reports generated by the Investment Consultant shall be compiled at least quarterly and forwarded to the Investment Committee for review. The investment performance of total portfolios, as well as asset class components, will be measured through absolute, relative, and comparative terms over annualized time periods.

Review of portfolio results in absolute terms shall be made with consideration toward meeting and/or exceeding the expressed minimum real rate of return over a 10-year period.

Review of portfolio results in relative terms shall be accomplished primarily by comparing results over a moving annualized three- to five-year time period, to assigned market indices.

Review of portfolio results in comparative terms shall be accomplished primarily through universe comparisons over moving annualized one-, three-, and/or five-year time periods.

Consideration shall be given to the extent to which the investment results are consistent with the investment objectives, goals, and guidelines as set forth in this statement.

Investment managers shall be reviewed regularly by the Investment Consultant regarding performance, cost, personnel, strategy, research capabilities, organizational and business matters, and other qualitative factors that may impact their ability to achieve the desired investment results. The portfolio(s) is intended to be evaluated over at least a five-year period, but a manager may be terminated at any time for any reason.

The Investment Consultant shall meet with the APF staff and Trustees as needed and the Investment Committee at least quarterly and furnish written reports on the investment portfolio's performance. The investment policy will be reviewed by the Investment Committee at least annually.

The Investment Committee reports to the Board of Trustees at the Board's semi-annual meeting.

#### **4.7. Investment Policy Appendix**

##### **Investment Consultant Evaluation**

The Consultant will be evaluated annually by APF Investment Committee and Board of Trustees to ensure their continuous ability to serve APF with the highest standard of care. Evaluation metrics may include, but are not limited to:

##### **Investments**

- Quality of advice on asset allocation.
- Ability to present investment outlook and investment rationale in a thoughtful, clear and timely manner.
- Pro-active advice on tactical adjustments to asset allocation.
- Thoroughness of process in evaluating investments/managers and recommending changes.
- Competitiveness of risk-adjusted returns over a full market cycle (generally 5 years or longer)
- Quality and thoroughness of quarterly reporting.
- Adherence to Investment Policy Statement guidelines

##### **Communication**

- Responsiveness to questions and communications from the APF Finance staff, the APF Treasurer and Investment Committee members.
- Providing relevant education when needed.

##### **Administration**

- Willingness to produce or assist with special projects and assignments.
- Efficiency and timeliness of handling administrative and audit requests.
- Ability to facilitate and timely reporting for donations of securities to APF.

## **5. Accounting Policies**

### **5.1. Fiscal Year**

APF's fiscal year is January 1st to December 31st.

### **5.2. Accounting Basis**

The Foundation's financial statements are presented using the accrual basis of accounting, which is in accordance with accounting principles generally accepted in the United States.

### **5.3. Accounting System**

APF outsources its accounting services.

### **5.4. Budgeting**

APF's budget is set and approved annually by the Board of Trustees at their fall meeting. Reports are presented to the Board twice per year at the meetings.

### **5.5. Pledges**

Pledges are only recorded after a donor makes a pledge in writing to include the timing of payments (monthly, quarterly, yearly) and the method of completing the pledge (auto debit or check). Development staff will enter the information into the development database and file a PDF of the form on the APF share drive.

The development staff is responsible for ensuring all pledge payments are credited to the donor.

The outsourced accounting firm will reconcile pledges to the general ledger balance. APF shall recognize the full amount of the pledge when it is made. Contribution income shall be classified as increases in unrestricted, temporarily restricted, or permanently restricted net assets based on the existence or absence of such restrictions. Pledges shall be recorded as assets and increases in temporarily restricted net assets (contribution income) of APF in the period that APF receives evidence that a promise to support the Foundation has been made. Pledges that are to be collected within one year shall be recorded at their face value, less any reserve for uncollectible pledges, as estimated by management. Pledges that are collectible over time periods in excess of one year shall be recorded at their discounted net present value. Accretion of discount on such pledges shall be recorded as contribution income in each period leading up to the due date of the promise to give. The interest rate that shall be used in calculating net present values of pledges is the risk-free rate of return available to APF at the time the Foundation receives a promise from a donor. When the final time or use restriction associated with a contributed asset has been met, a reclassification between temporarily restricted and unrestricted net assets shall be recorded.

All multi-year pledges that have a program restriction are tracked when payments are received and the respective restricted funds are credited so that the balances

accurately reflect proper funds available, and also to make sure there is an allocation of investment income for the fund.

APF follows up with donors who have overdue pledge payments as needed. If a donor has not made a pledge payment in more than a year, APF writes off the balance of the pledge.

## 5.6. Time-Limited Cash Gifts

If a donor sets up a time limited fund, and makes the entire gift in cash, the following deposit guidelines apply:

- Less than \$50,000: APF will deposit the money in its regular checking account.
- Between \$50,000 and \$75,000: APF will determine whether to put the money in CDs depending on interest rates at the time.
- More than \$75,000: APF will place the money in CDs.

## 5.7. Financial Statements Processing

The objective of APF is to prepare accurate financial statements according to generally accepted accounting principles (GAAP).

The outside accounting firm prepares journal entries and APF's monthly and year-end financial statements.

### 5.7.1. Annual Closing Procedures

At fiscal year-end (December 31), the Foundation's outside accountants perform a thorough analysis of all balance sheet accounts. Any adjustments resulting from the analysis are recorded. The Foundation's outside accountants ensure that everything is recorded on the accrual basis of accounting. The year-end closing process typically takes place approximately one month after the end of the fiscal year.

Annual (year-end) journal entries are made for the following items.

Note: These are all the items that are not adjusted on a monthly basis throughout the year:

*Investment* (record unrealized gain/loss; during the year they are recorded at cost).

#### *Net investment Income Allocation*

The net investment income allocation is the investment income/loss, minus APF's general and administrative expenses, which are allocated to all funds on a pro-rata basis. The same pro-rata percentages determine how much investment income is classified as temporarily restricted and also determines the amount of release from restrictions for the operating expenses charged to the funds. Donor agreements for designated funds explain APF's net investment income allocation method.

- New funds established at APF receive a pro-rated expense and income allocation in the first year. The pro-rated amount will be determined by the number of months the fund was held at APF in that year.

- The administrative fees for division funds that are valued at \$100,000 or less and do not require review committee work will be considered Partnership Funds.

*Permanently Restricted Funds*

APF does not encourage permanently restricted funds; however, if the trustees accept such funds, these funds will be assessed as an administrative fee.

*Salary Allocation for Functional Expense Statement*

The salary allocation for the functional expense statement is based on a percentage of time worked on program activities versus administrative activities and fundraising for APF staff. This percentage is determined by management. The allocation is made at the end of the year.

### **5.7.2. Audit Process**

The Foundation is required to have an annual audit of its financial statements. The audit typically occurs in the Spring by the independent certified public accounting firm (CPA firm) approved by the Board of Trustees. Prior to the start of the audit, the finance department and the chief executive officer, along with the outside accounting firm, meet with the CPA firm to discuss the logistics and timing of the audit. After this meeting, the CPA firm sends the Foundation a listing of schedules and other information that will be needed during the audit. The financial consultant is the primary staff contact during the audit fieldwork.

Upon completion of the audit, the CPA firm delivers “drafts” of the audited financial statements and the management letter to the chief executive officer. The audited financial statements and management letter are then submitted to the Audit Committee for review and approval. Final financial statements are delivered upon approval of the statements by the Audit Committee.

## **6. Spending Policies**

### **6.1. Spending Policy**

For those funds intended to last for a period of 25 years or until such a time that the program is no longer effective in its purpose (subject to investment returns, market changes or additional donations), unless otherwise stipulated in the agreement, the trustees will spend a maximum of 5.5 percent of the fund’s balance on programmatic grants, awards, scholarships, and prizes. The percentage is calculated based on a five-year rolling average.

Once a fund has reached its threshold to begin spending, APF will calculate the spending percentage in the first five (5) years as follows:

- First year after reaching spending threshold: up to 5.5% of current value of the fund (at the time budget decisions are made)
- Second year: up to 5.5% of the previous year’s audited fund balance
- Third year: up to 5.5% of the average of previous two (2) years’ audited fund balances
- Fourth year: up to 5.5% of the average of previous three (3) years’ audited fund balances

- Fifth year: up to 5.5% of the average of previous four (4) years' audited fund balances

## 6.2. Funding Policies

### 6.2.1. Terms & Conditions

All recipients of APF funding must provide an acknowledgement and/or terms and conditions document before funding will be disbursed. APF's current terms are:

#### 6.2.1.1. Duration

APF funding generally continues for a maximum of 12 months from the date of the award.

#### 6.2.1.2. No-Cost Extensions

Extensions to the grant period are reviewed on a case-by-case basis and will not involve additional grant funds.

#### 6.2.1.3. Allowable Uses of Funds

Funds must be used for expenses clearly related and necessary to conducting the project as described in the recipient's original proposal. Any changes in the project design must be approved in advance by the APF.

#### 6.2.1.4. Administration of Funds

APF disburses funds in a single payment. Awards and grants of less than \$10,000 may go to the recipient or to the recipient's institution. An original W-9 form, if required, must be received before funding can be released to an individual. For grants and scholarships that are \$10,000 or more, APF makes grants to recipients' institutions. Exceptions can be made if the institution will not agree to waive indirect costs and provides written documentation from the institution's grants office or office of sponsored programs to that effect. If an exception is granted, APF will write a check directly to the recipient, who must agree to accept all IRS reporting requirements. As referenced in APF's Terms and Conditions, all recipients must submit a final report to APF with the monies spent and must return any unused monies over \$100.

