



Policy Manual

Revised: June 2018

Academy of Nutrition and Dietetics Foundation
General Policies and Procedures
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Introduction

The Board of Directors of the Academy of Nutrition and Dietetics Foundation develops and maintains policies of the Academy Foundation.

Consistent with written policies, the Academy Foundation staff, in consultation with the Academy Chief Executive Officer, develops procedures for all policies and submits them to the Academy Foundation Board of Directors for approval.

The Academy Foundation, through the memorandum of understanding with the Academy, adheres to all policies developed by the Academy as long as they do not jeopardize the Academy Foundation's independence or its 501c(3) tax status. All policies that have a financial impact for the Academy Foundation must be approved by the Academy Foundation Board of Directors and all Academy policies are reviewed and adapted annually. All updated Academy and Academy Foundation policies are located on the shared drive at the Academy (*s:Academy Policies and Procedures*). All Academy Foundation policies also are found on the Academy Foundation website. Policies and procedures are periodically reviewed, preferably yearly, by the Academy Foundation Board of Directors.

The Academy Foundation Policy Manual will be distributed to:

Academy of Nutrition and Dietetics Foundation Board of Directors
Academy of Nutrition and Dietetics, Board of Directors
Academy Nominating Committee
Academy of Nutrition and Dietetics, Chief Executive Officer
Academy of Nutrition and Dietetics, Chief Financial Officer

The Academy Foundation Board Manual also will be posted on the Academy Foundation website.

Academy Foundation Bylaws

Article I. Industry Status

Section 1. Not-for-Profit. The Academy of Nutrition and Dietetics Foundation shall be registered as a not-for-profit corporation under the General Not-for-Profit Corporation Act of the State of Illinois (the Act) and such other laws and regulations as required by any government body. The Academy Foundation shall exist as tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code.

Article II. Members

The Academy Foundation shall have no members.

Article III. Board of Directors

Section 1. General Powers. The affairs of the Academy Foundation shall be managed by, or under the direction of, its Board of Directors.

Section 2. Number. The number of directors shall be no fewer than twelve (12) and up to fifteen (15).

Section 3. Qualifications and Composition. The Board of Directors shall consist of:

1. Academy President-elect
2. Academy Treasurer
3. Student member
4. The Chief Executive Officer of the Academy of Nutrition and Dietetics shall serve as an ex-officio, non-voting member of the Board of Directors for the duration of term as Chief Executive Officer of the Academy.
5. Director who is a good standing member of the Academy and has been practicing less than 5 years
6. Director who is a good standing member of the Academy
7. Director who is a good standing member of the Academy
8. Director who is a good standing member of the Academy
9. Director who is a good standing member of the Academy
10. Director who is a good standing member of the Academy
11. Public Director as defined by a representative of a donor or other member of the public
12. Director who is a good standing member of the Academy, but highly encourage Public Director as defined by a representative of a donor or other member of the public

Optional:

13. – 15. Directors who are either good standing members of the Academy or Public Directors as defined by a representative of a donor or other member of the public

Section 4. Duties and Responsibilities. The members of the Board of Directors shall support the mission and goals of the Academy Foundation by attending and participating in meetings of the Academy Foundation, supporting and participating in Foundation activities, exercising fiduciary responsibility in oversight of the Academy Foundation's finances and making a financial contribution to the Academy Foundation.

Section 5. Terms of Office. Directors shall serve three year terms and may be elected for a second term. The person elected as a Student Member will serve a one year term and may be elected to a second one year term. A Director who was elected to fill an unexpired term of less than one year may be re-elected to two additional three-year terms. If the unexpired term of office was longer than one year, he or she may only be elected to one additional three year term. The seat of the Academy President-elect and Academy Treasurer shall be for a one-year term. The Academy President-Elect and Academy Treasurer are eligible to serve as directors following their term on the Academy Foundation Board of Directors and after they have fulfilled their elected positions on the Academy Board of Directors. Terms shall commence at the beginning of the Fiscal Year except in the case of an unexpired term. Upon completion of the Academy Foundation Chair's term as Chair, she/he will automatically be appointed for one additional year to fulfill the role of immediate Past Chair.

With the exception of the Academy President-elect or the Academy Treasurer, Directors/Officers should not hold an Academy of Nutrition and Dietetics, Commission on Dietetics Registration, Accreditation Council for Education in Nutrition and Dietetics or an Academy of Nutrition and Dietetics Politic Action Committee office until the completion of their term. They may run for one of these offices in their final term year since the elected position would begin the following fiscal year.

Section 6. Regular Meetings. There shall be no fewer than four (4) regular meetings/calls of the Board of Directors each fiscal year, the time and place of which shall be set by the Chair with input from the Academy Foundation Board. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings. Additional Meetings can be conducted either in person, conference call or other means permitted by applicable law as part of the General Not-for-Profit Corporation Act of the State of Illinois.

Section 7. Special Meetings. The Chair or 2/3 or more directors may call a special meeting of the Board of Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place and time for the meeting.

Section 8. Notice. Written notice of any special meeting shall be given at least five (5) days previous thereto to each director, except that no special meeting of directors may remove a director unless written notice of the proposed removal is delivered to each director at least twenty (20) days prior to such meeting. The business to be transacted at, and the purpose of, any special meeting of the Board of Directors shall be specified in the notice or waiver of notice of such meeting.

Section 9. Quorum. A majority of the number of directors fixed by these bylaws shall constitute a quorum for transaction of business at any meeting of the Board of Directors, provided that if less than a majority of such number of directors are present at said meeting, a majority of the directors present may adjourn the meeting at any time without further notice.

Section 10. Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute, these bylaws, or the articles of incorporation.

Section 11. Vacancies. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of directors shall be filled by the Board of Directors. Any vacancy shall be filled at such time as an individual becomes qualified to serve on the Board of Directors.

Section 12. Resignation and Removal of Directors. A director may resign at any time upon written notice to the Board of Directors. With the exception of the Academy President-elect, Academy Treasure or Chief Executive Officer, a director may be removed with or without cause in accordance with the General Not-for-Profit Corporation Act of the State of Illinois.

Section 13. Compensation. No director shall receive any payment for services as director, except that a director may be reimbursed for reasonable expenses incurred in connection with his or her service as a director. This section shall not preclude any director from serving the Academy Foundation or Academy in any other capacity and receiving compensation.

Section 14. Interested Directors. A director who is directly or indirectly a party to a transaction with the Academy Foundation shall disclose the material facts of the transaction and his or her interest in or relationship to such transaction to the Board of Directors and to any committee, task force or work group of the Board considering such transaction prior to any action by the Board or such committee, task force or work group to authorize, approve or ratify such transaction. A director is indirectly a party to a transaction if the director has a material financial interest or is an officer, director, or general partner in an entity which is a party to the transaction.

Section 15. Vote by Mail and/or Email. In the case that a vote by mail or email is needed for approval of an issue at a time other than a meeting of the Board of Directors, a unanimous vote by all voting members of the Board of Directors is required by the state of Illinois. If the vote is not unanimous, a conference call will take place in order to deliberate the issue.

Article IV. Task Force or Work Groups and Committees

Section 1. Task Forces or Work Groups. Task forces or work groups not having and exercising the authority of the Board of Directors in the Academy Foundation may be designated or created by the Board of Directors and shall consist of such persons as the Board of Directors designates. A task force or work group may or may not have directors as members. The task force or work group may not act on behalf of the Academy Foundation or bind it to any actions, but may make recommendations to the Board of Directors or to the officers of the Academy Foundation.

Section 2. Nominating Committee. A Nominating Committee shall exist whose purpose and function shall be to nominate officers for the Academy Foundation Board of Directors. The composition, procedures of the committee and the nomination process for Board vacancies shall be established by the Board of Directors. The Academy Foundation Nominating Committee consists of the Immediate Past Chair, a Past Academy Foundation Board Member and one additional Academy Member, including, but not limited to, a donor, past Academy Nominating Committee Member or past Academy Foundation Board Member. The Immediate Past-Chair shall serve as the Chair of the Nominating Committee.

Section 3. Finance Committee. A Finance Committee shall exist whose purpose and function shall be to monitor the financial status of the organization, including reviewing monthly financial statements, reviewing investment portfolio performance and reviewing the annual audit. The Finance Committee shall be composed of: the Financial Officer (Academy Treasurer), the Chair, the Chair-Elect, with the Academy Foundation Senior Director, Executive Director and Academy Chief Financial Officer. If Chair-elect position is vacant, another Director of the Board should be appointed.

Section 4. Scholarship Committee. A Scholarship Committee shall exist whose purpose and function shall be to review and score applications for Academy Foundation scholarships to determine recipients. The Scholarship Committee shall be appointed by the Chair. A committee chair is appointed each year from among the members who are serving on the committee.

Section 5. Awards Committees. A committee shall exist for each named award and research grants whose purpose and function shall be to review applications for Academy Foundation awards and research grants and determine recipients. Each committee is composed of Academy members who have expertise or experience in the topic addressed by the award and will be appointed by the Chair.

Article V. Officers

Section 1. Officers. The officers of the Academy Foundation shall be Chair, Chair-elect, Past-Chair, Secretary and Financial Officer, who shall be the Academy Treasurer.

Section 2. Qualifications. The offices of Chair, Chair-elect and Secretary shall be filled by a current director, or by an individual who has previously served as a director of the Academy Foundation and shall be elected by the Board of Directors. The office of Financial Officer shall be held by the individual holding the office of Academy Treasurer.

Section 3. Terms of Office. The Chair, Chair-elect and Secretary shall each serve one (1) year terms. The Secretary may be elected to no more than two (2) consecutive terms. The Chair may be elected to a second term only when the position of Chair-elect has been vacated or when recommended by the Nominating Committee, and approved by the Academy Foundation Board. A Chair-elect who is required to fill out the term of a Chair who fails to complete their term of office shall continue to serve as Chair for the subsequent term. The Financial Officer (Academy Treasurer) shall serve as long as he or she remains the Treasurer of Academy. The Past-Chair shall serve as a voting member for a one (1) year term immediately following his or her term as Chair, except in years when a Chair serves a second term. In those cases, the Past-Chair will serve a second term. All officers will take office at the beginning of the Fiscal Year following their election or appointment.

Section 4. Chair. Shall:

- 4.01** Serve as chief elected officer of the Academy Foundation;
- 4.02** Serve as a member of the Academy Board of Directors and member of the Academy Finance and Audit Committee if so provided for in the Academy bylaws;
- 4.03** Chair meetings of the Board of Directors;
- 4.04** Represent the Academy Foundation in all ceremonies and protocol functions, as appropriate, serving as its primary spokesperson, or designate others to do so;
- 4.05** Perform duties and assume responsibilities as directed by the Board of Directors.

4.06 Serve on the Academy Foundation Finance Committee

Section 5. Chair-elect. Shall:

5.01 Support the Chair in leading the Academy Foundation towards its strategic direction;

5.02 Perform duties and assume responsibilities of the Academy Foundation in the Chair's absence or if the Chair is unable to perform the functions and duties of the office.

5.03 Be nominated to ascend to the position of Chair upon the completion of his or her term.

5.04 Serve on the Academy Foundation Finance Committee

Section 6. Past-Chair. Shall:

6.01 Serve as Past-Chair at the end of term as Chair;

6.02 Support the Chair in leading the Academy Foundation toward its strategic direction;

6.03 Serve a second term as Past-Chair in years that the Chair serves a second term.

6.04 Serve as Chair of the Academy Foundation Nominating Committee

Section 7. Secretary. Shall:

7.01 Ensure that obligations to donors with respect to donated funds and criteria governing them are carried out

7.02 Review minutes prior to distribution.

Section 8. Financial Officer (Academy Treasurer). Shall:

8.01 Have charge and custody of all funds and securities of the Academy Foundation;

8.02 Ensure that complete and accurate financial records are kept and audited annually;

8.03 Advise and present to the Academy Foundation Board of Directors the annual budget; make a quarterly review of the revenue and expenses and compare same with the budget;

8.04 Report the financial status of the Academy Foundation and the Foundation Finance Committee to the Academy and Academy Foundation Boards of Directors and the Academy membership;

- 8.05** Be responsible, through cooperation with the Secretary, for maintenance and development of financial policies and procedures necessary for the conduct of the Academy Foundation's business
- 8.06** Have other powers and functions usually vested in the office of Financial Officer (Academy Treasurer);
- 8.07** Ensure that all legal and tax matters of the Academy Foundation are completed as required by law and these bylaws;
- 8.08** Perform duties and assume responsibilities as directed by the Academy Foundation Board of Directors.

Section 9. Chief Executive Officer. Shall:

- 9.01** Serve as an official spokesperson for the Academy Foundation with guidance from the Academy Foundation Board of Directors;
- 9.02** Act as the custodian of the industry seal and business records of the Academy Foundation;
- 9.03** Perform duties and assume responsibilities as directed by the Board of Directors.
- 9.04** The Chief Executive Officer shall serve on the Academy Foundation Board of Directors as a non-voting member.

Section 10. Vacancies. A vacancy occurring in any Officer position may be filled by the Board of Directors from among their members or from former Academy Foundation Board Members, except that the Board may elect not to do so on the basis of the time remaining on the term of the vacated position.

Section 11. Compensation/Reimbursement.

- 11.01** No officer shall receive any payment for services as an officer, except that an officer may be reimbursed for reasonable expenses incurred in connection with his or her service as an officer.

Article VI. Elections

Section 1. Board of Directors.

- 1.01** Other than the President-elect, Academy Treasurer and Chief Executive Officer, the Nominating Committee shall prepare a slate containing the names of directors for the Academy Foundation Board of Directors' consideration. Members of the Board are encouraged to nominate members who meet the criteria to serve.

- 1.02 Other than the President-elect, Academy Treasurer and Chief Executive Officer, a majority approval of the slate of candidates by the Academy Foundation Board of Directors shall elect Directors.

Section 2. Officers.

- 2.01 The Nominating Committee shall propose a slate for the positions of Chair, Chair-elect and Secretary from individuals who are currently serving or who have served previously as a director. Unless the position of Chair-elect has been vacated, the Chair-elect shall be nominated to serve as Chair.
- 2.02 A majority approval by the Academy Foundation Board of Directors shall elect Officers.

Article VII. Fiscal Year

The fiscal year of the Academy Foundation shall be consistent with the Academy of Nutrition and Dietetics.

Article VIII. Dissolution

Upon dissolution of the Academy Foundation, the Board of Directors, after paying or making provision for the payment of all liabilities of the Academy Foundation, shall dispose of all the assets of the Academy Foundation exclusively for the stated purpose of the Academy Foundation, in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine.