#### 6.2.1.5. Institutional Indirect Costs

APF does not allow institutional indirect/administrative/overhead costs and/or fees to be taken out of grant monies. The entire grant must be provided to the individual grantee for the stated purpose. Institutional indirect/administrative/overhead costs and/or fees may not be included in the applicant's grant budget. If the applicant is selected for funding, and the institution accepts the funds on behalf of the applicant, the institution must adhere to the grant application budget and affirm in writing, on the grant Terms & Conditions, that it will waive all institutional indirect/ administrative/overhead costs and/or fees. Information and examples of allowable and unallowable costs appear on APF's FAQs page for applicants and are distributed, when necessary, to APF review committees for their information.

#### **6.2.1.6. Final Report**

Within 30 days of the grant's end, the recipient must submit a final report to APF. The report must include information in the following areas:

- A description of all activities conducted with the funds, including any research conducted.
- A complete statement of expenditures associated with the grant.
- A check for any unspent funds in excess of \$100, made payable to APF.
- A statement regarding the impact of the grant on the grantee's research and career.

#### **6.2.1.7. Publications**

Publications must include acknowledgment of the APF grant. The following language is suggested: "The research described in this paper was supported by a [named] grant to the author from the American Psychological Foundation."

#### **6.2.1.8. Changes in Status**

The recipient must report any change in institutional affiliation or student status that might affect the administration of the grant.

All students who receive APF funding based on their student status must remain students for the duration of the funding period in order to qualify for full funding. If students choose to graduate early, their funding will be prorated.

#### **6.2.1.9. Minimum Grant or Award Amount**

The minimum amount of a grant, award, or scholarship is \$1,000.

#### **6.2.1.10. Funding Philosophy**

APF supports original, innovative research and projects. Although APF favors unique, independent work, the Foundation does fund derivative projects that are part of larger studies.

#### **6.2.1.11. Eligibility**

Nonprofit charitable, educational, and scientific institutions, or governmental entities operating exclusively for charitable and educational purposes, are eligible to apply for APF funding.

#### **6.2.1.12. Foreign Eligibility**

APF accepts applications for funding from foreign students (F-1 visa holders) studying at U.S. universities.

Although APF supports making grants to qualified applicants in any country, if diplomatic relations are such that transferring money to a recipient is prohibited, APF cannot award that recipient a grant. Committees are asked to consider this situation as they are recommending recipients for any APF award or grant.

### **6.2.1.13. Posthumous Awards**

Nominees for an APF achievement award are not eligible for a posthumous award. A nominee must be living when selected by the Committee. If a nominee has been chosen and notified and then dies, the award is presented with the stipend going to the estate of the recipient.

### **6.2.1.14. Gold Medal Awards**

Honorary Trustees and the current Board of Trustees of APF are not eligible to receive the Gold Medal Award.

### **6.2.1.15. Letters of Nomination/Recommendation**

Members of the APF Board of Trustees are not allowed to write letters of nomination or recommendation for APF funding; individuals serving on review committees are not allowed to nominate or recommend a candidate for funding on the opportunity for which they are conducting reviews. Family members and spouses of individuals are able to recommend and nominate.

### **6.2.1.16. Conferences/Workshops**

Proposals for conference expenses are not eligible for funding, with the exception of providing travel grants/scholarships for students to attend conferences.

### **6.2.1.17. Direct Service Projects**

Proposals for direct services local to a specific community are not eligible for funding if there are no applications or generalizations beyond the local community.

### **6.2.1.18. Invited Speakers**

APF supports divisions of APF and other groups in making selections of distinguished individuals to deliver APF lectures at the APF Annual Convention. APF provides honoraria and schedules the lecture at the convention; however, payment of expenses and special arrangements such as transportation, booking of travel and hotel stays, and taking care of other needs is the responsibility of the inviting division or group.

### **6.2.1.19. Grants to Major Donors**

If the APF Trustees select a recipient for funding who is a major donor, APF will ensure that the evaluation and selection has been subjected to review by an independent panel to ensure the integrity of the selection.

### **6.2.1.20. Institutional Review Board Approval**

Institutional Review Board (IRB) approval is required for any research project involving human participants.

APF cannot disburse grant monies without IRB approval. Successful applicants have six months from the date of the grant approval to obtain IRB approval, or the grant may be rescinded. Extensions will be granted on a case by case basis.

### **6.2.1.21. Board Members Receiving Grants or Awards**

APF Trustees must wait one year after their term of service before they can be considered for a grant or an award.

APF Honorary Trustees must wait one year after their term of service before they can be considered for a grant; however, they are eligible for awards with the exception of the Gold Medal Award.

### **6.2.1.22. Former Board or Committee Members Receiving Grants or Awards**

APF Trustees, Honorary Trustees, Committee members, or division members who administer APF's grants or awards must wait one year after their term of service before they can be considered for a grant or an award from that Committee. APF Honorary Trustees are not eligible for the Gold Medal Award.

### **6.2.1.23. Applicants Seeking Funding from Multiple APF Sources**

Grantees may receive multiple grants from different APF funds for the same project, but applications should have language requiring disclosure so that review committees will have this information.

### **6.2.1.24. No Qualified Applicants**

If no applicants are qualified for a given award, no award needs to be given in that year.

### **6.2.1.25. Evaluation Process for Funded Proposals**

All grants of \$10,000 or more and all scholarships of \$5,000 or more will be evaluated. The Grant & Evaluation Committee will determine a standard template to use for all grants, and staff will also supplement this information with PsychInfo searches and information from the grantees.

### **6.2.1.26. Providing Feedback for Unsuccessful Grant Applicant**

APF does not provide feedback to grant applicants.

### **6.2.1.27. Honorable Mentions**

APF does not award honorable mentions for any of its programs.

### **6.2.1.28. Donors on Review Committees**

In order to avoid the appearance of a conflict of interest, APF does not allow individual donors or donor organizations outside of APF to serve on review Committees for funding opportunities they establish.

## **6.2.2. Grantee Independence**

APF donors must not exert influence on or make requests of a grantee whose work the donor has made possible. Examples include, but are not limited to:

- Requesting to review the project before completion.
- Discussing the study and offering opinions before completion.
- Asking the grantee to use a particular product or area of research in completing the work.

- Requesting that the grantee undertake a project, paper, or other activity while the grant is still active.

### **6.2.3. Review Committees**

APF does not pay volunteers for work on behalf of the Foundation. Exceptions to this policy require approval by the APF Board of Trustees.

In order to avoid the appearance of a conflict of interest, review committee members reviewing APF grant, and award applications must recuse themselves from reviewing applications from the same institution as the Committee member, colleagues with whom the committee member is directly collaborating, or graduate students of such colleagues. Each application must be reviewed by at least two (2) reviewers. Applications may be internally reviewed by a Psychology PhD staff member for sound scientific practices and program suitability. Following this process, each qualified application will be reviewed by at least two (2) review committee members.

In addition, review committee members shall not advise any party regarding preparation of proposals or applications to avoid the appearance of a conflict of interest or undue influence. Committee members shall not author letters of endorsement for applications they will later be asked to review. Committee members must disclose all situations or areas in which it might appear that they have a conflict of interest.

### **6.2.4. Unspent Grant Funds**

Unspent grant monies remain in the fund and are not rolled over into what is available to be spent the next year.

### **6.2.5. Policy for Identical Proposal/Budgets**

Applicants are eligible for two separate grants for the same project as long as the work plan and budgets are different.

### **6.2.6. Policy for Use of Artificial Intelligence (AI)**

Applicants may use Artificial Intelligence (AI) tools to organize their thoughts and structure their proposal, but the final work in the proposal should be the applicant's own idea(s) and content. AI should be used as a tool, not as the source of the proposal topic or as a primary developer of content. Applicants will be asked to acknowledge and disclose use of AI tools in the application. Usage of AI tools in alignment with this policy will not negatively impact review of the proposal, but proposals that are not the applicant's own idea(s) or content and those which are developed primarily by AI tools will be declined.

APF's AI policy is aligned with current guidance from the National Institute of Health's "Policy on AI Use in NIH Research Applications and Limiting Submissions per PI" (July 31, 2025), which states:

*Applications that are either substantially developed by AI or containing sections substantially developed by AI are not considered the original ideas of applicants and will not be considered by NIH.*

Reference: U.S. Department of Health and Human Services. (July 31, 2025). *Apply responsibly: Policy on AI use in NIH research applications and limiting submissions per PI*. National Institutes of Health. [Link](#).

## 7. Gift Acceptance Policy

APF welcomes charitable contributions from individuals, foundations, and corporations that advance APF's mission. Certain types of gifts must be reviewed by the CEO and/or Board of Trustees prior to acceptance due to the special liabilities they may pose for APF. Acceptance by APF of a gift does not imply APF's endorsement of the donors' policies or products, nor does it imply that APF will exert any influence to advance the donor's interests outside the substance of the gift itself. Donors may not use the gift for promotional purposes unless approved by the APF Board of Trustees.

When considering whether to solicit or accept gifts, APF will consider the following factors:

- **Values** - whether the acceptance of the gift compromises any of the core values of APF
- **Compatibility** - Whether there is compatibility between the intent of the donor and the organization's use of the gift
- **Public Relationships** - whether acceptance of the gift may damage the reputation of APF
- **Primary Benefit** - whether the primary benefit is to APF, versus the donor
- **Consistency** - is acceptance of the gift consistent with prior practice?
- **Form of Gift** - Is the gift offered in a form that APF can use without incurring substantial expense or difficulty?
- **Effect on Future Giving** - Will the gift encourage or discourage future gifts?

All decisions to solicit and/or accept potentially controversial gifts will be made by the Executive Committee of the Board in consultation with the CEO. The primary consideration will be the impact of the gift on the organization.

### 7.1. Gift Types

- Cash
- Marketable Securities
- Bequests
- Gifts of Retirement Assets
- Gifts of Life Insurance
- Charitable Remainder Trusts
- Charitable Lead Trusts
- Donations of Royalties
- Grants from Donor Advised Funds
- Matching Gifts
- Tangible Personal Property
- Real Estate
- In-Kind Gifts

### 7.2. Visionary Gifts

APF encourages Visionary gifts, which enable the Foundation to respond to emerging needs in psychology and society.

### **7.2.1. Gifts in Any of APF's Visionary Priorities**

A donor may request that their gift be directed to one or all of APF's Visionary priorities, as established by the APF trustees and may be eligible to establish a time-limited fund.

A donor may establish a time-limited Visionary fund in the name of their choosing with a gift of \$100,000, provided that the gift supports one of APF's Visionary priorities. The donor may not restrict the purpose of the grant beyond the overall priority, and the fund must adhere to APF's Visionary Fund administration model for making grants.

## **7.3. Designated Gifts**

Donors may make a gift to an existing APF designated fund by indicating in writing the fund to which they wish to make the contribution.

The minimum gift amount for donors who wish to establish a designated fund for a new program initiative intended to last is \$250,000.

Divisions of the American Psychological Association or other organizations may set up a fund to advance their charitable intentions within psychology with a gift of at least \$100,000. The purpose of the fund must adhere to 501(c)(3) guidelines, and the purpose must be sufficiently broad to appear likely to be relevant over the time period the fund lasts.

Donors may make designated gifts for programs not intended to last upon approval of the APF trustees.

Donors choosing to establish a fund or to designate a new program initiative must sign a formal agreement with APF that outlines the general purpose, administration, and management of the fund.

### **7.3.1. Establishing a Fund**

The APF Board of Trustees (or the Executive Committee) must approve a new fund in principle before any donation will be accepted or an agreement negotiated. Additionally, all new funds must adhere to the following establishing principles:

- At least 20% of the fund's initial fundraising goal (in cash and pledges) must be in hand before an agreement will be signed and APF will accept the gift.
- The donor(s) has (have) up to five years to donate the total amount stated in the agreement in cash.
- APF will not initiate any grant-making activity until the full amount of the fund is received in cash.
- If there is no executed agreement, APF has the discretion to disburse the fund in accordance with its mission and to match as nearly as possible the initial purpose of the Fund.
- The APF Trustees must approve the recipients of funding from designated funds.

### **7.3.2. Evaluation of a Proposed Designated Gift**

APF will evaluate the proposed gift on the following four criteria in determining whether to accept it:

- Does the proposed program deal with psychology?
- How does it fit APF's current priorities?
- What unmet need or underserved area does the program address?
- What is its value for APF in terms of our mission, cost-benefit, and marketing/public relations?

APF will not accept any gift that:

- Would obligate APF to undertake responsibilities, financial or otherwise, that APF might not be capable of meeting.
- Would create a conflict of interest for APF.
- Would directly or indirectly benefit the donor or particular individuals designated by the donor (e.g., relatives of the donor).
- Would place any restriction upon the future employment or activities of any recipient of an award or grant funded by the gift.
- Is otherwise not in the best interests of APF.

### **7.3.3. APF Fund Management Principles**

APF abides by the following principles in managing designated funds:

- If the balance of a designated fund becomes insufficient to support the grant amount, with the donor's permission and/or prior agreement by the donor, the trustees may roll the balance of the fund into the Visionary Fund.
- APF requires that the donor of a fund agree that if at some future time, it becomes impractical for APF to fulfill the purpose for which the fund was intended, the Board of Trustees reserves the right to use the fund for a purpose that will as nearly as possible accomplish the donor's original charitable purpose, wishes, and intent. All gift instruments, including wills, should therefore include a clause to that effect. (Examples of when the purpose could be "impractical" could include no applicants for the grant over an extended period of time and/or the purpose for the grant is no longer relevant.)
- Although APF is committed to fulfilling the intent of a donor for as long as is practical, if the amount of the scholarship, grant, prize, or award needs to be increased to keep pace with inflation, to retain impact, or to attract applicants, the APF trustees reserve the right to do so, and the amount in the fund may decrease.
- The APF Board recognizes that the committees or groups recommending grant, award, or scholarship recipients have specific expertise in the area to be funder and relies on this expertise. However, the APF Board has fiduciary responsibilities over APF funds and consequently must approve all scholarship, grant, or award recommendations.

- In the event that the APF Board does not approve a recommendation, the Board will notify the group making the recommendation and explain the reason the recommendation was not accepted. The group will be invited to select another qualified recipient or offer a solution acceptable to the APF Board, including not giving the grant, award, or scholarship in that particular year. The following are possible reasons that the recommendation would not be accepted: the recommendation does not reflect the Fund's purpose, is contrary to the charitable purposes of APF, the process involves a conflict of interest, or the recommendation would bring discredit or otherwise be expected to cause harm.
- APF reserves the right at any time to rename its Funds, grants, awards, or scholarships in the event of unusual or compelling circumstances. At all times, APF, in the sole and absolute discretion of its Board of Trustees, may exercise this option if a designated name, in its judgment, should bring discredit upon or otherwise be expected to harm the reputation of the Foundation.
- All monies are managed according to APF's Investment Policies.
- All APF funds must reflect Equal Employment Opportunity principles. The Foundation will not permit any funds to: discriminate against an individual on the basis of race, color, religion, disability, creed, nationality, sexual orientation, or gender; place restrictions on the future employment of a recipient(s); earmark the grant, scholarship, or award to benefit any individuals designated by a donor; or set up any conditions that may inure to the benefit of any individual or organization contrary to the charitable purposes of APF, within the meaning of Sec. 501(c)(3) of the Internal Revenue Code. All activities supported by the Fund will be fully consistent with APF's Sec. 501(c)(3) status.

APF keeps records of the financial activity of designated funds as well as records regarding the use of the gift.

#### **7.4. Pledges**

All donations made to APF are one-time gifts and shall not imply automatic renewal, unless indicated otherwise. All pledges must be made in writing and signed by the donor and may be fulfilled over a maximum five-year period from the date that the commitment was made. Pledges by e-mail are accepted in lieu of a signed pledge form when the donor confirms the amount and the terms of the gift.

APF accepts commitments to contribute a specified amount at a specified time in the future, or on a specified schedule with multiple payments. Pledges are expected to be fulfilled with contributions of cash or stock. Because nonprofits are required by accounting standards to account for the full value of pledges at the time the pledge is made, all pledge commitments must be in writing. APF will supply all donors interested in making a pledge with a Gift Agreement to document the gift and associated terms.

Donors who make major gift pledges are encouraged to include APF in their estate or contingency plans to cover any unfulfilled commitment in the event of unexpected death or disability.

#### **7.4.1. Minimum Pledge Amount**

The minimum pledge amount is \$1,000.

#### **7.4.2. Multiple Pledges**

Donors cannot open a new pledge if they have a current pledge that is overdue (12 months without a payment or renegotiation). Donors cannot have more than one pledge open at a time.

### **7.5. Recognition**

APF gratefully acknowledges donors and organizations providing monetary or in-kind support. APF is committed to thanking its donors in a timely fashion, generally within one week of receipt of a gift.

APF reserves the right to publish donor names in relevant publications, unless the donor indicates they would like to remain anonymous.

In some instances, individuals who are affiliated with private foundations or other organizations have been able to direct gifts to APF from those organizations. In these instances, APF will recognize the organization as the donor, and will send a note of appreciation to the individual.

### **7.6. Confidentiality**

In working with donors and grantees and prospective donors and grantees, the American Psychological Foundation (APF) maintains confidential information in both paper and electronic files with personal information.

APF respects the privacy of donors and grantees and therefore will not share publicly the following confidential information.

#### **7.6.1. Donor Information**

- Contact information (address, telephone number, and e-mail address)
- Giving Information
- Information on events attended, publications received, and special requests for program information
- Information the donor may have provided in the form of comments and suggestions

APF maintains this information to understand the donors' and prospective donors' interests and how they align with APF's mission, as well as to update these individuals with APF's plans and activities.

To carry out its responsibilities, the staff, counsel, Board of Trustees, and a limited number of volunteers such as the Advancement Committee may need to know information in APF's donor records. These individuals shall respect and protect the sensitive nature of those records and shall maintain donor confidentiality.

The Foundation's accountants and auditors are authorized to review donor and prospective donor records as required for the purposes for which they are engaged.