Article IX. Indemnification and Insurance

Each person who at any time is or shall have been a director, officer, employee or agent of the Academy Foundation, or is or shall have been serving at the request of the Academy Foundation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Academy Foundation in accordance with and to the full extent permitted by the Act as amended from time to time. The foregoing right of indemnification shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any bylaw, agreement, vote of disinterested directors, or otherwise.

If authorized by the Board of Directors, the Academy Foundation may purchase and maintain insurance on behalf of any person to the full extent permitted by the Act as amended from time to time.

Article X. Amendments

The affirmative votes of two-thirds of the Board of Directors voting at a meeting at which a quorum is present shall be required to alter, amend, or repeal these bylaws or adopt new bylaws. Such action may be taken at a regular or special meeting for which written notice of the-proposed amendment shall have been given at least 30 days in advance.

The Academy of Nutrition and Dietetics ("Academy") wishes to avoid possible conflict of interest involving members of an Academy board, committee, task force or workgroup ("Group"), and/or contractors or speakers at Academy events ("Event"), in accordance with the Academy Conflict of Interest Policy currently in effect (pdf). The Board asks for you to continually be cognizant of fiduciary duties to the Academy arising out of positions of confidence within the organization, in accordance with the Academy Conflict of Interest policy in effect. Therefore, please complete the following, either as a member or member under consideration for a Group, consultancy, or speaking engagement. This form will be shared with the chair and/or staff liaison of the relevant Group(s)/Event(s) for their review. The form will be shared with other members at their request. Addressing conflicts of interest is a shared responsibility. If you have concerns that another individual has a conflict influencing the Group(s)/Event(s) please contact the chair or Academy staff. Thank you.

First Name	
Last Name:	
Professional Credentials:	
Address 1:	
Address 2:	
City:	
State:	
ZIP/Postal Code:	
Country:	
Phone:	
Email:	

Please read and check each box:

- I acknowledge that I have been appointed or am being considered to perform certain services for or on behalf of the Academy. Those services require objectivity, credibility, the avoidance of actual or appearance of external influence, and the absence of a conflict with Academy positions, statements, priorities, and Academy-led activities.
- I am aware of the need to disclose any facts or circumstances that might create the appearance of a conflict with these standards.
- I agree to disclose any companies, organizations or enterprises from which I receive compensation or with which I have an ongoing relationship and which are relevant to the Group(s)/Event(s) of which I am a member/participant.
- I understand, and agree to, recuse myself from participating or voting in any Group work/Event where there is a potential for conflict of interest. I understand that I have a responsibility to act in the best interests of the Academy when acting as a member of the Group(s)/Event and to leave my personal interests/agendas aside.
- I understand that if I refuse to complete this form, I will be disqualified or removed from the Group(s)/Event(s).

- I agree that this Disclosure Statement may be made public or shared with any Academy member or interested party.
- I agree to update this form annually as well as within 30 days after I establish any new financial relationships that could represent a potential conflict of interest and within 30 days after I take on new Group/Event roles in the Academy.
- I hereby certify that, to the best of my knowledge, no aspect of my personal or professional circumstances or that of my immediate family, within the last 3 years, places me in the position of having private interest that is in conflict with any material interest of the Academy Group(s)/Event(s) or with my obligations to the Group(s)/Event(s) except for the following:

A. List employment with companies within the last three years (list the most current first):

Company Name:	Your Title:	Start Date:	End Date:

B. Provide the information requested below if applicable within the last three years related to the Academy Group(s)/Event(s) topic:

Type	Explanation
Principal Investigator or Co- Investigator on Grants/Research on the Academy Group(s)/Event(s) topic	
Consultant on Academy Group(s)/Event(s) topic	

Participation in review activities for the Academy Group(s)/Event(s) topic	
Writing or reviewing a manuscript on the Academy or Group(s)/Event(s) topic	
Leadership role or membership in organizations related to the Academy Group(s)/Event(s)	

C. List publications (articles or books) that you have authored or coauthored within the last three years related to the Academy Group(s)/Event(s) topic:

Title of	Date:	Volume/Issue:	Pages:

D. List blogs or other website postings that you have authored or coauthored within the last three years related to the Academy Group(s)/Event(s) topic:

Title:	URL:	Date:	Comments:

E. Indicate sources of income within the last three years related to the Academy Group(s)/Event(s) topic:

Type	None	Money Paid to Your Employer (over \$5,000)	Money Paid to You (over \$5,000)	Money Paid to Your Spouse (over \$5,000)	Payor(s)
Board Membership					
Consultancy					
Expert Testimony					
PI or Co-PI on Grants/Grants Pending					
Lectures Including Service on Speakers Bureau					
Editor, Author, or Co-Author of Book on Topic					
Royalties					
Payment for Development of Educational					
Stock/Stock Options					
Travel, Accommodations, Meeting Expenses					
Other					

e-Signature:

Date:

NON-DISCLOSURE CONFIDENTIALITY AGREEMENT



This Agreement is entered into as of this _____ day of _____, 20____ by and between “Party in which you are entering agreement” (Confidant) and Academy of Nutrition and Dietetics (Company), an Illinois, Not for Profit Corporation with a place of business at 120 S. Riverside Plaza, Suite 2109, Chicago, Illinois 60606.

Company possesses valuable business and technical information including, among other things, concepts, know-how, trade secrets, business forecasts, business and financial plans.

Company desires written assurance that information disclosed in confidence to Confidant will be maintained in confidence and not used against Company’s interests. The term “Confidential Information” used below means all valuable business or technical information Company has that involves any of the matters referred to above, that the Confidant obtains directly or indirectly from Company. Company will disclose, or allow Confidant access to Confidential Information only for the purposes of facilitating Confidant’s providing services to Company. Confidant shall be permitted to use such information as may be necessary or desirable in the course of providing such services.

Confidant agrees, except as may be provided in any future written agreement that may be entered into between Company and Confidant, that Confidant shall:

- (1.) take all such precautions as may be reasonably necessary to prevent the disclosure to any third party of Company’s Confidential Information.
- (2.) not use for Confidant’s own benefit any of Company’s Confidential Information; and
- (3.) to the extent Confidant has not already done so, require its employees, agents, firm and associates to be bound in the same manner.
- (4.) **not disclose any of Company’s Confidential Information received hereunder to any third party and not to use the same, except for the purpose noted above, for a period of five years from the date of disclosure hereunder.**

This agreement shall be governed and construed in accordance with the law of the State of Illinois.

AGREED TO BY: Academy of Nutrition and Dietetics and

Signed

Dated

Copyright Assignment Form



Board, Committee and Task Force Copyright Assignment Form

As a member of a board, committee, task force or like work group of the Academy of Nutrition and Dietetics (Academy) that assists Academy staff members and others in the development, modification and refinement of programs, publications, products, services, procedures, policies and related materials (collectively, the "Intellectual Property"),

I,
_____ hereby assign to the Academy ownership of all of the copyrights (and all rights subsumed thereunder) in and to all of my contributions to the Intellectual Property both those that have been made in the past and those that will be made in the future. In addition, I hereby waive any and all rights of attribution and integrity with respect to the Academy's use of the Contributions.

Signature

Date

Affirmative Action Policy



Current Policy Confirmation: 6/15
Adapted by Academy Foundation 3/16

It is the policy of the Academy Foundation to promote, financially support, implement, monitor and update Affirmative Action practices and procedures in all their aspects. Guided by the principles of equal opportunity, non-discrimination and a comprehensive Affirmative Action program, the Academy and Academy Foundation seek to increase the participation of under-represented groups in the national association, state affiliates professional leadership and staff.

Current Policy Confirmation: 12/15
Adapted by Academy Foundation 3/16

The fundamental role of minutes is to preserve an accurate and official record of the Academy Foundation Board, committee, task force or work group proceedings. They can serve as a reminder of committee, task force or work group decisions, assignments and deadlines. They are also a summary for those members who were not able to attend or for use in sharing activities with key leaders within the Academy (i.e., Speaker, President, etc.) or Academy Foundation.

Minutes are legal documents that are discoverable in the case of legal action, a fact which should be seriously considered when writing and approving minutes. The following information serves as a general guide for minutes from all Academy and Academy Foundation meetings and conference calls.

What to Include:

At a minimum, minutes should include the following:

- Name of the committee, task force or work group
- Location, date and start and end time of meeting
- Type of meeting - regular or special; conference call or face-to-face
- committee, task force or work group members present (in person or by speakerphone) and absent or excused
- Other individuals present during the meeting (i.e., staff and guests)
- Existence of a quorum (minimum number of members entitled to vote that must be present at a meeting before any business can be transacted legally). The Academy and Academy Foundation defines a quorum as a majority of committee, task force or work group members (i.e., more than half).
- A brief description of each agenda item and the action taken by the committee, task force or work group on that item; note any recusals or abstentions (due to Conflicts of Interest); note dissenting votes upon request of the committee, task force or work group member.
- Depending on the nature of the agenda item, include the rationale for the action taken.
- Conflicts of Interest should be noted at the beginning of the meeting.
- A notation about any actions that require follow-up by the committee, task force or work group members or staff

Best Practices

- Make the minutes a summary, not a transcript. The key is finding the right balance between too much content and too little content.
- Minutes should reflect that the committee, task force or work group took reasonable steps to be informed and to consider relevant issues before making a decision. How can this be done?
 - Capture the substance of inquiry and response without taking a “who said what” approach.

- Consider saying things like, “the committee, task force or work group then discussed this matter at length”
- Cite any documents considered by the committee, task force or work group, referring to the title and the date or agenda attachment number. You do not need to repeat in the minutes any information included in attachments/meeting materials.
- Note when an “outside expert” or “knowledgeable expert” participates in the meeting to further explain documents, concepts or information.
- Reflect participation by advisors (legal, financial, or other professionals) and whether the committee, task force or work group relied upon the advisor’s report, advice or opinion.
- Include alternative options considered when making an important decision.
- Summarize major arguments if the group engages in extensive deliberations before taking action.
- Avoid the use of acronyms unless spelled out initially.
- Consider having two staff members take separate minutes and then compare for accuracy.
- Describe votes as either “approved” or “passed”. No abstentions should be noted as a member must vote to support or oppose a motion. We do not utilize abstentions in the work of a committee, task force or work group unless there is a conflict of interest. This can be noted by indicating a member declared a conflict of interest in the discussion and did not cast a vote on the motion. You should not record each member who “moved” and “seconded” items on which action is taken or the specific votes of each member. Upon request a member who disagrees with the outcome of a vote may have his/her name noted in the minutes as a dissenting vote.
- Maintain a neutral, objective tone in recording the results.
- Avoid opinionated/judgmental language, editorials.
- Use unambiguous language.
- Do not attribute remarks or objections to specific individuals unless they have made a specific request to do so. Doing so does not add value to the minutes and potentially could create harm in the future. The same result can be achieved by referencing that “spirited discussion” took place, that “several members expressed their concern,” or similar phrases to reflect the fact that opposition, concern, or skepticism was expressed.
- Note individuals assigned follow-up actions.
- As a litmus test for your minutes, after writing them ask yourself, “How would I feel if these minutes were printed on the front page of The Wall Street Journal?”
- Share the draft minutes with the Academy Foundation Chair and Secretary for their review within 2 weeks of the meeting.
- After their review is completed, share the draft minutes with the full Academy Foundation Board, committee, task force or work group so those who missed the meeting will know actions taken and any follow-up required of them before the next meeting.
- Once minutes are approved, note on the document that it is the “Final” minutes and the date of approval. All draft versions of the minutes should be “destroyed.”

**Current Policy Confirmation: 6/15
Adapted by Academy Foundation 3/16**

Covered Persons

The Academy Foundation will provide a defense for committee, task force or work group members, other volunteers and staff who are sued based on their actions on behalf of the Academy Foundation, provided that such persons acted in good faith within the authority provided them by the Academy Foundation.

Only persons who have been sued as a result of participating in officially approved activities and who have been appointed or assigned to the activities under official Academy Foundation procedures shall be covered by this policy.

Complaints and respondents in ethics proceedings and their witnesses shall not be covered by the policy, provided, however, that if Academy Foundation has upheld the complaint at the conclusion of the ethics process, the complainant and his/her witnesses who are Academy members shall be covered by the policy.

Witnesses who testify on behalf of the Academy Foundation shall be covered by the policy.

Authority of the Board

The Foundation Board of Directors shall have final authority to approve any and all settlement offers.

Procedures

Persons sued as a result of their activity on behalf of Academy Foundation must agree to the following procedures to be covered by the policy.

1. They must provide written notification to the Academy legal counsel, by certified mail, return receipt requested, within five days of receiving notice of the lawsuit that they have been sued and provide a full written record, including a copy of all legal papers and documentation.
2. The Academy Foundation shall have the right to provide the sole and complete defense of the case in the manner it deems most appropriate or to indemnify persons if the Academy Foundation determines that they should provide their own defense.
3. They must agree to cooperate fully with the Academy Foundation in defending the lawsuit.
4. They must agree to any reasonable settlement of the matter acceptable to the Academy Foundation. If they refuse such settlement, the Academy Foundation has the right to settle the case for itself and other defendants and to deny further defense or indemnification to such individuals.

Current Policy Confirmation: 6/15
Adapted by Academy Foundation 3/16

Legal Review

All matters with potential legal ramifications are to be reviewed with Academy legal representatives prior to any action. The Academy Foundation Board shall have the authority to obtain a second opinion when deemed necessary.

Legal Proceedings

All legal and quasi-legal proceedings are to be referred to Academy legal representative review and direction. These proceedings include all local, state and federal judicial and administrative proceedings.

Correspondence

All correspondence containing direct or implied threat of legal action, to or from attorneys, or showing attorneys as recipients of copies are to be reviewed by Academy legal representative. Any correspondence in these categories written on behalf of Academy must be approved in advance by Academy legal representative.

Contracts

The Academy Foundation will adhere to the contract approval process put in place by the Academy.

Opinions

As necessary, the Academy legal representatives may give legal opinions on Academy Foundation matters.

Effective Date: 2/89
Revision Date: 11/14
Approved: 1/10
Review Date: 12/16
Current Policy Confirmation: 2/16
Adapted by Academy Foundation 3/16

POLICY:

Under the direction of the Academy Foundation Finance Committee and the Academy Foundation Board of Directors an annual budget for the Academy of Nutrition and Dietetics Foundation will be developed. The Academy Foundation budget will be prepared based on the Academy Foundation's Strategic Plan (*see Appendix A*). The Academy Foundation financial plans should support the Strategic Framework and maintain financial reserves equal to a minimum of unrestricted **50%** of budgeted annual operating expenses.