Fund agreements are considered strictly confidential information and are not public documents. Particulars of a fund document may not be shared unless the donor has granted permission to do so, or unless sharing these details is essential in order for the fund to be administered as desired by the donor.

The names of all individual donors may be published unless the donors request otherwise. Acknowledgment letters will provide the opportunity for donors to request that their names not be published. These donors will be listed as "anonymous."

The Foundation will not reveal the specific amount of any donor's gift without the permission of the donor.

APF will not share or rent its donor lists with any other organization.

APF shall comply with all state and federal reporting requirements regarding donations.

### **7.6.2. Grantee Information**

- Contact information (name, address, telephone number, and e-mail address)
- Grant proposals
- Projects Designs
- Results Data
- Information on events attended, publications received, and special requests for information
- Review Ballots

Grant Proposals, supporting materials, and review committee scores and comments are considered strictly confidential information and are not public documents. This policy is to protect, to the greatest extent possible, the confidentiality of the proposal contents. The proposals often contain valuable intellectual property, including ideas about areas of study and plans for project design. These ideas and plans belong to the applicants, and APF does not want to do anything that increases the likelihood that they will be leaked.

To carry out its responsibilities, the staff, Board of Trustees, and volunteer members of a grant review committee will need to review the application for funding. These individuals shall respect and protect the private and intellectual property of the applicants and sensitive nature of those records and shall maintain grantee confidentiality, according to the confidentiality agreement provided to them.

The names and provided photos of all grantees may be published, along with brief summaries of the project to be completed.

## **8. Donor Code of Conduct Policy**

APF will disclose and reinforce their Donor Code of Conduct at least once per calendar year to those who have given a gift of any amount during that year.

The Donor Code of Conduct may be delivered as a separate document, link in an email, or as part of letter, however, it will contain the following language:

*APF is committed to inclusion, diversity, equity, accessibility, and the dignity and respect of all individuals and the laws governing nonprofit organizations.*

*Consistent with our organization's values, we are committed to reinforcing the safety and respect of all those we serve and interact with, whether in-person or through digital means. Any act or threat of physical violence, threatening or disruptive behavior, harassment, aggression, or disrespectful comments will not be tolerated.*

*Our expectation is that our donors share this desire to respect and affirm others and thereby agree to the following:*

- *When I give to APF, I realize I am making a voluntary donation to a nonprofit organization, not buying a product or service. I therefore understand that fundraisers are not selling me a product or service, and that the professional relationship between us is therefore not a customer-sales relationship.*
- *I will not put conditions on my donation for the personal benefit of myself, my family or my friends, nor threaten to withhold a gift for similar reasons.*
- *I recognize that I have potential power in this relationship, because I am in the position to give a donation. I therefore promise not to exploit that power for personal gain.*
- *I will not use my power as a donor to divert APF from its core mission. I understand that my gift does not entitle me to a seat on the APF Board or to otherwise have influence on the operations or leadership of the organization.*
- *I will never discriminate against or harass anyone associated with APF based on their sex, gender, sexual orientation, race, class, (dis)ability, religious belief (or lack of), age or any other protected characteristic. Including those individuals, I interact with by proxy to APF through events or meetings.*

*Incidents of harassment, disrespect, or abuse will be swiftly addressed by our senior leadership and Board of Directors. APF's response can potentially include everything from a caution, to a donor's public recognition being permanently removed and donation returned.*

## **9. Privacy Policy**

The American Psychological Foundation (“APF”) believes that the protection and privacy of your Personal Data and Non-Personal Data (collectively “Data” or “Your Data”) is paramount and we value your right to privacy. APF strives to protect Data that we collect through your interaction with the APF family of websites (“APF Websites”), APF applications (“APF Apps”), APF social media tools (“APF Social Media”) and other digital and non-digital spaces where APF may collect Data (APF Websites, APF Applications, and APF Social Media, and other digital and non-digital spaces, respectively, and collectively, “APF Digital Assets”). Data you provide to us through your use of APF Digital Assets helps to inform the APF about how best to provide you with a fulfilling user experience as it relates to our mission. Our goal is to

ensure that Your Data is secure and that APF only uses Your Data subject to the terms and conditions set forth below.

APF is committed to working with you to obtain a fair and rapid resolution of any queries, complaints, or disputes about privacy.

By using APF digital assets, you consent to the terms and conditions of this privacy policy and to APF processing your data for the purposes stated below. If you do not agree to the terms and conditions of this privacy policy, please understand that your use of APF digital assets may not be optimized and in some instances you may not be allowed access to APF digital assets that require APF to verify you as an authorized user.

## **9.1. Data APF Collects**

You provide data to us to create your account or transact business with us.

We collect Data from all visitors (“Users”) to APF Digital Assets in order to interact with you. The following are examples of the types of Data we collect:

### **9.1.1. Personal Data**

“Personal Data” is Data that you provide to us, or that we may otherwise collect, that identifies you directly. This also includes information that is associated with you and could potentially identify you, including when combined with other information from or about you. We will not collect or use Personal Data except as stated in this Privacy Policy. Personal Data may include, among other things, name, postal address, telephone number, email address, payment and billing information, degrees, employer, subscriptions, University or organizational affiliation, demographic data, related application materials, or a combination of these and other Data.

### **9.1.2. Non-Personal Data**

“Non-Personal Data” can be technical information or it can be demographic information. Non-personal data can be information that is automatically collected through the use of cookies for instance. Non-personal data does NOT identify you personally but may be tied together with other data to identify you. Please note that we also consider aggregated data, which is not personally identifiable, to be Non-Personal Data.

### **9.1.3. Automatically Collected Data**

When you visit APF Digital Assets, we may automatically collect Data about you through the use of cookies. This Data includes the browser or operating system that you use, your IP address, the date and time you have viewed certain pages on APF Digital Assets, by ways of example. Please see our Cookie Policy (/about/cookies) to find out more about how we use cookies and similar technologies.

#### **We collect this information:**

- Directly from you when you provide it to us, including through the use of APF Digital Assets, when you apply for funding, and during in-person events, programs, and meetings.
- Automatically as you navigate through APF Digital Assets: information collected automatically may include usage details, IP addresses, and

information collected through cookies, web beacons, and other tracking technologies.

## 9.2. How APF Uses Your Data

We use your data to contact you, administer APF grant and scholarship programs, provide services to you, conduct surveys, and personalize our services to you.

Except as described in this Privacy Policy, or to the extent necessary to fulfill our business obligations as described in this Privacy Policy, we do not sell, transfer, or otherwise disclose to third parties any of the Personal Data that we collect directly from or about you.

We use Personal Data that is collected on APF Digital Assets in the following ways:

- To evaluate and administer our grants and funding programs;
- When you create an account with APF;
- To deliver services, such as educational programs, information or newsletters you request or purchase, administer APF Review Committees;
- To alert you to special offers, updated information and other new services from APF, other third parties, or to forward promotional materials;
- To process your donation or order and, if necessary, to contact you regarding the status of your donation or order;
- To fulfill the terms of a promotion;
- To ensure the APF Digital Assets are relevant to your needs;
- To help us create and publish content most relevant to you;
- To request your feedback about your experience with APF;
- To provide you with notices about your account/membership, including expiration and renewal notices;
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection;
- To notify you about a material change to this Privacy Policy, if necessary, and to allow you access to limited-entry areas of APF Digital Assets;
- To fulfill any other purpose for which you provide Data; and
- For other business purposes that help optimize your experience as you interact with APF Digital Assets.

We may also use your information to contact you about our own and third-party goods and services that may be of interest to you. If you do not want us to use your information in this way, you can adjust your user preferences in your account profile or contact us at [foundation@ampsychfdn.org](mailto:foundation@ampsychfdn.org).

We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

## 9.3. Release of Data to Third Parties

Personal Data collected as a function of the APF Digital Assets will not be released to third parties except to further the purpose for which you provided the Data and in the following instances:

- To fulfill a service to you including answering questions, completing an order or donation, to administer our grant and funding programs, or to follow through on a sweepstakes entry.
- To affiliates, strategic partners, agents, third party marketers or other unaffiliated parties who are offering products or services that we believe may be of interest to you or who require your Personal Data for research, administrative and/or internal business purposes. These parties may use your Personal Data to contact you with an offer or advertisement related to a product or service, or they may use such Data for their own research, administration or business purposes. If you do not want us to share your Personal Data in this manner, let us know.
- To those administering our grant and funding programs.
- To unaffiliated third-party service providers, agents or independent contractors who help us maintain our APF Digital Assets and provide other administrative services to us (including, but not limited to, order processing and fulfillment, providing customer service, maintaining and analyzing data, sending customer communications on APF's behalf, and entry collection, winner selection and prize fulfillment for contests, sweepstakes and other promotions). We seek to ensure that these unaffiliated third parties will not use Personal Data for any other purpose than to provide the administrative services for which they are responsible.
- To complete your donation or purchase. If you choose to make a donation or purchase on APF Digital Assets, we may collect from you your credit card number, billing address and other Data related to such donation or purchase, and we may use such collected Data in order to fulfill your donation or purchase. We may also provide such Data to unaffiliated third parties as necessary to complete your donation or purchase (for example, to process your credit card).
- To comply with the law or in the good faith belief that such action is necessary to conform to the requirements of law or comply with legal process served on us, to protect and defend our rights or property, including the rights and property of APF and APF Digital Assets or act in urgent circumstances to protect the personal safety of others, or to prevent other unlawful or unauthorized activities.
- To third parties as part of any corporate reorganization process including, but not limited to, mergers, acquisitions, and sales of all or substantially all of our assets.
- To track and analyze non-identifying and aggregate usage and volume statistical data from our Users and provide such Data to third parties.
- To protect against potential fraud, or other unlawful or unauthorized activities, we may verify with third parties the Data collected from APF Digital Assets. In the course of such verification, we may receive Personal Data about you from such services. In particular, if you use a credit card or debit card to purchase services or make donations with us, we may use card authorization and fraud screening services to verify that your card Data and address matches the Data that you supplied to us, and that the card has not been reported as lost or stolen.