PROCEDURES:

- The Academy Foundation budget shall be prepared by the Academy Foundation staff with input from the Academy Finance Department. It is submitted to the Academy Foundation Finance Committee for review and approved by the Foundation Board of Directors.
- The Academy Foundation Board of Directors must approve the budget before it is implemented.
- All budgets will be prepared on a zero based budgeting system with sufficient detail to identify revenue and expenditures by program and project in accordance with the Academy uniform chart of accounts.
- A capital expenditure budget will be included in the annual budget in an amount not to exceed the annual provision for depreciation.
- When planning new projects, the current year and an estimate for 2 subsequent years of the project should be included in the budget request.

The Chief Financial Officer is responsible for monitoring the budget performance and reports to the Academy Foundation Finance Committee no less than on a bi-monthly basis.

- The Academy Foundation Finance Committee will review the financial performance, no less than on a bi-monthly basis and recommend adjustments where applicable. The Academy Foundation Board of Directors reviews the financial performance quarterly and recommends adjustments where applicable.

- The CEO has the authority to modify the budget, up to \$100,000 in total, without Academy Foundation Finance Committee or Academy Foundation Board approval, if the overall impact will not jeopardize the strategic plan and/or have a negative impact on the net income budget of the business.
- Business demands may require a modification to the budget during the fiscal year. Authorization for unbudgeted expense approvals that will impact the respective organization’s ability to meet the budgeted net income targets are as follows:

Level of Adjustment	Required Approval
- Up to \$3,000	Academy Foundation Executive Director
- \$3,001 - \$10,000	Chief Financial Officer
- \$3,001 - \$10,000	Chief Operating Officer
- \$10,001 - \$25,000	Chief Executive Officer
- \$25,001 - \$100,000	Finance and Audit Committee/Academy Foundation Finance Committee
- More than \$100,000	Board of Directors

Level of Adjustment is cumulative for the fiscal year.

- Unbudgeted funding requests that must be forwarded to the Board of Directors should be done solely by the Finance and Audit Committee/Academy Foundation Finance Committee with their recommendation(s). In addition, any funding requests that must be forwarded to the Finance and Audit Committee/ or Academy Foundation Finance Committee should be done solely by the Chief Executive. Officer/Academy Foundation Executive Director. If requests for funding have been forwarded to the Finance and Audit Committee or Academy Foundation Finance Committee or the BOD or the Academy Foundation BOD without the appropriate reviews (CEO and/or Finance and Audit Committee, Academy Foundation Executive Director and/or Academy Foundation Finance Committee) then the request should be returned to the requestor until such approvals as outlined above are undertaken.

The Academy Foundation maintains separate financial reserves based upon criteria specified by the donor. However, in order to reduce complexity and confusion and generate consistency, the Academy Foundation staff and Finance Committee must ensure that the criteria are within specific guidelines. Funds identified as temporarily or Permanently Restricted must be utilized based upon the criteria specified by the originating donors.

Effective Date: 01/00

Revision Date: 04/07

Review Date: 02/12

Current Policy Confirmation: 6/15

Adapted by Academy Foundation 3/16

POLICY:

The purpose of the Academy of Nutrition and Dietetics Foundation, Investment Fund is to provide financial stability for the organization and to grow, on an inflation adjusted basis, its ability to support the programs and objectives of the Academy Foundation

OBJECTIVES:

The investment objectives of the portfolio are to achieve a long-term goal of maximizing returns without exposure to undue risk, as defined herein. It is understood that fluctuating rates of return are characteristic of the securities markets. The primary concern should be long-term appreciation of the assets and consistency of total return. Recognizing that short-term market fluctuations may cause variations in performance, the portfolio is expected to achieve the following objectives over three and five year moving time periods:

1. The Fund's total expected return will exceed the increase in the Consumer Price Index by 3.75% annually. On a quarter to quarter basis, the actual returns will fluctuate and can be expected to exceed the target about half the time.
2. The Fund's total expected return will exceed the increase in the 90 day Treasury Bill Index by a minimum of 3.0% annually. On a quarter to quarter basis, the actual returns will fluctuate and can be expected to exceed the target about half the time.
3. The Fund's total expected return should exceed a composite return of market indices representing 58% stocks, 38% bonds and 4.0% cash equivalents.
4. Although the Fund's performance will be evaluated against market benchmarks, the investment strategy also should include Academy budget and financial needs, especially in times of market and/or organization stress. During these times, absolute returns may take priority over relative ones.

PROCEDURES:

The investment policies and restrictions presented in this statement serve as a framework to achieve the investment objectives at the level of risk deemed acceptable by the Academy Foundation Finance Committee. These policies and restrictions are designed to minimize interference with efforts to attain overall objectives and to minimize the probability of excluding appropriate investment opportunities, with the following considerations:

- Academy investment funds will be managed on a "pooled basis" and will include General Fund, CDR, DPG's, MIGs and affiliate funds which have been deposited

with the Academy. Investments for the Academy Foundation will be managed in a separate fund following the same guidelines as the Academy fund.

- The investment advisor will be kept informed of the Academy's and Academy Foundation's mission and principles. Even though the investment advisor has the authority to make all investments he/she deems necessary to maximize the returns, he/she should use the mission and principles as a guiding principle for all investments.
- The Foundation Board of Directors will review the performance of the investment advisor annually, or sooner if the situation warrants. If applicable, a RFP should be developed and distributed for the sole intent of replacing the investment advisor.
- Every five (5) years, or sooner if the situation warrants, the appropriateness of an RFP for the management of the investment funds should be considered part of a routine investment review.

PROHIBITED INVESTMENTS

The investment advisor will have discretionary authority to select securities, but direct investment in the following investments and investment activities is prohibited:

1. Private placements;
2. Letter stock;
3. Derivatives;
4. Commodities or commodity contracts;
5. Short sales; and,
6. Margin transactions.

A pooled investment fund or mutual fund which includes the above noted investments can be used, subject to a 5% maximum of total value of Academy Foundation investments. Not one of the times listed above can be more than 1% of the total Academy Foundation portfolio.

DIVERSIFICATION

Individual stocks are subject to maximum 3% commitment at cost or 5% commitment of the asset class market value for an individual security and 25% for a particular industry or sector.

Individual bonds not guaranteed by the U.S. Government, its agencies or instrumentalities are subject to a maximum 5% commitment of the asset class at cost.

TARGET ASSET ALLOCATION

The Fund shall be comprised of the asset classes listed in the table below. The target weight is the desired weight for each asset class. The minimum weights and maximum weights are to allow for normal market fluctuations. It shall be the responsibility of the investment advisor, with oversight by the Chief Financial Officer, to remain within the range specified for each asset class.

In the event that the investment advisor feels it is necessary to move outside of the specified ranges, he may do so only upon written approval of the Chief Financial Officer. The Chief Financial Officer, in turn, must notify the Academy Foundation Finance Committee, in writing, of the intent to make this modification.

<u>ASSET CLASS</u>	<u>MINIMUM WEIGHT</u>	<u>TARGET WEIGHT</u>	<u>MAXIMUM WEIGHT</u>
EQUITY	45%	58%	65%
FIXED INCOME (over 1 year maturity)	30%	40%	60%

EQUITIES

The equity asset classes should be maintained at risk levels roughly equivalent to the sectors of the market represented. Mutual funds and exchange traded funds conforming to the policy guidelines may be used to implement the investment program. Equity classes allowed include:

1. U.S. Large Capitalization Stocks:
 - U.S. based companies having capitalization over \$10 billion.
2. U.S. Smaller Capitalization Stocks:
 - U.S. based companies having a market capitalization between \$300 million and \$10 billion.
3. International Stocks:
 - Stocks of non-U.S. based companies, American Depository Receipts and Exchange Traded Funds.
4. The overall market capitalization of the Equity portfolio should average at least 65% of the average capitalization of the S&P 500 Index.
5. The international stock commitment should be 10% of total equity investments at maximum.

FIXED INCOME

Investments in fixed income securities will be managed actively to pursue opportunities presented by changes in interest rates, credit ratings and maturity premiums. Mutual funds conforming to the policy guidelines may be used to implement the investment program. Fixed income investments may include securities issued by the U.S. Government, its agencies and U.S. or foreign corporations. Bonds should be rated as BAA or higher investment grade by rating services. If an existing bond holding drops below investment grade, the investment advisor should discuss with the Chief Financial Officer.

The fixed income portfolio should be managed to have a duration ranging from 75% to 125% of the Barclays Aggregate Index.

REPORTING

The investment advisor should prepare and present reports of performance and guideline compliance for the Academy Foundation Finance Committee and the Academy Foundation Board quarterly. Similar reports will be provided to Academy staff quarterly.

The investment advisor should prepare and present reports of fund performance to the Chief Financial Officer on a monthly basis.

Effective Date: 2/91
Revision Date: 2/12
Current Policy Confirmation: 6/15
Adapted by Academy Foundation 3/16

POLICY:

This policy ensures that the Academy of Nutrition and Dietetics Foundation financials are reviewed, on an annual basis, by an independent certified public accounting firm.

PROCEDURES:

- The management of the audit for the Academy and its related organizations, as defined above, will be performed by the Academy staff.
- The audit specifications shall include a management letter to the Academy Board of Directors and the Academy Foundation Board of Directions regarding internal financial operations and controls and recommendations for improvement, where applicable.
- The performance of the CPA firm will be evaluated by the Chief Financial Officer in conjunction with the Academy Foundation Finance Committee.
- Every five (5) years, or sooner if the situation warrants a RFP for the management of the Academy Foundation's audit needs will be developed and distributed for the sole intent of retaining or replacing the CPA firm..
- The Academy Foundation will have the right to request a separate and independent audit at their own expense and in conjunction with the Chief Financial Officer.

Effective Date: 8/02
Revision Date: 11/14
Review Date: 11/16
Current Policy Confirmation: 2/16
Adapted by Academy Foundation 3/16

POLICY: Purchasing Requisitions, Purchase Orders, Contracts

All requests for purchases (including contracts) initiated for the Academy Foundation by staff or volunteers, except those cases listed below, must follow specific purchasing procedures. Goods or services exceeding \$500.00 require a purchase order. The purpose of the purchase order is to authorize the procurement of goods and services, prior to purchasing those goods and services, rather than the payment of goods and services already received. The use of purchase orders provides:

1. Written documentation of all terms of the purchase contract provided to the vendor.
2. Confirmation to accept delivery of merchandise or verification that service has been rendered.
3. Confirmation that invoices are legitimate.

PROCEDURES

To obtain a purchase order, an on-line purchase requisition must be generated by the individual or team responsible for the budgeted expense of each purchase and forward to the Purchasing Manager.

Once the Purchasing Manager receives the electronic purchase requisition, they will:

- Obtain competitive bids (see below).
- Review bids with requestor.
- Determine vendor selection.
- Return to requestor, if additional approval is required.
- Once the purchase requisition is approved, the Purchasing Manager will generate a purchase order
- If the vendor requires Academy Foundation to sign a contract, a contract approval form will be required (*see Appendix B*).
- If the purchase requisition is for an independent contractor or consultant, a special agreement is also required.
- The Chief Financial Officer will sign the purchase order.
- The purchase order will be distributed to the:
 - Vendor
 - Originator
 - Receiving party

Competitive Bids

Competitive bids must be obtained by the Purchasing Manager or by the requesting area, in conjunction with the Purchasing Manager, for all products or services in excess of \$1,000 before initiation of a purchase order. Any exceptions must be submitted in writing and approved by the Chief Financial Officer.

Approval of Purchase Requisitions

After bids are obtained, purchase requisitions must be approved on-line according to the following schedule:

Budgeted Expenses

<u>Purchase Amount</u>	<u>Required Approval</u>
\$501 - \$5,000	Team Director
\$5,001 - \$25,000	Academy Foundation Executive Director
\$25,001 - \$100,000	Chief Financial Officer
\$25,001 - \$100,000	Chief Operating Officer
\$100,001 - \$200,000	CEO
More than \$200,000	Academy Foundation Board of Directors

Any exceptions to the above authorization levels require written approval from the Chief Financial Officer.

Unbudgeted Expenses

<u>Purchase Amount</u>	<u>Required Approval</u>
Up - \$10,000	Academy Foundation Executive Director
More than \$10,000	Academy Foundation Board of Directors

An unbudgeted expense is when no funds were ever budgeted for a specific line item, or when the budgeted funds are already consumed or allocated. The amount authorized is the cumulative total for the fiscal year. Please note, transferring funds from other line items is not allowed.

Addendums

A purchase order is a legal agreement between Academy Foundation and the vendor. It is therefore necessary that any dollar revision to the original agreement exceeding \$500 be reflected in a revision to the original purchase order through an addendum. It is critical that vendors be instructed to inform Academy Foundation of any additional charges as they occur so that an addendum to the purchase order can be created. The procedure to create an addendum is identical to that of a purchase order, identifying the original purchase order number in the 1st line of description.

Purchases Not Subject to Purchase Requisition

1. Any business related purchase or an addendum to an existing Purchase Order under \$500.
 - Forward the invoice to the Accounting team with the appropriate project code and signature for approval as defined in the Approval of Purchase Requisitions section above.

2. Company travel, lodging and subsistence.
 - Record the business expense on an Academy Foundation expense form and forward it to the Accounting team, along with the appropriate back up, project code and signature for approval as defined in the Approval of Purchase Requisitions section above.
3. Seminar fees, membership, professional publications, subscriptions.
 - Forward the invoice to the Accounting team with the appropriate project code and signature for approval as defined in the Approval of Purchase Requisitions section above. Individuals may not approve their own membership or seminar fees.
4. Prepaid postage and honorariums.
 - Fill out a check request and forward it to the Accounting team with the appropriate project code and signature for approval as defined in the Approval of Purchase Requisitions section above. These items are subject to budget limitations.
5. Office supplies purchased from the Academy Foundation approved supplier.
 - Fill out an Academy Foundation supply request form and forward to the Purchasing Manager with the appropriate project code and signature for approval as defined in the Approval of Purchase Requisitions section above.
 - Upon receipt of the invoice, forward to the Accounting team with the appropriate project code and signature for approval as defined in the Approval of Purchase Requisitions section above.
6. High volume copying under \$500.
 - Fill out an Academy Foundation duplication form and forward, with the copy job, to Document Technologies located in the mailroom.
 - Upon receipt of the invoice, review and approve and forward to the Accounting team for payment.

Contracts

Some purchases/vendors may require a contract in addition to a purchase order. If so, the contract will be referenced in the Purchase Order. Before the Purchase Order is issued, the requestor must obtain approval of the contract with the use of a "Contract Approval Form". The Contract Approval Form must be approved based on the levels indicated in the Purchasing Policy after all the approvals have been obtained, the contract will be signed (based on the Purchasing Policy limits) and forwarded to the Purchasing Manager for processing. Examples are, but not limited to, lease agreements, meeting commitments, industry contracts, public relation services, search firms, trade publication royalties, Academy Journal, etc. Procedures for using an Independent Contractor or former Academy employee are identified below.