## **9.4. Third-party Websites & Advertisers**

APF Digital Assets may provide you with links to other websites, although we do not necessarily advise that you are linking to another website. APF has no control over or responsibility for the data collection or use practices of linked websites, including but not limited to third parties that process online transactions. In the event you choose to access such websites, APF is not responsible for any actions or policies of those sites. For example, if you make a financial transaction using your credit card or a similar third-party payment provider, information necessary for processing the transaction is transmitted to the payment provider and is subject to that third party's own privacy policy. Further, please note that the third party's Privacy Policy, Cookie Policy, or security practices may differ from APF. APF neither assumes responsibility for, nor does it control, endorse, or guarantee any aspect of your use of the linked site. We recommend that you check the Privacy Policy, Cookie Policy, and other pertinent security practices of such a party before providing Personal Data to it. For information on advertising and third-party cookies, as well as links to opt-out, please see our Cookie Policy (/about/cookies).

## **9.5. Forums, Chat Rooms, and Other Public Posting Areas**

You also may provide information to be published or displayed (hereinafter, "posted") on public areas of the Website, or transmitted to other users of the Website or third parties (collectively, "User Contributions"). Your User Contributions are posted on and transmitted to others at your own risk. You represent and warrant that all such information provided to APF is accurate and does not violate the rights of any third party or any applicable law, rule or regulation. Although we limit access to certain pages and you may set certain privacy settings for such information by logging into your account profile, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of APF Websites with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

Please note that any User Contribution you include in a message you post to any chat room, forum or other public posting area is available to others. If you do not want people to know your email address, for example, do not include it in any message you post publicly. Please be extremely careful when disclosing any data in chat rooms, forums and other public posting areas. We are not responsible for the use by others of the data that you disclose in chat rooms, forums and other public posting areas. APF reserves the right, in its sole discretion to remove any content on APF websites that it deems to be inappropriate, harassing, discriminatory, false, or illegal. APF further reserves the right to suspend or otherwise limit APF website account holders who violate this section.

## **9.6. Opt-out of Communications**

We communicate with Users on a regular basis via email. For example, we will use your email address to contact you regarding information you have requested (e.g., newsletter), account and application information, donations, APF elections, to confirm a request you have made of APF, to send you notice of upcoming payments that are due, to send you information about changes to our products and services or to send notices and other disclosures as required by law. Account holders cannot opt-out of these communications since they are necessary to

keep you informed of specific information regarding your account and actions related thereto.

APF provides you the opportunity to exercise an opt-out choice if you do not want to receive other types of communications from us, such as messages or updates from us regarding new services and products offered on APF Digital Assets or if you do not want us to share your Personal Data with third parties. For emails, you may opt-out by clicking on the "unsubscribe" link within the text of an email. We will process your request to unsubscribe as soon as possible, but please be aware that in some circumstances you may receive a few more messages until the unsubscribe is processed. If you have elected to receive notices to your mobile device via text message, you may opt-out by replying "STOP" to such mobile message. You may receive a confirmatory text message in response to your "STOP" request and you hereby consent to receipt of such confirmation.

## **9.7. Your Choices & APF Obligations Regarding Data Retention**

We keep your Data for as long as you hold a Foundation account, or as long as your relationship with APF Digital Assets continues, as required by law, or until consent is revoked. This includes Data you or others provided to us and Data obtained from your use of APF Digital Assets. There may be some instances where we retain Non-Personal Data in a de-identified or aggregated form. We will not delete historical Data that references your service to APF in governance. We will not delete any comments or posts you have made on any of APF's social media accounts or on any other of APF's Digital Assets. Your Data may continue to be accessed by others until they refresh their cache.

## **9.8. Your Privacy Rights**

- Delete Data: You can ask us to erase or delete all or some of Your Data (for example if you delete your account) and we will work hard to honor all requests in a timely manner. In some instances, we may not be able to delete your Personal Data in order to comply with applicable laws (for example, it is necessary to keep the financial records of a transaction with you).
- Change or Correct Data: You are primarily responsible for updating or correcting Your Data through your APF account. You can also ask us to change, update or fix your data in certain cases, particularly if it is inaccurate.
- Object to, or Limit or Restrict, Use of Data: You can ask us to stop using all or some of Your Data. We rely on the processing of personal information that you have provided. If you revoke your consent for the processing of personal information, then we may no longer be able to provide you services. In some cases, we may limit or deny your request to revoke consent if the law permits or requires us to do so, or if we are unable to adequately verify your identity.
- Resignation/Account Closure: We will keep some of Your Data even after you close your APF account in order to fulfill any final service requests. Please note that we will retain Your Data even after you have closed your APF account if reasonably necessary to comply with our legal obligations (including law enforcement requests), meet regulatory requirements, resolve disputes, maintain security, prevent fraud and abuse, enforce our User Agreement, or fulfill your request to "unsubscribe" from further

messages from us. We will retain de-identified Data after your account has been closed.

- Your Data may continue to be accessed by others until they refresh their cache.
- We will not delete historical Data that references your service to APF. We will not delete any comments or posts you have made on any of APF's social media accounts or on any other of APF's Digital Assets.

## **9.9. How We Respond to Do Not Track Signals**

The "Do Not Track" ("DNT") privacy preference is an option that may be made in some web browsers allowing you to opt-out of tracking by websites and online services. At this time, global standard DNT technology is not yet finalized and not all browsers support DNT. We therefore do not recognize DNT signals and do not respond to them.

## **9.10. Children's Privacy (COPPA)**

APF Digital Assets are not directed to or intended for individuals under the age of 16 and our policy is to not knowingly collect personal data from children under the age of 13, nor to sell personal data of individuals under the age of 16. We do not knowingly collect Personal Data from children under 16. If we become aware that a child under the age of 16 has provided us with Personal Data, we will take steps to delete such information. If personal information is collected relating to children under the age of thirteen, it is collected from parents or other authorized adults. If in the future, we collect personally identifiable information from children, we will do so in compliance with the Children's Online Privacy Protection Act of 1998 (15 U.S.C. 6501 et seq.).

In the course of any direct or indirect reorganization process including, but not limited to, mergers, acquisitions, divestitures, bankruptcies, and sales of all or a part of our assets, you grant us the right to share, transfer, or assign the Data collected via APF Digital Assets following completion of such transaction and/or during the assessment process pending transfer. If transferred in such a case, your Data would remain subject to this Privacy Policy or a policy that, at a minimum, protects your privacy to an equal degree as this Privacy Policy.

## **9.11. Contacting APF**

Users may contact APF through email at [foundation@ampsychfdn.org](mailto:foundation@ampsychfdn.org) from anywhere. You may also mail us directly: American Psychological Foundation, 1250 Connecticut Avenue NW, Suite 700, PMB 7089, Washington, DC 20036.

## **9.12. Consent to Transfer**

If you are visiting APF Digital Assets from a location outside of the U.S., your connection may be through and to servers located in the U.S. Any information you provide during your visit will be processed and maintained on our server and other internal systems located within the U.S. The U.S. may not have the same data protection laws as the country you are visiting from and may not afford many of the rights conferred upon data subjects in your country. You acknowledge you understand that by providing your Personal Data to us, your Personal Data (i) will be used for the uses identified above in accordance with this Privacy Policy, and (ii) may be transferred to the U.S. as indicated above, in accordance with applicable law.

When APF collects information in one country, and transfers it to another, to the extent possible it applies the same level of data protection required under the laws in the first country even when the data is in the second country. In particular, users in the European Union should be aware that while the European Commission has not found United States law to adequately protect the rights of data subjects, APF takes reasonable precautions to ensure that all processing activities conducted on our behalf are compliant with the European Union General Data Protection Regulation.

### **9.13. European Union User Consent**

For Users of this website located in the European Union (“EU”), APF follows the Google EU User Consent Policy found at [this link](#).

By voluntarily using this website, EU Users consent to APF’s data collection, sharing, and usage as described above.

### **9.14. European Data Subjects (GDPR)**

This section applies if you are an EU data subject (for these purposes, reference to the EU also includes the European Economic Area (“EEA”) countries of Iceland, Liechtenstein, Norway, the United Kingdom and, where applicable, Switzerland).

APF is the data controller for processing Personal Data provided to us through APF Digital Assets. Our registered office is 1250 Connecticut Avenue NW, Suite 700, PMB 7089, Washington, DC 20036.

We collect and use Personal Data when we have a lawful basis to do so, as follows:

- At your direction and with your consent.
- To fulfill contracts we might have with you.
- For public interest.
- For vital interests.
- For other legitimate business purposes.
- To comply with a legal obligation.

We will only use your Personal Data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose.