Legal Review

All new contracts should be reviewed by Chief Financial Officer before being signed. The Chief Financial Officer will provide new contracts to outside legal counsel where appropriate. If the current approved contract forms are being utilized, this step will not be necessary. The Chief Financial Officer is responsible for the current standard contract form. No outside legal counsel should be entertained without the approval of the Chief Financial Officer.

Independent Contractors

All contracts for the services of an Independent Contractor or former Academy Foundation employee would require the same approvals as stated above and the approval of the "Independent Contractors Agreement" (*see Appendix C*), which serves as the contract. The "Contract Approval Form" is again approved, based on the Purchasing Policy's limits. The classification of an independent contractor or employee relationship with the Academy Foundation defined by IRS guidelines and regulations. To ensure that the IRS rules are met, all independent contractor agreements must be reviewed by the Director or HR prior to being signed and prior to the start of any work performed. This would include any agreements or contracts with former Academy employees.

After all the approvals have been obtained, the "Independent Contractor Agreement" will be signed based on the Purchasing Policy limits and forwarded to the Purchasing Manager for processing.

Former Employees as Independent Contracts

Only employees who have left Academy Foundation voluntarily or due to a reorganization/layoff and have left in good standing will be considered for work as an independent contractor. Supervisors considering a contract with a former employee must check with the Director of Human Resources before a contract is signed and work begins.

Records Retention

Effective Date: February 2003
Current Policy Confirmation: 6/15
Adapted by Academy Foundation 3/16

C=CEO

F=Academy Foundation

G=General Counsel (or equivalent)

D=Chief Financial Officer

X=Appropriate Team or Group

TYPE OF RECORD	RETENTION PERIOD	STORAGE RESPONSIBILITY
Accounts Payable Ledgers and Schedules	At least 7 years	D
Accounts Receivable Ledgers and Schedules	At least 7 years	D
ADAPAC Reports	At least 3 years	X (Policy, Initiatives & Advocacy)
Annual Reports	Permanently	C&X (Marketing & Communication)
Articles of Incorporation	Permanently	G
Audit Reports	Permanently	D
Bank Statements/ Reconciliations	At least 7 years	D
Bylaws	Permanently	G
Budgets	At least 7 years	D
Capital Stock and Bond Records	Permanently	D
Cash Books	Permanently	D
Charts of Accounts	Permanently	D
Checks, Cancelled	At least 7 years	D
Contracts	At least 10 years after the contract has expired if greater than or equal to \$50,000 or a work for hire	C&G (Appropriate Team)
Contracts: Sponsorships	10 years post exp	X (Marketing & Communication)
Fact Sheets	10 years post exp	X (Marketing & Communication)
Industry Projects – Consumer Ed.	10 years post exp	X (Marketing & Communication)
Vendors (Consultants, Researchers, Etc.)	7 years post exp	X (Marketing & Communication)
DPG Contracts	2 years post exp	X (Practice Team)

Contracts, Federal	All hiring and employee records if greater than 150 employees or federal contracts valued at \$150,000 or more - retain for at least 2 years	C&G
	If less than 150 employees and federal contracts under \$150,000 - retain for at least 1 year	C&G
Copyright Registrations/Assignments	Permanently	G
Deeds	Permanently	D&G
Depreciations Records and Schedules	At least 7 years	D
Donor Records	At least 7 years	D&F
EEO-1 Reports	At least 1 year; if the reports relate to a charge of discrimination, retain until <u>final</u> disposition of the charge	X (Human Resources)
Employee Expense Reports	At least 3 years	D
Employee Retirement Income Security Act Plan Documents/Contribution Reports	Permanently	X (Human Resources)
Employment Tax Records	Employment tax records, including each employee's Social Security number, pay, dates of payment, taxes withheld (including FUTA and FICA taxes) - retain for at least 6 years	D
Employment Verification - Form I-9 and Related Documents	The Employment Eligibility Verification Form I-9 (and related documents) required under the federal Immigration Reform and Control Act (IRCA) - retain for at least 3 years from the date of hire or one year from the date of termination, <u>whichever is later</u>	X (Human Resources)
Ethics Complaints & Case Records	At least 5 years	X (Governance Team)
Expense Analyses and Schedules	At least 7 years	D
Family and Medical Leave Act Documents	Employee records of FMLA, leaves taken and general/specific notices given to employees regarding FMLA leaves - retain for at least 3 years	X (Human Resources)
Financial Statements, Audited	Permanently	D
Garnishments	At least 7 years	D
General Ledgers	Permanently	D
Insurance Policies/Claims/Reports	At least 1 year following the expiration of the time allowed for making claims under the policy; if the policies and related documents are the subject of litigation,	D&G Health insurance policies, workers comp policies and

	retain until <u>final</u> disposition of the litigation	claims should be retained by Human Resources if not the subject of litigation, by General Counsel if they involve litigation.
Inventories, Records of	At least 7 years	D
Invoices (both received by & issued by the Academy and Academy Foundation)	At least 7 years	D
Leases	At least 10 years after the lease has expired	D&G
Legal Correspondence/ Litigation Files	Permanently	G
Lobbying Documents	Previous and current session of Congress	X (Policy, Initiatives & Advocacy)
Membership Records	At least 3 years	X (Membership)
Minutes (BOD, Academy Foundation, & HOD)	Permanently	X (Strategic Management/Governance) & F
Minutes (Committees, Task Forces and Work groups)	LPPC and ADAPAC permanently Committees, Task Forces and Work Groups at least 2 years	X (Policy, Initiatives & Advocacy)
Mortgages	Permanently	D&G
Patent Materials	Permanently	G
Pension/401k Plan Materials	Permanently	X (Human Resources)
Petty Cash Records	At least 7 years	D
Personnel Records	General personnel records - including application forms (even if not hired), resumes (even if not hired), promotion and discharge papers, tests, physical exams, etc. - retain for at least 1 year. For ex-employees, current general information - name, address, date of birth, Social Security number, occupation, pay rates and earnings - retain for at least 3 years. If a charge of discrimination is filed with the Equal Employment Opportunity Commission or any other body - retain personnel records until <u>final</u> disposition of the charge	X (Human Resources) X (Human Resources) X (Human Resources) & G
Planned Giving Documents	Permanently	F
Polygraph Tests	At least 3 years	X (Human Resources)

Property Appraisals	Permanently	D&G
Property Records	Permanently	D&G
Purchase Orders	At least 10 years	D
Registration Eligibility and Related Records	At least 5 years	X (CDR)
Real Estate Contracts/ Closing Documents	Permanently	D&G
Releases	At least 10 years	X (Appropriate Team)
Sales Orders (for ADA products)	At least 1 year	X (Member Service Center)
Savings Bond Registration Records of Employees	Permanently	X (Human Resources)
Scrap and Salvage Records	At least 7 years	D
Tax Correspondence	Permanently	D
Tax Returns and Worksheets	Permanently	D
Trademark Registrations/ Assignments	Permanently	G
Unemployment Insurance	At least 5 years	X (Human Resources)
Wage and Hour Materials	Payroll records, certificates, agreements, plans, notices, time cards, work-time schedules, wage rate tables, etc. - retain for at least 3 years	D
Workers' Compensation and OSHA Materials	OSHA Form 200 (Log and Summary) and the supplementary record OSHA No. 101 and/or Workers' Compensation Form 45 - retain for at least 5 calendar years following the end of the year to which they relate. Employee medical records if exposed to hazardous materials, employee hepatitis B vaccination status - retain for length of employment plus <u>30</u> (thirty) years	X (Human Resources) X (Human Resources)
Electronic records Electronic records refers to all electronic communications such as, but not limited to, the following: <ul style="list-style-type: none"> - E-mails - Word processing documents - Spreadsheets - Databases 	Since these documents may be of various natures, they should be destroyed after completion or after the expiration of the retention period authorized and identified above, whichever is later.	X

Current Policy Confirmation: 6/15
Adapted by Academy Foundation 3/16

It shall be the policy of the Academy Foundation that all persons signing the name of another shall obtain advance written authorization to:

- ❖ Sign on behalf of the other person, or
- ❖ Use a signature stamp or electronic signature

Authorization is given to expedite written responses, directions, decisions and other communications. Individuals should expressly authorize others to sign for them on a one-time or ongoing basis to protect the Academy Foundation.

Current Policy Confirmation: 12/15
Adapted by Academy Foundation 3/16

The Academy Foundation will adhere to the policy set forth by the Academy of Nutrition and Dietetics as stated in the Academy Style and Grammar Guide developed and updated March 2018 by the Strategic Communications Team. The guidelines are based on the Associated Press Stylebook (2016 ed. and <https://www.apstylebook.com/online/>). It is intended as a guide to common Academy style and grammar situations, not as a comprehensive list of all possible issues.

Meetings of the Academy Foundation Board of Directors and its committees may be audited by any member of the Academy or any contributor to the Foundation. Academy Foundation calls and meeting dates and times will be posted to the Academy Foundation website.

Guidelines for Attendance of Auditor

- Attendance at any meeting is subject to space availability.
- The member or contributor wishing to audit a Board or committee meeting must notify the Academy Foundation Board Chair or the Chairman of the Committee at least one week prior to the meeting.
- Permission for an auditing member to speak requires consent of two thirds of the members of the Board or Committee present at the meeting.
- Members auditing a meeting will not be permitted to attend executive sessions of the Board or Committee.

Access to Academy Foundation Actions

Upon written request, the Academy Foundation will provide any person with a prompt explanation of the rationale and background for any action taken by the Academy Foundation Board of Directors.

Definition

Motions take a position or prescribe an action on an issue. They are official actions of an organization and are included in the minutes, a permanent record. They must be easily understood now and in the future.

Form

All motions made at the Academy Foundation meetings shall:

- Be concise and specific
- Be stated in the affirmative; and
- Use action verbs

Motions are appropriate only if action is taken. They should rarely include conditions. If more information is necessary, action should be deferred or delegated as appropriate.

How people voted should not be noted in the minutes and abstentions from voting are not considered best practice unless it relates to a conflict of interest. A conflict of interest is considered an abstention.

The number of dissensions should be noted, but not the individual's name, unless requested by the individual

Vote-by-Mail/E-Mail-Motions

When a matter arises requiring Board action prior to the next formal Board meeting, a vote-by-mail procedure is acceptable. A vote by mail should only occur when it is a time-sensitive matter that requires attention before a regularly scheduled face-to-face meeting or conference call. In the case that a vote by mail or email is needed for approval of an issue at a time other than a meeting of the Board of Directors, a unanimous vote by all voting members of the Board of Directors is required by the state of Illinois. A vote-by-mail motion is sent to all Board members asking for return ballots (by mail, fax, or email) within 5 working days. Vote-by-mail motions are handled as regular motions and become part of the Foundation's permanent record. If the vote is not unanimous, a conference call will take place in order to deliberate the issue.

Procedure:

1. The Chair-elect should approve the form of all motions.
2. The Chair-elect may request that appropriate staff assist in drafting motions.

The purpose of the Academy of Nutrition and Dietetics Foundation Board selection process is to identify board members who will effectively, efficiently and enthusiastically raise money to support the mission, vision and principles of the Foundation.

Each year, the Academy Foundation Nominating Committee will identify individuals who have the necessary characteristics to advance the Academy Foundation as a governing, fundraising and grant making entity. The number one criterion given strong consideration is an individual's ability to raise money and to personally support the Academy Foundation financially. The gap analysis will also serve as a supporting document in the identification of candidates.

The Nominating Committee should enlist the support of both the Academy and Academy Foundation Boards and others to provide names of prospective candidates. Nominations should indicate qualifications for the position.

Identification of candidates

The Academy Foundation Nominating Committee will meet during the third quarter of each fiscal year. Their charge will be to:

- Identify a pool of candidates based on giving history, giving capacity analytics and past involvement with the Foundation.
- Prioritize candidates who have:
 - Access to major gift donors
 - Connections to industry and other funding sources
 - Positions of influence related to Academy Foundation priorities
 - Diverse range of volunteer expertise
 - Past experience on Academy Foundation or other charitable organizations' Boards
 - Prior fundraising and development experience
- Interview potential candidates to gauge interest, assess capacity and comfort in asking others for money.
- Recommend Officer Positions.

Nominating Committee

The Academy Foundation Nominating Committee consists of the Immediate Past-Chair, a Past Academy Foundation Board Member and one additional Academy Member, including, but not limited to, a major donor, past Academy Nominating Committee Member or past Academy Foundation Board Member. The Academy Foundation Executive Director and Senior Director serve as the staff liaisons to this committee. The Immediate Past-Chair serves as the Chair of the Nominating Committee.

Approval of Candidates During its spring Board call/meeting, the Academy Foundation Board will review the Nominating Committee recommendations, along with Officer Positions. Information regarding how the nominees meet the qualifications should be presented, along with the needs assessment grid indicating how the nominees fit within the Academy Foundation Board. The

Academy Foundation Board is to accept by consensus or majority, or oppose the nominees brought forth by the Nominating Committee. The Nominating Committee may choose not to fill all positions, but must have the minimum number as per the bylaws, which would provide the option to identify additional candidates as they emerge throughout the year.

Other Opportunities

The Academy Foundation will keep a list of potential candidates for future consideration that will be provided to the following year's Nominating Committee. Alternative opportunities for getting these individuals involved will be identified.

The Academy of Nutrition and Dietetics Foundation is the only charitable organization devoted exclusively to providing a public benefit through nutrition and dietetics. Affiliated with the Academy of Nutrition and Dietetics, the Foundation is an independent 501c3 public charity and is funded by grants, donations and sponsorships, not member dues. The success and impact of its programs and services can be attributed to the generous support of its donors and sponsors.

The Foundation has a long history of support from the food industry and industry foundations. The Foundation was originally established to meet the philanthropic needs of Academy members and to support much needed scholarships for dietetics students. One of the Foundation's earliest campaigns was an all industry supported scholarship effort.

The Foundation's vision is a world where all people thrive through the transformative power of food and nutrition. Focusing on four key initiatives – scholarships, awards, food and nutrition research and public education – the Foundation is dedicated to its mission to, through philanthropy, empower current and future food and nutrition practitioners to optimize global health. Through its core principles, the Foundation supports:

- *Integration* of research, professional development and practice to stimulate innovation and discovery
- *Collaborations* to solve the greatest food and nutrition challenges now and in the future
- *System-wide impact* throughout the food, well-being and health care sectors
- *Elimination* of all forms of malnutrition globally
- *Expansion* of workforce capacity, capability and the contribution of food and nutrition practitioners
- *Accountability* through transparency and fiduciary responsibility

In its relations with industry donors and sponsors, the Academy Foundation is mindful of the need to avoid a perception of conflict of interest and to act at all times in ways that will only enhance the credibility and professional recognition of the Foundation in its role as a public charity. The Academy Foundation's procedures and formal agreements with external organizations are designed to prevent any undue influence particularly where there is a possibility that donor or sponsor self-interest might conflict with sound science or the Foundation and/or Academy policies and philosophies.