If there is any change in the purposes for which we collect your Personal Data, we will inform you of such change. If you wish to obtain an explanation as to how the processing for the new purpose is compatible with the original purposes, please contact us through the contact details provided at the top of this Privacy Policy. If we need to use your Personal Data for an unrelated purpose, we will notify you and will explain the legal basis which allows us to do so.

Subject to applicable law, you have the following rights in relation to your Personal Data:

- Right of access: If you ask us, we will confirm whether we are processing your Personal Data and, if so, provide you with a copy of that Personal Data (along with certain other details). If you require additional copies, we may need to charge a reasonable fee.

- Right to rectification: If your Personal Data is inaccurate or incomplete, you are entitled to have it rectified or completed. If we have shared your Personal Data with others, we will tell them about the rectification where possible. If you ask us, where possible and lawful to do so, we will also tell you with whom we shared your Personal Data so that you can contact them directly.
- Right to erasure: You may ask us to delete or remove your Personal Data and we will do so in some circumstances, such as where we no longer need it (we may not delete your data when other interests outweigh your right to deletion). If we have shared your data with others, we will tell them about the erasure where possible. If you ask us, where possible and lawful to do so, we will also tell you with whom we shared your Personal Data so that you can contact them directly.
- Right to restrict processing: You may ask us to restrict or ‘block’ the processing of your Personal Data in certain circumstances, such as where you contest the accuracy of that Personal Data or object to us processing it. We will tell you before we lift any restriction on processing. If we have shared your Personal Data with others, we will tell them about the restriction where possible. If you ask us, where possible and lawful to do so, we will also tell you with whom we shared your Personal Data so that you can contact them directly.
- Right to data portability: You have the right to obtain your Personal Data from us that you consented to give us or that is necessary to perform a contract with you. We will give you your Personal Data in a structured, commonly used and machine-readable format. You may reuse it elsewhere.
- Right to object: You may ask us at any time to stop processing your Personal Data, and we will do so: If we are relying on a legitimate interest to process your Personal Data — unless we demonstrate compelling legitimate grounds for the processing; or if we are processing your Personal Data for direct marketing.
- Rights in relation to automated decision-making and profiling: You have the right to be free from decisions based solely on automated processing of your Personal Data, including profiling, unless such profiling is necessary for entering into, or the performance of, a contract between you and us. APF does not make decisions based solely on automated processing.
- Right to withdraw consent: If we rely on your consent to process your Personal Data, you have the right to withdraw that consent at any time.
- Right to anonymity: You have the right to request anonymity. This means that your Personal Data will not be collected or processed. If you choose to exercise this right, we may not be able to provide you with your requested goods or services.
- Right to lodge a complaint with the data protection authority: If you have a concern about our privacy practices, including the way we have handled your Personal Data, you can report it to the data protection authority that is authorized to hear those concerns. If you are resident in the EEA, you can find details of your local supervisory authority: [https://www.edpb.europa.eu/about-edpb/about-edpb/members\\_en](https://www.edpb.europa.eu/about-edpb/about-edpb/members_en). If you are resident in the UK, the appropriate supervisory authority is the Information Commissioner’s Office, which you can contact at [www.ico.org.uk/makeacomplaint](http://www.ico.org.uk/makeacomplaint).

## **9.15. How We Protect Your Personal Data**

We maintain reasonable risk-based physical, technical, and administrative safeguards to protect against unauthorized and accidental disclosure, use, alteration, or destruction of personal data in our possession, and to maintain the confidentiality, integrity, availability, and resilience of our systems, data, and services. We restrict access to Personal Data to those individuals and third parties that need to know the information to accomplish the business purposes described in this Privacy Policy. We are committed to taking appropriate measures to enforce compliance with this Privacy Policy. In addition, we comply with applicable law for protecting Personal Data.

We provide reasonable security controls to protect electronic Data that we receive from you against foreseeable hazards, such as data encryption at rest and data encryption in transit. Please note that no data transmission over the Internet can be guaranteed to be 100% secure. In addition, use of email to transmit Data is insecure and violates APF policy. Consequently, we cannot ensure or warrant the security of any information you transmit to us and you understand that any information that you transfer to us is done at your own risk. If we learn of a security breach we may attempt to notify you electronically so that you can take appropriate protective steps. By using the APF Digital Assets or providing information to us, you agree that we can communicate with you electronically regarding security, privacy and administrative issues relating to your use of the APF Digital Assets. We may post a notice via our APF Digital Assets if a security breach occurs. We may also send an email to you at the email address you have provided to us in these circumstances. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

## **9.16. Governing Law**

This Policy will be governed and construed in accordance with the laws of the District of Columbia, without giving effect to any principles of conflict of law. The exclusive venue for any mediation, arbitration, or court proceeding based on or arising out of this Privacy Policy will be in the state and federal courts located in the District of Columbia and you hereby consent and submit to the venue and jurisdiction of such courts for the purposes of such action.

## **9.17. Changes in Our Privacy Policy**

APF reserves the right to make changes to our Privacy Policy at any time and for any reason without prior notice. Any changes to our Privacy Policy will be posted on this page and other places we deem appropriate so that you are always aware of our policies. If we make a material change to this Privacy Policy, we will notify you by prominently posting the changes on our APF Digital Assets or by using the contact information you have on file with us.

In addition, we will update the “last updated” date below.

LAST UPDATED: MAY 10, 2024

# **10. Media Relations Policy**

## **10.1. Purpose**

To provide guidelines for interacting with the media, issuing press releases, and managing public statements for the American Psychological Foundation. The

policy aims to ensure consistent and effective communication while protecting the reputation and mission of the Foundation.

## **10.2. Spokesperson Designation**

- The American Psychological Foundation shall designate a spokesperson or a team of spokespersons responsible for interacting with the media.
- Only designated spokespersons are authorized to speak on behalf of the Foundation.
- The spokespersons should possess strong communication skills, media training, and a deep understanding of the Foundation's mission, values, and programs.

## **10.3. Media Interaction**

- All media inquiries should be directed to the designated spokesperson(s).
- In case of an unexpected media inquiry, employees should inform the designated spokesperson(s) immediately and refrain from making any statements.
- Employees should not provide any confidential or sensitive information to the media without prior approval from the spokesperson(s).

## **10.4. Press Releases**

- Press releases should be approved by the designated spokesperson(s) and the executive management team before dissemination.
- Press releases should adhere to the Foundation's brand guidelines and clearly convey accurate and relevant information.
- The designated spokesperson(s) shall be responsible for drafting and issuing press releases.
- Press releases should be reviewed for accuracy and clarity and include relevant contact information for media follow-up.

## **10.5. Media Interview**

- Media interviews should be coordinated and scheduled by the designated spokesperson(s).
- Spokespersons should be adequately prepared for interviews, including anticipating potential questions and key messages to convey.
- In the case of a sensitive or complex issue, the spokesperson(s) may seek guidance from the executive management team or the board or trustees before conducting an interview.

## **10.6. Social Media & Online Platforms**

- All social media accounts, official websites, and online platforms representing the Foundation should be managed by authorized personnel.
- Content posted on social media platforms should align with the Foundation's mission, values, and policies.

## **10.7. Crisis Communication**

- The designated spokesperson(s) shall lead the Foundation's communication during a crisis or emergency situation.
- A crisis communication plan should be developed, outlining procedures and key messages for addressing various crisis scenarios.
- The spokesperson(s) should maintain open lines of communication with the media, providing timely and accurate information to manage the crisis effectively.

## 10.8. Monitoring & Evaluation

- The Foundation should establish a system to monitor media coverage and evaluate the effectiveness of media relations efforts.
- This media relations policy should be reviewed periodically to ensure its relevance and effectiveness. Any updates or revisions should be communicated to all relevant personnel.
- By adhering to this Media Relations Policy, the American Psychological Foundation aims to maintain transparent, consistent, and effective communication with the media, promoting the Foundation's mission, and protecting its reputation.

## 11. APF Logo Usage Policy

This policy provides our requirements regarding use of the logotypes of the American Psychological Foundation (hereinafter "APF ") available for download from the APF website (or any other trademarks, logos, service marks, trade dress, slogans, copyrighted designs or other brand features of APF obtained from the website) ("Logos").

As the need to address future branding concerns arises, we may cancel, modify, or change the terms of this policy from time to time without notice to you. You, as a Logo user ("you"), are responsible for complying with any modified terms, so please review this policy and become familiar with any modifications we publish.

The Logos are the sole and exclusive property of APF and its affiliates. Your use of any Logo implies acceptance of, and agreement with, the terms of this policy. If you do not accept and agree to follow the rules for using the Logos as set out in this policy, you do not have the right to use the Logos and may not use them. Any use of the Logos that does not comply with this policy is not authorized. If you violate the rules set out in this policy, you must cease all use of all Logos, regardless of the uses otherwise allowed in this policy. In addition, APF reserves the right to revoke its approval of your use of the logos at any time.

Permission is granted to you to use the Logos only on the following conditions:

### Rules for Using the Logos

You must comply with all of the following rules when using a Logo:

- Logos may only be used in marketing or other publicity materials for the benefit of APF with the permission of APF.
- Logos may not be used in any confusing way.
- No Logo may be used in any way that suggests that APF is affiliated with, sponsors, approves or endorses you, your organization, your websites, your products or your services, unless such a relationship exists.