General Requirements for Acceptance of Industry Sponsors:

1. Align with Foundation's strategic concepts.
2. Compatible with the Foundation's mission.
3. Editorial control of all content in materials bearing the Foundation name maintained by Foundation.
4. Show clear separation of Foundation messages and content from brand information or promotion.
5. Do not endorse any particular brand or company product, including no commercial use of the name and logo that would diminish that value or damage that reputation.

6. Include relevant facts and important information where their omission would present an unbalanced view of a controversial issue in which the sponsor has a stake.
7. Provide for full funding by the sponsor of all direct and indirect costs associated with the project.

In addition to full disclosure of funder support in all presentations, publications, calls for applications, etc, the Foundation makes public through its annual report all Industry donors. The Foundation does not permit the free use of Foundation content in publications or websites where the result of the content and name is to help the publication or website increase circulation or sell advertising, subscriptions or products.

The attached infographic represents the review process for industry donors and sponsors. If warranted for a specific funder or project, the following vetting questions will be circulated to appropriate Academy teams as the first step in the process. The intent is to ask all key Academy teams if there are any facts about the company that should cause us to reconsider accepting their contribution. This approach is intended to reveal any potential road blocks and to provide staff to disclose facts freely understanding that the feedback would be treated as confidential.

Questions for Strategic Communications:

Is this company on the Academy social media radar? If yes, please describe in detail.

Has this company generated any listserv discussion? If yes, please describe in detail.

Has this company been discussed by high-profile nutrition bloggers (e.g. Dietitians for Integrity)? If yes, please describe in detail.

Has there been any negative press on the company in traditional news outlets? If yes, describe in detail.

Are there any facts you are aware of about this company that should cause us to reconsider accepting their contribution? If yes, please describe in detail.

Question for Membership:

Has the membership team fielded any complaints/concerns related to this company? If yes, please describe in detail.

Does the company employ RDNs? If yes, how many and in what roles? ***This information could/should also be requested of the company.***

Are there any facts you are aware of about this company that should cause us to reconsider accepting their contribution? If yes, please describe in detail.

Question for Nutrition Information Services:

Has the NIS team fielded any complaints/concerns related to this company? If yes, please describe in detail.

Are there any facts you are aware of about this company that should cause us to reconsider accepting their contribution? If yes, please describe in detail.

Questions for Corporate Relations:

Has this company ever inquired about becoming an Academy sponsor, but did not meet the criteria?

Has this company ever been an Academy sponsor? If so, describe the sponsorship?

Is this company a current or past FNCE Exhibitor? If yes, please indicate dates.

Has this company applied to be a FNCE Exhibitor and been declined? If yes, please describe in detail.

Are there any facts you are aware of about this company that should cause us to reconsider accepting their contribution? If yes, please describe in detail.

Questions for Professional Development:

Did their participation in FNCE stimulate negative feedback from attendees? If yes, please describe in detail.

Are there any facts you are aware of about this company that should cause us to reconsider accepting their contribution? If yes, please describe in detail.

Questions for Public Policy team:

Does this company support the Academy's legislative agenda? If no, please explain in detail.

Are there any facts you are aware of about this company that should cause us to reconsider accepting their contribution? If yes, please describe in detail.

Questions for DPG/MIG team:

Does this company currently sponsor any of the Academy's DPGs or MIGs? If yes, please list in detail. If no, have they ever sponsored any of the Academy DPGs or MIGs? If yes, please indicate dates.

Are there any facts you are aware of about this company that should cause us to reconsider accepting their contribution? If yes, please describe in detail.

Questions for the Foundation team:

Is there a volunteer or leadership connection to this company? Please identify, if appropriate, any introductions that were made by current or former leadership. Please provide full disclosure regarding any relationships real or perceived.

Are there any facts you are aware of about this company that should cause us to reconsider accepting their contribution? If yes, please describe.

Additional Background:

Foundation Donation/Sponsorship Acceptance & Review Process For Industry Support

DONATION OR DONATION INTENT RECEIVED



DONATION CATEGORIZED

UNRESTRICTED GIFT Gift directed to annual fund	TEMPORARILY RESTRICTED GIFT Criteria developed and submitted to board for approval	PERMANENTLY RESTRICTED GIFT Criteria developed and submitted to board for approval	EDUCATION SPONSORSHIP/ EDUCATION GRANT Strategic communications conducts risk assessment due to educational component.*	GENERAL SPONSORSHIP Gift accepted – donor recognized as sponsor
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Definition Of Categories

Unrestricted Gift or Donation

An unrestricted gift or donation is a gift given to the Foundation with no expectation of a measurable benefit to the donor.

Temporarily Restricted Gift

A temporarily restricted gift is accepted for a designated purpose and is fully expended. The fund typically carries the name of the donor or other designated honoree. Foundation minimum gift requirements are in place to set minimum thresholds for acceptance of a temporarily restricted gift.

Permanently Restricted Gift or Endowment

Gifts that are permanently restricted or endowed maintain a minimum value in the fund in order to be established and draw upon the interest of the fund for support. This type of gift is designed to remain in perpetuity. Foundation minimum gift requirements are in place to set minimum threshold for acceptance and establishment of a permanently restricted or endowed fund.

Education Sponsorship

A fee is paid to the Foundation for an opportunity at an Academy or Foundation conference or education event which allows funder limited speaking/education opportunities.

Education Grant

Funds are provided to the Foundation to develop and deliver an education program that may have a public benefit.

General Sponsorship

A fee is paid to the Foundation for specified rights and benefits associated with the sponsorship of an existing Foundation event.

Report shared with the Foundation chair and if risk assessment warrants further review, Foundation chair may elect to seek additional approval from Foundation board. If project breaks new ground, Foundation chair/board at their discretion can seek input and approval from Academy board.



If approved project moves forward.

If not approved, modifications are made or program ceases.



If content development is required as part of the grant or sponsorship, DPG and other content experts are recruited.



All materials are reviewed by Academy Knowledge Center, Lifelong Learning and Professional Development and Research and International Affairs (as needed) to insure adherence to scientific integrity principles and compliance with Academy policies and procedures for sponsored educational content.



As needed (in the case of a labeling program e.g.) materials will be submitted to legal counsel for review to insure adherence to regulatory requirements with appropriate compliance agencies.



Program delivered and evaluated.



Outcomes and evaluation reported to Academy Foundation Board and sponsor (if education grant).



Outcomes/report submitted for publication if applicable.



FINAL REPORT SHARED WITH ACADEMY AND FOUNDATION BOARDS AND SPONSOR

* Risk analysis includes evaluation based on obtaining background on the company as needed through sources available to staff, including (but not limited to) Internet searches, analysis of news media coverage and analysis of social media presence.

The Foundation supports and encourages individual and industry contributions to our Scholarship, Award, Research and Public Education Programs. Our goal is to assist students in their academic endeavors and recognize outstanding members for their contributions, fund member conducted research and provide resources through public education efforts. Corporations, association groups (dietetic practice groups or affiliates) or individuals may contribute to any existing fund or establish a new fund to honor a particular group or individual.

Funds may be established in the form of a scholarship, award (recognition honor, education stipend, lecture), fellowship or research grant

The following are required to establish a named fund at the Academy Foundation:

- *Temporarily restricted funds* are those funds that are not perpetual in duration and are intended to be totally expended for a specific purpose over some period of time. A temporarily restricted fund must be funded with at least \$25,000.
- *Endowment Funds (Permanently restricted)* are those funds where the principal may not be expended by the Academy Foundation. Only the income generated from the principal in the form of interest or investment income is available for release. The minimum to establish a named endowment or permanently restricted fund is \$100,000; and funds that fail to maintain this \$100,000 minimum balance during a reasonable period of time may be reclassified as a temporarily restricted fund in which both principal and available balances may be expended. If possible, the donor will be notified regarding this change in status.

The following sets forth the steps that must be followed to establish a named fund:

1. Intent to establish a fund

- The intent to establish a fund is communicated from the donor to the Academy Foundation.
- Academy Foundation Donor Agreement (*see Appendix D*) is shared with donor.

2. Donor determines type of fund to be established

- Scholarships – Scholarships provide support for individuals who are currently pursuing educational programs ranging from undergraduate programs (including didactic programs), NDTR programs, dietetic internships, coordinated programs, and graduate and doctoral programs.
- Awards - Award funds may take several different forms. The standard awards granted focus on individual achievement in a particular area of dietetics.
- Research Grants – Research grants provide funding to members or organizational units conducting research in priority areas for the Academy and Academy Foundation

3. ***Fundraising*** (if fund minimum is already met by donor, process moves to step 4)

- Donation form (see Appendix E) is developed and signed if minimum gift is not being made by one donor.
- A temporary fund code is established by the Foundation.
- The group seeking to establish the fund has two years from the time the initial gift is received to raise the minimum amount. If the minimum amount is not met, all funds raised will revert to the Academy Foundation Annual Fund. This can be directed as part of the Tribute Program which is a vehicle for individuals to make a gift in honor or memory of someone.
- The Academy Foundation will, during the process, offer fundraising expertise and assist in the development of fundraising strategies and solicitations. The Academy Foundation shall provide legitimate applicants access to selected databases (including mailing lists) in a manner that supports the development of funds in general and does not adversely affect the individual interests of contributors. All mailing and printing costs are assumed by the group seeking to raise funds.

4. ***Academy Foundation Donor Agreement***

- Once the minimum is raised, the person who initiated intent signs Academy Foundation Donor Agreement, which sets forth the terms of the fund.
- After being completed by the donor, the form is returned to the Academy Foundation.
- The criteria document is drafted by the Academy Foundation staff based on the donor's requests and returned for the donor's approval.

5. ***Academy Foundation Board Approval***

- Once agreement has been reached on the criteria for the fund, the document is placed before the Academy Foundation Board members and a motion is made to approve the fund.

6. ***Fund added to Academy Foundation Portfolio***

- Upon approval of the criteria, the scholarship, award or research grant goes into circulation.
- Funds are released from a cash holding account to the named fund account and is invested according to the Academy Foundation Investment Policy.

7. ***Fund Financials***

- At the time of disbursement, each named fund is charged an administrative fee based upon the amount awarded. An annual fee is charged to each named fund based on the total balance of the fund (principal and available balance combined).
- For named funds, current administrative fees are 15% of the amount awarded at the time of disbursement, and an annual fee of .4%, based on the total balance of the fund. For gifts made to the General Scholarship, Research or Public Education Funds, fifteen percent (15%) is charged on the donation at the time the gift is received. Administrative fees are reviewed annually by the Board of Directors and subject to change and an annual fee of .4%, based on the total balance of the fund.
- Any interest earned is applied to the available balance and utilized for granting awards unless otherwise stipulated by the criteria document governing the award.

8. ***Fund Balance Mailings***

- Fund balance statements will be mailed annually to the individual listed on the criteria document to be notified, along with a copy of the criteria sheets and Academy Foundation financial reports. It is at this time that the donors should review the criteria sheet and

submit any updates in contact names, addresses, etc, and send corrections and changes to the Academy Foundation Staff.

9. Fundraising Costs

- All costs incurred in the Academy Foundation's fundraising efforts shall be paid from funds raised. Such costs shall not exceed Academy Foundation's budget allocations or legal limits.

Review Committees

Academy Foundation Scholarships

The Academy Foundation Scholarship Committee reviews all scholarship applications and is comprised of Academy members appointed by the Academy Foundation Board Chair. Each committee member serves a 1-3 year term. A Chair is appointed each year from among the members who are serving their third year on the committee.

All scholarship applicants are computer-ranked, based on academic ability, professional potential and financial need. Prior to the Scholarship Committee selection call, Academy Foundation staff prepares a list of scholarships to be awarded, the number to be given and amount to be awarded. Committee members refer to the scholarship criteria book for description of scholarships and their criteria. All applications are checked to confirm that they meet the criteria, at which time the committee determines the recipient of each award. During the call, the committee evaluates applicants' rankings and reviews criteria established for each fund before making any award designation.

Academy Foundation Awards and Research Grants

A committee shall exist for each named award and research grants whose purpose and function shall be to review applications for Academy Foundation awards and research grants and determine recipients.

Whether an award, fellowship, research grant, or educational stipend, the process for determining the recipients of any of these awards is in many ways similar to the process used to determine the recipients of scholarships. Each award is assigned an individual review committee consisting of three members who have expertise or experience in the topic addressed by the award. The committees are appointed by the Academy Foundation Chair unless otherwise stipulated by the award criteria.

The applications for an award or research grant are reviewed by each member based on the criteria of the award. Each committee member assigns a score to each application, the scores are tabulated, and the recipient is determined.

Other Awards and Lectures

The Academy Foundation will adhere to all fund criteria concerning other awards and lectures, whether the awarded is funded and managed through the Academy Foundation or managed by the Academy or another organization and funded by the Academy Foundation.

Award Notification

Individuals who receive research grants, educational stipends, and fellowships are advised of their responsibilities concerning the use of their award monies. These may include reporting requirements, time limits, and/or monitoring of research or program progress.

Introduction

Planned giving is a major gift program that encourages prospective donors to consider gifts of personal assets in addition to gifts from personal cash flows. Planned giving provides an opportunity for donors to commit gifts through estate planning in a tax-considered manner that permits the donor lifetime control of the assets designated for charity.

In order to protect the interests of the Academy of Nutrition and Dietetics Foundation and the persons and other entities who support its programs, these policies are designed to assure that all gifts to, or for the use of, the Academy Foundation, hereinafter referred to as the Academy Foundation, are structured to provide maximum benefits to both parties.

This document will focus on both current and deferred gifts, with special emphasis on various types of deferred gifts and gifts of non-cash property.

The goal of these policies is to encourage funding of the Academy Foundation without encumbering it with gifts which may prove to generate more cost than benefit, or which are restricted in a manner, which is not in keeping with the Academy Foundation's goals.

It is understood that except where stated otherwise, these policies are intended as guidelines, and that flexibility must be maintained because some gift situations can be complex, and decisions will only be made after careful consideration of a number of interrelated factors. Therefore, these policies will, in some instances, require that the merits of a particular gift be considered by the Academy Foundation's Board of Directors.