- No Logo may be used in any way that mischaracterizes any relationship between you and APF
- Vendors may not use the Logos to advertise APF or its businesses as clients on vendor websites and promotional pieces without our written permission.
- All APF Logos are distinctive, designed pieces of graphic artwork. The following usage guidelines must be followed:
  - Do not modify or alter the Logos.
  - Do not change scale, skew or rotate any Logo.
  - Do not change the design of any Logo.
  - Do not change or vary the colors of any Logo.
  - Avoid screening Logos to less than 100%.
  - Do not shrink any Logo to less than 1" in height.
  - Do not combine a Logo with any other design, trademark, graphic, text or other element, including your name, any trademarks or any generic terms.
  - No other design, trademark, text, graphic or other element may be placed closer to a Logo than the height of the tallest letter in the Logo.
  - Logos may only be placed on solid backgrounds (preferably bright white), and not over an image or pattern, and no artistic effects (such as drop shadows) may be applied.
- No Logo may be used or displayed in any of the following ways:
  - in any manner that, in the sole discretion of APF, discredits APF or tarnishes its reputation and goodwill;
  - in any manner that infringes, dilutes, depreciates the value, or impairs the rights of APF in the Logos;
  - in any manner that is false or misleading;
  - in connection with any pornography, illegal activities, or other materials that are defamatory, libelous, obscene, or otherwise objectionable;
  - in any manner that violates the trademark, copyright or any other intellectual property rights of others;
  - in any manner that violates any law, regulations, or other public policy; or
  - as part of a name of a product or service of a company other than APF.
- Written materials, such as web pages, must be marked to indicate that the Logos used are owned by APF or its affiliates (for example by using a statement such as, 'the APF logo is a registered trademark of APF').
- All goodwill generated by the use of any Logo inures to the benefit of APF.
- You may not assert rights to any Logo anywhere in the world whether by trademark registration, domain name registration or anything else.
- You must, upon request from APF, provide samples of any materials that include the Logos for purposes of determining compliance with this policy.
- You must make any changes to your use of the Logos that are requested by APF.
- Your download and use of the Logos is subject to the APF Site Terms.

Business partners who have agreements with APF must comply with the terms of their agreement in addition to this policy.

If you'd like to make any use of our Logos that is not covered by this policy, or for further information or clarification about use of the Logos, please contact [communications@ampsychfdn.org](mailto:communications@ampsychfdn.org).

## **12. Events & Meetings Policy**

### **12.1. Registrations**

Unless otherwise advertised or communicated, advance registration for APF events is required and may be subject to ticket fees and capacity constraints. For invitation-only events, the invitations are considered non-transferable. APF will clearly communicate the registration/attendance process and any associated constraints or fees when listing events in a public format.

### **12.2. Refunds**

All event-related sales are non-refundable. APF will clearly communicate via event advertisements and communications that refunds for cancellations or inability to attend will not be granted. If the event is rescheduled, all purchases will be honored for the next event date. If the event is canceled, all purchases will be refunded in full.

### **12.3. Cancellation**

In the event that APF cancels an event the President and Events Committee will determine one of the following courses of action and clearly communicate the decision to all currently registered parties:

- Registration/Ticket Fees will be returned to the registrants. Communications to registrants will include the expected refund time frame and method.
- Registration/Ticket Fees will be considered an undesignated contribution. The financial services team will transfer any funds held in deferred revenue for the event into the general fund.
- Registration/Ticket Fees will be held in a fund pending the rescheduling of the event and/or a new event for which they can be applied.

Note: in some cases, APF may decide to offer attendees the choice between the first two options above.

### **12.4. Decorum**

APF will clearly convey any dress code requirements to attendees in the communications and advertising related to the event.

In the event that an attendee's dress, behavior, or language are deemed inappropriate, a representative of the APF Events Committee will attempt to remedy the situation by escorting the individual to a private area of the event or away from the event entirely. If there is any concern for the safety of an individual or the venue, an APF committee or team member should contact the authorities immediately.

### **12.5. Accessibility**

The Americans with Disabilities Act (ADA) § 36.203(a) states that a public accommodation shall afford goods, services, facilities, privileges, advantages, and accommodations to an individual with a disability in the most integrated setting appropriate to the needs of the individual.

All advertising, invitations, and brochures for an APF event should have an access statement that describes the level of accessibility at an event and includes multiple forms of contact, such as:

*If you are an individual with a disability and need a reasonable accommodation to attend, please contact (name, phone number, email).*

When planning for accessibility at an event, APF will refer to the [following ADA guidelines](#) and select venues and vendors who are most able to provide services within these guidelines.

## 12.6. Video & Photo Release

APF will clearly communicate the potential use of photos, video and audio recordings to prospective attendees during the registration process for the event. For events where there is no registration required, this will be communicated in the advertising of the event. The following language will be provided to attendees:

*APF regularly records programs and special events. By confirming your participation in the event as a speaker, panelist, presenter, award recipient, honoree, or guest, you acknowledge that APF may record, livestream, and/or share the content publicly during and following the event. You also acknowledge that APF and its designees will maintain the rights to include your image, likeness, voice, actions, and statements, or other documents or information in any live or recorded audio, video, film, webinar, stream, or other transmission, exhibition, simulcast, or reproduction made of, or at, the program in any medium or context for any purpose, including commercial or promotional purposes, without further authorization or otherwise.*

## 12.7. Recording & Photography (By Attendees)

APF reserves the right to (1) restrict or prohibit audio or video recording, streaming or transmission of an event or the taking of photographs, and (2) remove anyone conducting unauthorized recording or photography, particularly at private or “off the record” events. For those events at which recording will be limited or prohibited, advance notice will be given to attendees.

## 12.8. Liability

The Events Committee will work with the President to evaluate the need for special liability coverage for events. For events where the venue does not provide liability coverage for bar service, APF will secure a separate liability policy if alcohol is to be served.

## 12.9. Health & Safety

APF will abide by all state and federal laws regarding event safety requirements. In the event of a COVID-19 or socially transferable illness breakout, APF will follow CDC and WHO guidelines and publish the following guidance for event attendees:

*APF seeks to minimize the risk of infection exposure, specifically COVID-19 and its variants, by establishing health and safety protocols. These health and safety protocols may be modified at any time by APF based on its professional judgment about how best to protect the health and safety of event participants. Such changes will consider CDC and WHO guidance, emerging scientific*

evidence, and existing event rules and APF policy. APF's health and safety protocols will be based on federal, state, and local regulations, but APF will set its own protocols based on the aforementioned input. APF strongly encourages COVID vaccination and boosters, as vaccines are proven to prevent the threat of critical illness. APF also strongly encourages attendees to get an annual flu shot to further reduce the threat of illness.

## **13. Emergency Leadership Transition Plan**

### **13.1. Purpose**

The purpose of this Emergency Leadership Transition Plan is to provide guidance and procedures for addressing sudden leadership changes within the American Psychological Foundation should the CED abruptly resign, be terminated, or be otherwise unable to lead the Foundation. The goal is to ensure that this staff and Board are able to continue the daily tasks that keep the Foundation running, provide a plan for interim management, and address the vacancy leadership moving forward.

### **13.2. Key Roles & Responsibilities**

- Board of Directors
  - Appoint an interim leader or acting CEO if necessary.
  - Oversee the transition process.
  - Ensure transparency and accountability.
- Staff
  - Understand their roles during a leadership transition.
  - Provide support and continuity of operations.

### **13.3. Succession Planning**

- Identify Potential Successors.
  - Maintain a list of potential internal and external candidates for leadership roles.
  - Develop leadership skills within the Foundation.
- Leadership Development
  - Provide ongoing training and mentorship to potential successors.
  - Document critical job functions and responsibilities.

### **13.4. Emergency Notification Procedures**

- Establish a clear process for notifying the board and staff of a leadership transition.
  - Designate a point of contact
  - Define communication channels and methods.

### **13.5. Interim Leadership**

- Identify Criteria – Define the qualifications and characteristics required for the interim leader.
- Appointing the Interim Leader – The Board has the authority to appoint the interim leader.
- Search for permanent replacement must begin within three months of resignation or loss of CEO.

## **13.6. Communication Plan**

If the CEO resigns or is unable to lead the Foundation, the board chair shall be notified. The chair shall notify all board members and discuss next steps.

Subsequent communication including the circumstances and plan of action for transitional leadership shall be sent as follows:

- Internal Communication
  - Notify staff and volunteers promptly.
  - Provide reassurance and support to maintain morale.
  - Share information on how operations will continue.
- External Communication
  - Notify key stakeholders, including donors, partners, and the public.
  - Maintain transparency and convey confidence in the Foundation's stability.

## **13.7. Finances & Resource Management**

- Ensure access to financial accounts and resources, including bank accounts, investments, payroll process, and other business functions
- Provide critical information and contact lists to the board chair, including upcoming deadlines on important activities, such as a deadline for filing the IRS Form 990.
- Remove the outgoing CEO's access to financial and other platforms and accounts. If it is a contentious parting, assess any materials the CEO may have belonging to the Foundation and develop a plan on how to get them back, including keys, credit cards, passwords, computers, etc.
- Set limits on spending and financial authority during the transition.
- Maintain appropriate financial controls.

## **13.8. Document Retention**

Maintain a secure and organized repository of essential documents related to the leadership transition plan.

## **13.9. Transition Timeline**

Create a timeline for the transition process, including key milestones and deadlines.

## **13.10. Executive Search**

While interim management is in place, the board will develop a plan to hire the next executive leader. This may include the creation of a search committee and/or working with an executive search consultant.

## **13.11. Evaluation & Continual Improvement**

- Post-transition Evaluation – Conduct a post-transition review to identify lessons learned and areas for improvement.
- Update the Plan – Regularly review and update the plan to reflect changes in the Foundation and best practices.

# **14. Volunteer Policies & Procedures**

## **14.1. Introduction**

Welcome to the American Psychological Foundation (APF). This handbook is intended to help clarify the policies and procedures for APF volunteers.

## **14.2. About the Foundation**

APF provides financial support for innovative research and programs that enhance the power of psychology to elevate the human condition and advance human potential both now and for generations to come.

APF funds the work of graduate students and early career psychologists whose goal is to discover solutions to some of society's most pressing problems.

## **14.3. Purpose of Volunteer Policies**

These policies are written to provide overall guidance and direction to staff and volunteers engaged in volunteer involvement and management efforts. These policies do not constitute, either implicitly or explicitly, a binding contractual or personnel agreement. APF reserves the exclusive right to change any of these policies at any time and to expect adherence to the changed policy. Changes to or exceptions from these policies may only be granted by the CEO and must be obtained in advance and in writing. Areas not specifically covered by these policies shall be determined by the CEO.

## **14.4. Definition of "Volunteer"**

A "volunteer" is anyone who, without compensation or expectation of compensation beyond reimbursement, performs a task at the direction of and on behalf of the organization. A "volunteer" must be officially accepted and enrolled by APF prior to performance of the task. Unless specifically stated, volunteers shall not be considered as "employees" of the organization.

## **14.5. Volunteer Standards & Policies**

Volunteers represent a valuable resource for APF, its staff, and its clients. Volunteers should be given meaningful assignments and effective direction and be recognized for work done. In return, volunteers should actively perform their duties to the best of their abilities, volunteer at their assigned times, and remain loyal to the mission and procedures of APF.

## **14.6. Volunteer Assignments**

Volunteers should have clear, complete, and current descriptions of the duties and responsibilities of the assignment.

## **14.7. Recruitment of Minors**

Volunteers who have not reached 18 years of age must present a written consent of a parent or guardian to Volunteer Services prior to volunteering. The volunteer assignment for a minor should be in a non-hazardous environment and should comply with all appropriate requirements of child labor laws.

## **14.8. Interviewing**

Prior to being assigned, all regular volunteers should be interviewed to ascertain their suitability for and interest in that assignment. The interview should

determine the qualifications of the volunteer and their commitment to fulfill the requirements of the assignment; and it should answer any questions that the volunteer has about the assignment.

#### **14.9. Training**

Volunteers should receive guidance/training by their volunteer supervisor to provide them with the information on 1) knowledge and skills necessary to perform their volunteer assignment, 2) the operation of the program encompassing their volunteer activity, and 3) the purpose and requirements of the assignment. The timing and methods for delivery of such training should be appropriate to the complexity and demands of the assignment and the capabilities of the volunteer.

#### **14.10. Attendance Policy**

If expecting to be absent from a scheduled duty, volunteers should inform their staff supervisor as far in advance as possible so that alternative arrangements can be made. Continual absenteeism may result in a review of the volunteer's work assignment or term of service and could result in ending the volunteer's relationship with the institution.

#### **14.11. Conflict of Interest**

A "Conflict of Interest" arises when a person in a position of authority in an organization, such as a director, officer, expert volunteer or key staff member, may benefit personally from a decision they could make. Volunteers must disclose any conflict of interest to the Director in charge in order to make sure a Disclosure form is completed and to make sure the conflict will not interfere with the volunteer's work.

#### **14.12. Confidentiality**

Volunteers are responsible for maintaining the confidentiality of all proprietary or privileged information to which they are exposed while serving as a volunteer, whether this information involves a single staff, volunteer, grantee, or other person or involves overall Foundation business. Failure to maintain confidentiality will result in termination of the volunteer's relationship with the agency or other corrective action.

#### **14.13. Political & Civic Activities**

APF recognizes the right of every staff member and volunteer to participate in political and civic activity. However, all such activity must be conducted on the volunteer's own time and without the use of APF's name or materials unless specific approval has been granted by the CEO and/or the executive board members. As a general rule, all political and civic activities should be conducted outside of volunteer assignment. A volunteer may not display or distribute political or civic materials on APF property or at a location where APF is conducting business.

#### **14.14. Volunteer Records**

Volunteer records are kept for each volunteer. Your volunteer record contains your application, a copy of your ID and any information we may have about your volunteer hours at APF.

## **14.15. Equal Employment Policy**

It is the policy of APF to provide equal opportunity to all qualified persons and not discriminate against any volunteer or applicant from volunteering because of race, color, religion, sex, age, national origin, veteran status, disability or any other protected status.

## **14.16. Sexual Harassment**

APF does not tolerate sexual harassment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission of such conduct is made either explicitly or implicitly a term or condition of a volunteer's placement; or
- Submission to or rejection of such conduct by a volunteer is used as the basis for volunteer placement; or
- Such conduct has the purpose or effect of unreasonably interfering with a volunteer's work performance or creating an intimidating, hostile, or offensive work environment.

If a volunteer feels harassed or offended by another staff member or volunteer, a supervisory or management person, a customer/patron, or any other person whom they encounter in the course of volunteer placement, whether the opposite sex or same sex, and does not want to deal with the problem directly, the volunteer should contact their supervisor, volunteer manager, or the CEO.

## **14.17. General Harassment**

APF believes that every volunteer has the right to work in an environment free from harassment and will not tolerate harassment based on race, color, creed, religion, national origin, sex, sexual preference or orientation, disability, age, marital status, or status with regard to public assistance.

General Harassment includes unwelcome verbal or physical conduct that denigrates or shows hostility or aversion toward a volunteer because of their status in relationship to a class defined above when such conduct:

- Has the purpose or effect of creating an intimidating, hostile, or offensive work environment;
- Has the purpose or effect of unreasonably interfering with a volunteer's work performance;
- Otherwise adversely affects the volunteer placement; and
- The supervisor knows or should know of the existence of harassment and fails to take timely and appropriate action.

General harassment does not include negative effects a volunteer may experience as a result of actions taken by a supervisor that are within the scope of the supervisor's responsibilities and would be considered reasonable and appropriate actions.

## **14.18. Zero Tolerance of Violence**

APF will not tolerate violence on or around its premises either by or against staff members, volunteers, or members of the public. Volunteers are expected to treat other human beings with respect and dignity.

Any incident of violence should be reported promptly to the appropriate supervisor, volunteer manager, and/or the CEO:

- Violence includes, but is not limited to, verbal or physical intimidation, contact, or threats.
- Reported incidents are subject to investigation or corrective action.

Any volunteer who does not comply with this policy may be subject to discipline, up to and including dismissal.

#### **14.19. Drug & Alcohol Policy**

APF realizes that the misuse of drugs and alcohol impairs employees and volunteer's judgment and productivity. Drug and alcohol problems result in unsafe working conditions for all employees, volunteers and customers. APF is committed to maintaining a productive, safe, and healthy work environment, free of unauthorized drug and alcohol use.

Any employee or volunteer involved in the unlawful use, sale, manufacturing, dispensing and possession of controlled substances, illicit drugs and alcohol in APF premises or work sites, or working under the influence of such substances, will be subject to disciplinary action up to and including dismissal and referral for prosecution.

#### **14.20. Dismissal of a Volunteer**

Volunteers who do not adhere to the rules and procedures of APF or who fail to satisfactorily perform their volunteer assignment are subject to dismissal. Possible grounds for dismissal may include, but are not limited to, the following: gross misconduct or insubordination, theft of property or misuse of the organization's materials, abuse or mistreatment of clients, staff or other volunteers, failure to abide by APF's policies and procedures, and failure to satisfactorily perform assigned duties.

#### **14.21. Volunteer Policies & Procedures Acknowledgement**

I understand that the working conditions, policies, and procedures described in this handbook are confidential and may not be distributed in any way nor discussed with anyone who is not an employee of APF Inc.

I acknowledge that I have received a copy of APF Inc., Volunteer Policies and Procedures dated: \_\_\_\_.

I have read and understand the contents of this handbook and will act in accord with these policies and procedures as a condition of volunteering with APF.

I have read and understand the Code of Conduct expected by APF Inc., and I agree to act in accord with the Code of Conduct as a condition of my employment by APF.

I understand that if I have questions or concerns at any time about the handbook or the Standards of Conduct, I will consult my immediate supervisor or the CEO.

Volunteer Signature: \_\_\_\_\_

Volunteer Name (Please Print): \_\_\_\_\_

Date: \_\_\_\_\_

## **15. Legal Counsel**

All APF gift agreements are reviewed by the APF General Counsel's office. APF encourages donors to seek their own legal counsel or tax advisors.

## **16. Revisions to Policies**

These policies have been reviewed and approved by APF's Board of Trustees and any changes require approval by the Board of Trustees.

The Board of Trustees may authorize departures from the policies in particular circumstances, as it deems necessary or appropriate.

These Guidelines for Accepting Gifts were approved by APF Board of Trustees in November 2023.