The Academy Foundation Board of Directors gratefully accepts unrestricted gifts and in addition provides two types of funding programs to which donors may contribute for restricted purposes either temporarily restricted funds or endowment funds.

- *Unrestricted Funds* are those funds that the Academy Foundation may use in any way it chooses to support the mission, vision and principles of the Academy Foundation, including the payment of administrative costs and expenses incurred by the grant making and fundraising activities of the Academy Foundation.
- *Temporarily restricted funds* are those funds that are not perpetual in duration and are intended to be totally expended for a specific purpose over some period of time. A temporarily restricted fund must be funded with at least \$25,000.
- *Endowment Funds (Permanently restricted)* are those funds where the principal may not be expended by the Academy Foundation. Only the income generated from the principal in the form of interest or investment income is available for release. The minimum to establish a named endowment or permanently restricted fund is \$100,000; and funds that fail to maintain this \$100,000 minimum balance during a reasonable period of time may be

reclassified as a temporarily restricted fund in which both principal and available balances may be expended.

Please see the Fund Establishment Process which outlines how funds are established (page 49).

SECTION I PROGRAM GUIDELINES

A. Donors Rights:

Gift plan agreements will fully reflect each donor's individual financial needs. The Academy Foundation accepts and abides by "A Donor Bill of Rights," (*see Appendix F*) developed by the American Association of Fund-Raising Counsel and the Association of Fund Raising Professionals.

B. Confidentiality

Donors are recognized based on their gift amount, unless they have indicated they want to remain anonymous.

C. Donor Relations

Members of the Academy Foundation Office shall establish and maintain a relationship with all donors and prospective donors for planned gifts. Representatives of the Academy Foundation will urge donors to review, before a gift is made, the information on the benefits, limitations and tax implications of his/her agreement with their own legal and financial representatives. In particular, the Academy Foundation shall use caution in advising donors as to the amount of income they may expect to receive when the exact amount is not specified in an agreement.

D. Gifts Not Meeting Standard Criteria

The Academy Foundation Board of Directors will, in advance of execution, fully consider and accept or reject, any Academy Foundation administered gift that is an exception to standard criteria for acceptance.

E. Real Estate and Certain Other Gifts

The prior approval of the Academy Foundation Board of Directors shall be obtained before closing on any Academy Foundation-administered agreement under which real estate or any interest in real estate or any property is involved.

F. Recognition

Donors of estate gifts, whether revocable or irrevocable, will be publicly recognized in donor listings and other instruments of stewardship only with their permission when their intent is communicated to the Academy Foundation through the Declaration of Intent (*see Appendix G*).

G. Gift Credit

For federal income tax purposes, donors of deferred gifts will be credited for the charitable remainder values. All pledges and planned gifts will be recorded according to current general accounting principles and practices and to the standards of the Financial Accounting Standards Board (FASB).

SECTION II. OUTRIGHT GIFTS

A. Cash

1. Gifts in the form of cash and checks shall be accepted regardless of amount unless, as in the case of all gifts, there is a question as to whether the donor has sufficient title to the assets or is mentally competent to legally transfer the funds as a gift to the Academy Foundation.
2. All checks shall be made payable to the Academy Foundation and shall in no event be made payable to an employee, agent, or volunteer for the credit of the Academy Foundation.

B. Publicly Traded Securities/Commodities

1. Securities that are traded on the New York, NASDAQ, Chicago Board of Trade or American Stock Exchanges, or other readily marketable securities, shall be accepted by the Academy Foundation. In most cases such securities will be immediately sold by the Academy Foundation. In no event shall an employee or volunteer working on behalf of the Academy Foundation commit to a donor that a particular security will be held by the Academy Foundation unless authorized to do so by the Academy Foundation Board.
2. If an individual or his/her broker indicates a willingness to donate stock or securities, that person should be informed that such transfers are handled by the Academy Foundation's broker of record. The broker of record shall then be instructed to communicate with the donor or donor's broker.
3. The Academy Foundation does not wish to open accounts with a variety of brokers, due to the cost and inconvenience of that process. However, the Academy Chief Financial Officer is authorized to open such accounts in an emergency or when a donor has inadvertently not followed the Academy Foundation's policies. Such accounts will be closed as quickly as possible and the stock or proceeds will be immediately transferred to the Academy Foundation's broker of record.
4. Valuation of donated securities will be determined as the mean between the high and the low on the date of the gift. Date of the gift will be:
 - The date that the certificate is personally handed to a Academy Foundation representative
 - The date on the certificate if ownership is changed into the name of the Academy Foundation
 - The postmark date if mailed (stock power form mailed separately)
 - The date of transfer if conveyed electronically.

C. Closely-Held Securities

The Academy Foundation does not accept closely held securities.

D. Real Estate/Property

1. Gifts of real estate require prior approval of the Academy Foundation Board of Directors.
2. A donor shall furnish the Academy Foundation with an independent appraisal of the real estate property, with the cost of appraisal to be borne by the donor.
3. In general, the Academy Foundation accepts donations of real estate/property when such is appraised at the value of \$100,000 or greater and such title is unencumbered by any mortgage, liens or other claims.
4. Real estate shall not be accepted to fund a charitable gift annuity, or other life income gift, without seeking an opinion as to the permissibility of this action under the laws of the state or states involved and only with the special approval by the Academy Foundation Board of Directors.
5. The Academy Foundation Board of Directors shall require that an environmental audit, inspection or impact study be made of any real estate being considered as a gift to the Academy Foundation. The Academy Foundation Board will not accept any gift that would expose the Academy Foundation to expense of remediation, cleanup, litigation or other costs or liabilities that may result from the acceptance of such property. Cost of the audit or such study will be borne by the donor, and the party conducting the inspection or study is to be selected by the Academy Foundation.
6. The Academy Foundation Board of Directors may waive any of the above conditions if other factors warrant consideration of accepting valuable real estate.

E. Tangible Personal Property

1. Jewelry, artwork, collections, and other personal property shall not be accepted without the prior approval of the Academy Foundation Board of Directors, and unless there is an independent appraisal establishing a value in excess of \$10,000.
2. No personal property shall be accepted by the Academy Foundation unless there is reason to believe the property can be quickly sold. No personal property shall be accepted that obligates the Academy Foundation to ownership of it in perpetuity. No perishable property or property that will require special facilities or security to properly safeguard it will be accepted without prior approval of the Academy Foundation Board of Directors.
3. Only the Academy Foundation Board of Directors or persons authorized by the Board to do so may represent to a donor that property may be held by the Academy Foundation for a specific period of time or for purposes related to its tax-exempt status. Donors shall be notified at the time of receipt of a gift that the Academy Foundation will, as a matter of industry policy, cooperate fully in all matters related to IRS investigations of noncash charitable gifts.

4. Books, archival documents, periodicals and museum pieces that are donated to and accepted by the Academy Foundation will generally be loaned to the Academy Library located at Academy Headquarters and will be catalogued and stored in accordance with the Academy Library policies.

F. Other Property

1. Other property of any description including mortgages notes, copyrights, royalties, easements, whether real or personal, shall only be accepted by action of the Academy Foundation Board of Directors.
2. Appropriate inquiry shall be made and special consideration shall be given to the nature of any gift property and whether it is in keeping with the mission of the Academy Foundation prior to the acceptance of any property by the Academy Foundation.

SECTION III. DEFERRED GIFTS

A. Bequests

1. Gifts through wills and trusts (bequests) shall be actively encouraged by the Academy Foundation.
2. In the event of inquiry regarding a bequest, representations as to the future acceptability of property proposed to be left to the Academy Foundation in a will or through any other deferred gift arrangement shall only be made in accordance with the terms and provisions of Section II paragraphs A-F of these policies.
3. Gifts from the estates of deceased donors consisting of property, which is not acceptable, shall be rejected only by action of the Academy Foundation Board of Directors. The legal counsel of the Academy Foundation shall expeditiously communicate the decision of the Academy Foundation Board to the legal representatives of the estate. If there is any indication that the representatives of the estate or any family member of the deceased is dissatisfied with the decision of the Academy Foundation Board, this fact shall be communicated, if deemed necessary, to Academy legal staff.
4. Attempts shall be made to discover bequest expectancies wherever possible in order to reveal situations, which might lead to unpleasant donor relations in the future. Intended planned deferred gifts should be brought to the attention of the Academy Foundation staff and every attempt shall be made to encourage the donor involved to have his or her plans conform to the Academy Foundation's policy.

B. Charitable Remainder Trusts

1. The Academy Foundation Board reserves the right to refuse to act as trustee and/or to appoint a trustee.
2. Donors shall be encouraged to select their own trustees; however, upon request of the donor, and where it is appropriate to do so, the Academy Foundation may recommend an industry fiduciary in which it has confidence.

3. The fees for management of a charitable remainder trust shall be charged to trust expense and will not be paid by the Academy Foundation.
4. The Academy Foundation Board of Directors and employees and volunteers acting on behalf of the Academy Foundation should become familiar with the types of property generally accepted by an industry fiduciary as suitable contributions to charitable remainder trusts, and employees or others acting on behalf of the Academy Foundation shall not encourage donors to make gifts of any property to charitable remainder trusts that are not in keeping with such guidelines.
5. No representations shall be made by any employee or other persons acting on behalf of the Academy Foundation as to the manner in which charitable remainder trust assets will be managed or invested by an industry fiduciary who may be recommended by the Academy Foundation without the prior approval of such representation by the fiduciary.
6. Charitable remainder trusts and all other deferred gifts shall be encouraged as a method of making gifts to the Academy Foundation while retaining income which may be needed by the donor or other persons chosen by the donor for any number of personal purposes. Such trusts shall not be marketed as tax avoidance devices or as investment vehicles, as it is understood such activity may violate federal and/or state securities regulations.

D. Charitable Gift Annuities

1. The Academy Foundation may serve as a beneficiary of a Charitable Gift Annuity that has been established and is managed outside of the Academy Foundation such as through a community Academy Foundation.
2. The Academy Foundation does not manage gift annuities. The board encourages prospective donors to seek other administrators of charitable gift annuities, such as community Academy Foundations and trusts, to accept and manage gift annuities on behalf of the Academy Foundation.

E. Life Estate Gifts

1. Donors are discouraged from making gifts of real property to the Academy Foundation under which they maintain a life interest in the property.
2. Such gifts may be accepted by approval of the Academy Foundation Board of Directors in situations where the asset involved appears to be a minor portion of the donor's wealth, and the committee is satisfied that there has been full disclosure to the donor of the possible future ramifications of the transaction.

F. Gifts of Life Insurance

1. The Academy Foundation shall encourage donors to name the Academy Foundation to receive all or a portion of the benefits of life insurance policies that they have purchased on their lives.
2. The Academy Foundation will not, however, as a matter of course agree to accept new gifts from donors for the purpose of purchasing life insurance on the donor's life. Exceptions to

this policy will be made only after researching relevant state laws to assure that the Academy Foundation has an insurable interest under applicable state law.

3. No insurance products, companies or agents may be endorsed for use in funding gifts to the Academy Foundation Fund without board approval.
4. In no event shall lists of the Academy Foundation donors be furnished to anyone for the purpose of marketing life insurance for the benefit of donors and/or the Academy Foundation.

H. Other Gifts Comprising Planned Giving Program

1. Remainder interest in personal residence or farm
2. Bargain sale (Sale of property to the Academy Foundation for less than market value)
3. Tax exempt bonds
4. Donor advised funds – These are funds that donors give irrevocably but retain discretion as to the annual distribution of income for charitable purposes. Donor advised funds are seen as a less complicated and regulated alternative to creating family foundations. Donor advised funds administered by or through the Academy Foundation will require that at least 60% of the annual distributions will be directed to needs and programs of the Academy. The Academy Foundation Board of Directors will approve any donor advised fund before it is established at the Academy Foundation.

SECTION IV. PAYMENT OF FEES RELATED TO GIFTS TO THE ACADEMY FOUNDATION

A. Finder's Fees or Commissions

The Academy Foundation will pay no fee to any person as consideration for directing a gift to the Academy Foundation.

B. Professional Fees and Referrals

1. The Academy Foundation will pay reasonable fees for professional services rendered in connection with the completion of a gift to the Academy Foundation. Such fees will be paid only with prior written approval of the Academy Foundation Board of Directors and only following discussion with and approval by the donor.
2. Fees shall be reasonable and directly related to the completion of a gift. They shall generally be limited to appraisal fees by persons who are competent and qualified to appraise the property involved and who have no conflict of interest; environmental inspection fees; legal fees for the preparation of documents; accounting fees incident to the transaction; fees involved in the sale of real estate and fees of "fee for service" financial planners. In the case of financial planners, such persons must answer in writing that they are compensated only through fees for services rendered and that they are not compensated for the sale of products to clients. If the Academy Foundation is to compensate a financial advisor, fees are paid only for services rendered for the Academy Foundation; no commission-based sale of services or products to a donor may be made by the advisor.

3. In the case of legal, accounting and other professional fees, an attempt shall be made by the Academy Foundation Board of Directors to ascertain the reasonableness of these fees prior to payment. An hourly breakdown of time shall be required. In cases that appear excessive, the summary of fees shall be submitted to the Academy Foundation's legal counsel for review and approval prior to payment.
4. In cases where the persons receiving fees were initially employed by the donor and the Academy Foundation agrees to pay the fees involved, the donor shall be notified that the payment of such fees may result in taxable income to the donor in the amount of the fees paid.
5. In situations where advisors retained by the Academy Foundation prepare documents or render advice in any form to the Academy Foundation or a donor to the Academy Foundation, it shall be disclosed to the donor that the professional involved is representing the interests of the Academy Foundation and is not acting on behalf of the donor and that any documents or other advice rendered in the course of the relationship between the Academy Foundation and the donor should be reviewed by counsel for the donor prior to completion of the gift.
6. To avoid the appearance of impropriety or undue influence, the Academy Foundation will not directly refer any potential donor to a specific attorney, accountant, or other professional.

SECTION V. RESTRICTIONS

A. Restrictions on Use and of Gifts

No restrictions on how gifts may be used by the Academy Foundation will be honored without prior approval of the Academy Foundation Board of Directors in the case of current gifts or subsequent approval by the Academy Foundation in the case of gifts received by will or other gift which is effective at death which has not been previously approved by the Academy Foundation Board of Directors.

Section VI. INTERPRETATION

The above policies may be modified from time to time by the Academy Foundation Board of Directors. The Academy Foundation Board reserves the right to accept or reject any gift in their sole discretion without recourse by any donor.

Donor Recognition



The following recognition is provided to all individual donors unless they have indicated they want to remain anonymous. In response to inquiries about individuals, the only information the Academy Foundation will provide is confirmation of the contributor unless anonymity has been requested.

\$50,000+

All promotion list below, plus:

- Recognized at the Academy Foundation Gala during the Academy Food & Nutrition Conference & Expo

\$10,000+

All promotion list below, plus:

- Listing in the Academy Annual Report posted on the Academy website
- VIP Housing for the Academy Food & Nutrition Conference & Expo

\$5,000+

All promotion list below, plus:

- Call from Foundation Chair (as opposed to email)

\$1,000

All promotion list below, plus:

- Thank you email from Foundation Chair
- Invitation to Donor Reception the Academy Food & Nutrition Conference & Expo

\$50+

All promotion list below, plus:

- Listing in the Academy Foundation Donor Report sent via Eat Right Weekly and posted to the Academy Foundation website

\$10+

- Thank you acknowledgement

All contributions of \$10 and below are acknowledged with a general thank you via email. All contributions over \$10 are acknowledged with a letter. Acknowledgements are sent within a one week time frame.

All organizations at the outlined levels below are recognized in the following Academy Foundation platforms. Additional recognition is provided to FNCE and Scholarship sponsors.

\$50,000+

All of the promotions listed below, plus:

- Full page ad in virtual program book for Academy Foundation Gala during the Academy Food & Nutrition Conference & Expo
- Mention of support in Academy Foundation article submitted for newsletters of dietetic practice groups and state affiliates
- Invitation for 10 representatives (as opposed to 4) to attend Foundation Donor Reception during the Academy Food & Nutrition Conference & Expo

\$25,000 – \$49,000

All of the promotions listed below, plus:

- Half page ad in virtual program book for the Academy Foundation Gala during the Academy Food & Nutrition Conference & Expo
- Mention of support in Philanthropy, Awards and Grants section of *Eat Right Weekly* all member email newsletter
- Invitation for 4 representatives (as opposed to 2) to attend Foundation Donor Reception during the Academy Food & Nutrition Conference & Expo
- Recognition slide at Academy Foundation Gala during the Academy Food & Nutrition Conference & Expo

\$10,000 - \$24,999

All of the promotions listed below, plus:

- Listing in Academy/Academy Foundation Annual Report
- Listing in Academy Foundation Supporter Ad in the *Journal of the Academy of Nutrition and Dietetics*
- Invitation for 2 representatives (as opposed to one) to attend Donor Reception during the Academy Food & Nutrition Conference & Expo
-

\$5,000 - \$9,999

All of the promotions listed below, plus:

- Industry supporter sign for booth in exhibit hall at Academy Food & Nutrition Conference & Expo
- Industry support symbol next to organization name in Academy Food & Nutrition Conference & Expo mobile app
- Industry support ribbon distributed during Academy Food & Nutrition Conference & Expo
- Industry supporter listing in program book for Academy Foundation Gala during the Academy Food & Nutrition Conference & Expo
- Invitation for 1 representative to attend Donor Reception during the Academy Food & Nutrition Conference & Expo

Pledge Write-off Policy

Pledges receivable are evaluated for collectability throughout the year. Individual pledges that have been outstanding for more than 120 days past their due date are considered for analysis of collectability. During the analysis of collectability, the following are considered:

- Age of the receivable
- Financial health of the donor
- Past collection experience with the donor
- Communications with the donor regarding the outstanding balance.

If the collectability of an individual pledge receivable balance (or a portion) is deemed to be uncertain, the organization establishes a bad debt reserve consistent with the amount deemed to be uncertain. If an individual pledge receivable balance is deemed to be wholly uncollectible, the balance is written off. If a previously written-off pledge receivable balance is subsequently collected, the organization recognizes bad debt recovery revenue in the period the amount is received.

Academy of Nutrition and Dietetics Foundation Strategic Plan

Vision: A world where all people thrive through the transformative power of food and nutrition

Mission: Through philanthropy, empower current and future food and nutrition practitioners to optimize global health.

Principles: The Foundation supports:

- Integration of research, professional development, and practice to stimulate innovation and discovery
- Collaborations to solve the greatest food and nutrition challenges now and in the future
- A system-wide impact across the food, well-being and health care sectors
- Elimination of all forms of malnutrition globally
- Expansion of workforce capacity, capability and the contribution of food and nutrition practitioners
- Accountability through transparency and fiduciary responsibility

Goals:

<i>Grow the Foundation’s financial portfolio to support mission and advance vision</i>	<i>Invest in the current and next generation of food and nutrition practitioners</i>	<i>Fund food and nutrition research and communicate outcomes</i>	<i>Expand the Foundation’s impact through collaborations and educational efforts</i>	<i>Develop formal partnerships to advance mutual goals</i>
--	--	--	--	--

Strategies:

Build unrestricted, temporarily restricted and permanently restricted reserves to support projects and programs	Engage youth through the work of the Foundation	Establish model programs and food and nutrition Fellowship opportunities	Support efforts to build a global coalition of credentialed practitioners, dietetic associations and global food, nutrition and health organizations	Utilize current networks to identify funding sources and build relationships to advance goals
Identify sustainable targets to generate investment income to support operations	Provide scholarships to dietetics students of all levels of study	Offer research and practice Fellowships for graduate students and professionals	Promote the contribution of the credentialed food and nutrition workforce and advocate for scaling solutions	Identify and cultivate relationships with philanthropic organizations with nutrition focus
Diversify funding sources	Build a talent pipeline that will prepare, place and support a workforce for international practice opportunities and leadership within their organization	Fund nutrition research		Work with federal, state and local entities to support the mission, vision and goals of the Foundation
Maintain the highest level of financial oversight and transparency	Support efforts to connect and empower the international community of dietitians and dietetic associations	Support dissemination of research outcomes		Engage with and increase visibility among internal and external stakeholder to drive revenue
	Provide awards to practitioners of all career stages			Amplify awareness of effective food and nutrition interventions

Appendix A

Contract Approval Form



Originator: _____

Date: _____

Parties: _____

Products/

Services to be provided: (attach time lines, deliverables and evaluation)

Cost: _____

Term: _____

Renewal
Terms: _____

Are funds available within current approved budget? Yes No

If no, explain: _____

Approvals:

Requesting Vice President _____
Date

Chief Financial Officer* _____
Date

Chief Executive Officer** _____
Date

*must be secured for all contracts including contracts with former Academy Foundation employees

**must approve all contracts greater than \$25,000

This Agreement is made and entered into this **DATE**, by and between the Academy of Nutrition and Dietetics Foundation (“the Foundation”) and **NAME** (“Contractor”)__, pursuant to which Contractor will provide the below described services to the Foundation. The Foundation and Contractor hereby agree as follows:

1. **Term:** Contractor will provide the services described in Paragraph 2 of this Agreement until such time as the work described is completed per deadlines outlined in Paragraph 2. In no event shall Contractor provide services under this Agreement beyond **DATE**_, unless otherwise specified by Foundation and agreed to in writing. Notwithstanding the foregoing, Contractor expressly acknowledges that this Agreement may be sooner terminated pursuant to the provisions of Paragraph 9.

2. **Services of Contractor:** In exchange for the compensation identified in Paragraph 3 hereunder, Contractor will provide the following services to the Foundation:
 - (a) **PROVIDE DETAILS ON SERVICES**

 - (b) The information and data provided in any document delivered to the Foundation by Contractor shall not contain any false or misleading information and shall be based on credible supporting data and information. Claims, statistics or information presented as fact that is not considered to be “common knowledge” by Foundation must be cited.
 - I. **Compensation:** Compensation by the Foundation to Contractor will be **\$__**, all inclusive. Compensation will be paid in accordance with the following schedule: Invoice shall be provided by Contractor upon acceptance of work **by** the Foundation and shall be paid by the Foundation within 30 days. Requests for changes, approval of draft materials, favorable or unfavorable comments and other matter of communication with the Contractor will not be deemed conditional acceptance, acceptance or rejection by Foundation.
 - II. Payment of this fee includes the right of Foundation to include, or license the inclusion of Contractor’s work in digital media and databases, in individually retrievable form or otherwise, and for electronic reproduction, display and distribution by any means (whether now known or hereafter invented) or re-purpose the Services in digital form for access or distribution on a fee or subscription basis.

3. **Independent Contractor:** It is understood that Contractor will perform services hereunder as an independent contractor and not as an employee of the Foundation. Contractor will at all times in the performance of this Agreement remain an independent contractor. Contractor expressly acknowledges that the Foundation has no obligation to provide any type of insurance or other benefits to Contractor. Contractor is an independent contractor and shall be solely responsible for any unemployment, workers’ compensation, or disability insurance payments to be made on Contractor’s behalf and any social security, income tax, or other withholdings, deductions or payments which may be required by federal, state or local law with respect to any sums paid to Contractor pursuant to this Agreement. Contractor expressly waives any

claims against the Foundation for workers' compensation and unemployment insurance benefits. This Agreement does not appoint Contractor as an agent or legal representative of the Foundation for any purpose whatsoever. Contractor is granted no right or authority under this Agreement to assume or create any obligation or responsibility for or on behalf of the Foundation, or to otherwise bind the Foundation or to use the Foundation's name, except with the prior written approval of the Foundation.

4. **Confidentiality:** Contractor acknowledges that the Foundation is placing Contractor in a position of trust and confidence. In particular, the Foundation and Contractor recognize that to develop high quality work, the Foundation will need to reveal Confidential Information (as defined below) to Contractor and that Contractor will be provided with or have access to the Foundation's Confidential Information. While performing services under this Agreement, and after the provision of services under this Agreement ends, Contractor expressly agrees: (i) not to directly or indirectly use any bit of Confidential Information for Contractor's personal benefit, or for the benefit of any entity other than the Foundation or any company owned or operated by the Foundation (and their affiliates); and (ii) not to reveal, divulge, disseminate, disclose, lecture upon, or publish, any bit of Confidential Information without having first obtained written permission from the Foundation. Contractor will safeguard and maintain secret all Confidential Information and all documents and things that include or embody Confidential Information. After Contractor's provision of services under this Agreement ends for whatever reason, or upon request by the Foundation, Contractor will deliver to the Foundation all documents, notes, memoranda, correspondence, records, notebooks, and similar repositories of Confidential Information, including all copies thereof and all computer stored information, then in Contractor's possession or under Contractor's control, whether or not prepared by Contractor. "Confidential Information" means any written or oral information disclosed to Contractor or known by Contractor as a consequence of Contractor's performing Contractor's obligations under this Agreement, which information is not generally known in the industry in which the Foundation is or may become engaged, and any business, products, processes or services of the Foundation or any company owned or operated by the Foundation (and their affiliates), including, but not limited to, any information relating to research, development, inventions, concepts, ideas, designs, techniques, flow charts, products under development, and the documentation thereof. It will be presumed that all information supplied to Contractor for the purpose of Contractor performing Contractor's obligations under this Agreement is Confidential Information. Contractor's obligations shall continue, as to each bit of information, for so long as such information remains Confidential Information. The Foundation estimates that the value of the Confidential Information will not begin to dissipate for at least five years.
5. **Work and Work Product:** The Work and all Work Product created by Contractor under this Agreement shall be and remain exclusively the property of the Foundation, and Contractor hereby expressly relinquishes any claim to copyright or ownership of any and all rights, remuneration, or royalties pertaining to, or generated by the publication of the Work or the Work Product. The Work and all Work Product created by Contractor under this Agreement is a "work made for hire" under the copyright law and the Foundation may file applications to register copyright in the Work and all of the Work Product as author and copyright owner thereof. If, for any reason, any of the Work or the Work Product is excluded from the definition of a "work made for hire" under the copyright law, then Contractor, without further consideration from the Foundation, does hereby assign, sell, and convey to the Foundation the entire right, title, and interests in and to the Work and all of the Work Product, including the copyright therein. Contractor shall execute any documents which the Foundation deems

necessary in connection with the assignment of the Work, all of the Work Product and copyright therein to the Foundation. Contractor will take whatever steps and do whatever acts the Foundation requests -- including, but not limited to, placement of the Foundation's proper copyright notice on the Work and all of the Work Product -- to secure or aid in securing copyright protection in the Work and all of the Work Product and will assist the Foundation or its nominees in filing applications to register claims of copyright in the Work and all of the Work Product. The Foundation will reimburse Contractor for Contractor's reasonable expenses in carrying out Contractor's obligations under this Paragraph. The Foundation shall have free and unlimited access at all times to the Work, the Work Product and all copies thereof, and shall have the right to claim and take possession on demand of the Work, the Work Product and all copies thereof.

6. **Equal Employment Opportunity/Affirmative Action Policy Statement:** The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.5, the affirmative action commitment for disabled veterans and other protected veterans, set forth in 41 CFR 60-300.5, the affirmative action clause for disabled workers, set forth in 41 CFR 60-741.5, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are included by reference in this purchase order. By accepting this purchase order, the contractor certifies that it complies with the authorities cited above, and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.
7. **Conflict of Interest:** Contractor has read and signed the Foundation Conflict of Interest Policy and disclosed any potential Conflicts of Interest.
8. **Indemnification:** Contractor will indemnify and hold Foundation harmless against all claims settled by Foundation or reduced to judgment, including all court costs and reasonable attorney fees and expenses, provided the basis of such claim or judgment constitutes a breach of any of the Contractor's representations or warranties; and until such claim or suit has been settled or withdrawn, Foundation may withhold any sums due Contractor under this agreement or otherwise. The representations, warranties and indemnities contained in sections 5 and 7 will survive any termination of this Agreement and will extend to any licensees, distributors and assigns of Foundation Agreement can be terminated by either party by written notice or until completion of Services, whichever occurs first.
9. **Assignment, Termination:** This Agreement may be assigned by the Foundation. This Agreement may not be assigned by Contractor without the Foundation's prior written consent. In the event of the death or inability of Contractor to carry out Contractor's obligations hereunder, this Agreement shall immediately terminate, and the Foundation's obligations shall cease upon payment of fees and approved expenses accrued through the date of this Agreement's termination. Notwithstanding anything in this Agreement to the contrary, either party may cancel this Agreement upon 30 days' written notice to the other party, and it is expressly understood and agreed to by Contractor that the provision of such notice by the Foundation to Contractor shall in no way obligate the Foundation to provide Contractor with any compensation whatsoever above and beyond that which is due and owing for services performed and work completed in accordance with the provisions of Paragraphs 2 and 3, above.

10. **Force Majeure:** The performance of either party under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes (except those involving the Contractor's employees or agents), civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control, making it from an economic, political, or from a personal safety or policy basis inadvisable, illegal, impractical or impossible to perform their obligations under this Agreement or any government or other advisory that travel or meetings are not to be undertaken, either party may cancel this Agreement for any one or more of such reasons upon written notice to the other.

11. **Entire Agreement:** This Agreement contains the entire agreement between Contractor and the Foundation with respect to the provision of the independent contractor services described herein, and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties, including all prior employment agreements, whether or not fully performed by the Contractor or the Foundation. No amendment to or modification of this Agreement shall be effective unless the amendment or modification is reduced to writing and signed by Contractor and the Foundation.

12. **Titles and Headings:** The titles and headings contained herein are for convenient reference only and shall not be deemed or construed to be part of this Agreement.

13. **Governing Law:** This Agreement shall be construed, defined and interpreted under the laws of the State of Illinois, and venue in any judicial proceeding concerning this Agreement shall be in the County of Cook, State of Illinois.

14. **Severability:** The provisions of this Agreement shall be severable. The unenforceability or invalidity of any one or more provisions, clauses, or sentences hereof shall not render any other provision, clause or sentence herein contained unenforceable or invalid. The portion of the Agreement which is not invalid or unenforceable shall be considered enforceable and binding on the parties and the invalid or unenforceable provision(s), clause(s), or sentence(s) shall be deemed excised, modified, or restricted to the extent necessary to render the same valid and enforceable, and Agreement shall be construed as if such invalid or unenforceable provision(s), clause(s), or sentence(s) were omitted, modified, or restricted. The provisions of this Paragraph and Paragraphs 8-9 shall survive the termination of this Agreement for any reason.

ACCEPTED AND AGREED TO:

***Date**

***Contractor:**

***Contractor FEIN or SS#:**

***Mailing Address:**

***Phone:**

Signature

Date

***Required**

Appendix C

Donor Agreement

Donor, _____
and the Academy of Nutrition and Dietetics Foundation (“Academy Foundation”), a charitable corporation organized in accordance with Section 501(c)(3) of the Internal Revenue Code with the mission of, through philanthropy, empower current and future food and nutrition practitioners to optimize global health, hereby confirm Donor’s gift to Academy Foundation. The terms of the gift, and the Academy Foundation’s receipt and handling thereof, shall be as follows:

1. The amount (or appraised value) of the present gift shall be \$ _____
2. The Academy Foundation provides three types of funding programs to which Donor may contribute. The gift shall be of the following type (check one):
 - UNRESTRICTED GIFT**
Unrestricted gifts are those funds that the Academy Foundation may use in any way it chooses to support the mission, vision and principles of the Academy Foundation, including the payment of administrative costs and expenses incurred by the grant making and fundraising activities of the Academy Foundation.
 - TEMPORARILY RESTRICTED GIFT**
Temporarily restricted gifts are those funds that are not perpetual in duration and are intended to be totally expended for a specific purpose over some period of time. A temporarily restricted fund must be funded with at least \$25,000.
 - ENDOWMENT, or PERMANENTLY RESTRICTED GIFT**
Endowments, or permanently restricted gifts, are those funds for which the principal may not be expended. Only the income generated from the principal in the form of interest or investment income is available for release. The minimum to establish a named endowment or permanently restricted fund is \$100,000; and funds that fail to maintain this \$100,000 minimum balance during a reasonable period of time may be reclassified as a temporarily restricted fund in which both principal and available balances may be expended.
3. Donor may add to the fund in future years under the terms set forth herein. If other than cash, Donor acknowledges that the Academy Foundation may convert the gift to cash and use the proceeds in accordance with this Agreement.
4. For all named funds, the establishment of the fund and acceptance of the gift are subject to approval by the Academy Foundation Board of Directors and the development of criteria in accordance with Donor’s specifications for fund use.
5. Donor acknowledges that each named fund will be charged an administrative fee, notwithstanding any restrictions imposed upon it, which will be utilized for operational expenses of the Academy Foundation. The administrative fee is applied as defined by the Foundation policies and approved by the Foundation Board of Directors.
6. Donor may impose restrictions on the gift and may specify that the fund be used for defined purposes, such as giving of awards, granting scholarships or fellowships, promoting education programs, research or for other special projects. Any such restrictions and specifications shall

be set forth on Exhibit A to this Agreement. Donor acknowledges that the Academy Foundation shall have the discretion to act, and to resolve any ambiguities or issues, in accordance with the intent of those criteria and specifications.

7. Unless otherwise specified in Donor's restrictions in Exhibit A, Donor acknowledges that any income, including interest or realized gains of any kind, earned on the principal of the gift in any given year in excess of the amount necessary to satisfy the restrictions shall be maintained as available funds, shall not be returned to principal, and may be used for expenses incurred in support of the gift, as long as the purpose of the gift is honored and not disregarded.
8. Depending upon the nature of the gift, Donor may be required to support the establishment of the gift with an initial payment to be used for such expenses as are necessary to set up the gift. The amount of that payment shall be mutually agreed between Donor and the Academy Foundation.
9. All funds from Donor are invested according to the Academy Foundation Investment Policy. If the amount of income generated in any year is inadequate to make such distribution as may be called for or required under the terms of the gift, the Academy Foundation may withhold payment for that year and permit the income to grow until such time as the purpose may be satisfied, unless Donor in such years shall in Donor's discretion make additional payments to the available balance to supplement the gift.
10. Donor acknowledges that at some point in the future, by virtue of economic events and circumstances or other unforeseen occurrences, the corpus of the gift may become insufficient to accomplish the purpose specified for the gift, or ongoing funding of the gift as required by this Agreement may cease. In such event, the Academy Foundation will contact the donor or donor representative, if applicable, to gain permission to utilize the remaining balance of the fund. If other uses for the Fund maybe appropriate within the Academy Foundation, this option also may be shared with the Donor, or Donor representative if they are available.
11. If events should occur, or circumstances change, in a way that renders it impossible for the Academy Foundation to comply with the purpose or restrictions of the gift, Donor acknowledges and agrees that the Academy Foundation shall have discretion to discuss with the Donor to determine other alternatives for distributing the fund that approximate the purpose and intent of the gift. For example, this would occur if criteria cannot be met due to insufficient resource or if no applicants meet the criteria over an extended period of time. If no such alternatives can be found, Academy Foundation shall have the discretion to expend or award the remaining amounts as it sees fit, and even to treat the gift as unrestricted.
12. Donor and Academy Foundation shall work together to ensure that Donor's gift is properly administered in accordance with Donor's intent. Academy Foundation shall advise Donor as to any circumstances that may affect the size of the fund created by the gift and as to any steps that Donor might take to preserve the fund in case of adverse occurrences.

Dated: _____ (Donor) _____

By: Academy of Nutrition And Dietetics Foundation _____

Appendix D

INDIVIDUAL FUND INFORMATION

(fund code)	
Name of Fund:	
Type of Fund (as specified in Donor Agreement):	
Date Established:	
Date To Dissolve (if applicable):	
Administrative Fee:	The administrative fee is applied as defined by the Foundation policies and approved by the Foundation Board of Directors

CRITERIA AND RESTRICTIONS FOR USE OF FUND:

Following are some examples of restrictions that may be placed on a fund:

- Applicant must be a Registered Dietitian Nutritionist or Nutrition and Dietetic Technician, Registered

Scholarships:

- Level of study
- Preference on residency of particular state

Awards:

- Purpose of Award: research grant, recognition award, educational stipend
- Years of professional experience
- Member of specific organization (e.g. DPG)

OTHER CONDITIONS/INFORMATION:

Some background information on donor or for who the fund is named. Notification of award and fund balance information should be sent to:

Name:	
Member Number:	

Donation Form

To make a donation, please complete the information below and return it with your gift to the Academy Foundation at the address found at the bottom of the form.

Donation to XYZ Fund _____

If a minimum of \$25,000 is raised, then the Academy Foundation will establish the XYZ Fund. If the minimum is not raised within the time period designated for establishing that fund, any donations that have been made will be transferred to the Academy Foundation Annual Fund as part of the Tribute Program.

Name:	
Member # (if applicable)	
Address:	
City, State & Zip:	
Phone:	
Email:	
Gift to remain anonymous (not published) Yes or No	

DONATION	
Amount \$	_____
Select Payment	<input type="checkbox"/> Check Enclosed <input type="checkbox"/> Credit Card
Credit Card #:	_____
Exp Date:	_____
Signature:	_____

Return to	Academy of Nutrition and Dietetics Foundation 120 South Riverside Plaza, Suite 2190 Chicago, IL 60606-6995
Fax	312-899-4796
Email	Foundation@eatright.org

Appendix E

**Academy of Nutrition and Dietetics Foundation
Planned Gift Declaration of Intent**



I/We, _____ on this date, _____ agree to make a commitment to the Academy of Nutrition and Dietetics Foundation, through an estate gift.

OPTIONAL:

This gift is in the form of:

Bequest

Trust

Other, please describe:

The current estimated value of the gift is: _____

The Academy of Nutrition and Dietetics Foundation will maintain your information in complete confidence.

Please print your name as you would like it to appear in all recognition announcements. Include spouse's name, if appropriate.

Name	
Spouse	
Address	
City, State, Zip	
Telephone	
Email	

Please keep my donation anonymous.

Signature (s)

Date

Signature (s)

Date

The Academy of Nutrition and Dietetics Foundation is a 501(c) 3 public charity. All gifts to the Academy Foundation are tax-deductible in accordance with the law.

Appendix F

Philanthropy is based on voluntary action for the common good. It is a tradition of giving and sharing that is primary to the quality of life. To assure that philanthropy merits the respect and trust of the general public, and that donors and prospective donors can have full confidence in the not-for-profit organizations and causes they are asked to support, we declare that all donors have these rights:

1. To be informed of the Academy Foundation’s mission, of the way the organization intends to use donated resources, and of its capacity to use donations effectively for their intended purposes.
2. To be informed of the identity of those serving on the organization’s governing board, and to expect the board to exercise prudent judgment in its stewardship responsibilities.
3. To have access to the organization’s most recent financial statements.
4. To be assured their gifts will be used for the purposes for which they were given.
5. To receive appropriate acknowledgement and recognition.
6. To be assured that information about their donations is handled with respect and with confidentiality to the extent provided by law.
7. To expect that all relationships with individuals representing organizations of interest to the donor will be professional in nature.
8. To be informed whether those seeking donations are volunteers, employees of the organization or hired solicitors.
9. To have the opportunity to opt out of mailing lists that an organization may intend to share.
10. To feel free to ask questions when making a donation and to receive prompt, truthful and forthright answers.

DONOR PRIVACY STATEMENT

The Academy of Nutrition and Dietetics Foundation does not sell or share any online or offline donor personal information.

DEVELOPED BY:	American Association of Fund-Raising Counsel (AAFRC), Association for Healthcare Philanthropy (AHP), Council for Advancement and Support of Education (CASE), National Society of Fund Raising Executives (NSFRE).
INITIAL ENDORSERS:	Independent Sector, National Catholic Development Conference (NCDC), National Committee on Planned Giving (NCPG), National Council for Resource Development (NCRD), United Way of America

Appendix G

Program Grant Application Form



This form is to be used when an organization is requesting an unsolicited grant from the Academy Foundation. Please complete the following form in its entirety

Applicant	
Address	
City, State, Zip	
Telephone	
Fax	
Email	

Description of Proposed Partnership (Attachment)

Provide a one-page summary of the project concept proposed to the Academy Foundation for partnership consideration.. Please include the goal and objectives, methodology, target audiences, outcomes and evaluation (if applicable).

Academy of Nutrition and Dietetics Foundation Mission, Vision and Principles

Describe how the proposed concept fits the Academy Foundation's mission, vision and principles:

Academy Foundation Involvement

Describe the proposed intention of the Academy Foundation's involvement in the project:

Time Line

Give an estimated timeline for the project launch and completion:

Budget

Please provide a budget breakdown of the project and proposed sources of funding:

The Academy of Nutrition and Dietetics Foundation

General Application for Consideration for Program Concept Partnership Attachment

SUMMARY OF THE PROJECT CONCEPT:

Return your application to	Academy of Nutrition and Dietetics Foundation 120 South Riverside Plaza, Suite 2190 Chicago, IL 60606-6995
Fax	312-899-4796
Email	Foundation@eatright.org

Grant Agreement

Project Name

(the “**Grantee**”) and the Academy of Nutrition and Dietetics Foundation (the “**Foundation**”) enter into the following **Project Name** Grant Agreement (the “**Agreement**”) financed under the Foundation for the **Project Name** (the “**Project**”, in accordance with the basic information and terms and conditions detailed below.

Basic Information

Name of Grantee: _____

Full Address of Grantee: _____

Name and Title of Grantee’s Representative: _____

Telephone: _____

Email: _____

Grant Administrator: *Foundation Staff Contact* _____

Title of the Grant Administrator Representative: _____

Grant Administrator Address: _____

Telephone: _____

Email: _____

Grant Project Title: _____

Grant Approved on: _____

Grant Duration: _____

Grant Start Date: _____

Grant Completion Date: _____

Terms and Conditions

1. Objective of the **name** Grant:

The Foundation hereby grants to the Grantee the amount of \$xx for purposes of supporting program activities as described in **Attachment A** including the exhibits thereto relating to the Project. It is agreed that the Grantee will use the funding exclusively for achievement of its project objective(s) stipulated in the Attachment A or as otherwise agreed with the Grant Administrator.

2. Use of Grant Funds:

The Grantee agrees (a) to use the grant funds only in the manner described in Attachment A, subject to the terms and conditions of this Agreement. The Grantee further agrees that no portion of the grant funds is earmarked for lobbying activity and that the grant funds will not be used to support political activity. Furthermore, the Grantee agrees that any portion of the grant funds unexpended or uncommitted at the end of the Grant Period (including approved extensions), or used for purposes or in a manner other than those described in Attachment A, must be promptly returned to the Foundation without request on or before the delivery of the final report pursuant to Section 8.

3. Terms of Payment of Grant Funds:

Following acceptance of this Agreement, the Foundation will disburse grant funds upon receipt of this Agreement signed by an authorized officer of the Grantee's organization, and upon satisfactory completion by the Grantee of any of the terms and conditions contained in this Agreement or in Attachment A, including any technical information requested and requiring action by the Grantee prior to distribution of grant funds. Grant funds will be disbursed as two payments to the Grantee via wire transfer no later than 30 days from the receipt and approval of this Agreement and Attachment A (payment 1) and no later than 30 days from the receipt and approval of the subsequent final report by the Grant Administrator (payment 2). In order to receive the wire transfer, the Grantee must also submit an invoice to the Grant Administrator. The Grant Administrator reserves the right to withhold final payment until any identified project problems are resolved.

4. Incorporation of Referenced Documents:

The following documents are incorporated as an integral part of this Agreement:

Attachment A: **project name** Agreement

5. Period of Allowable Costs:

With reference to Grant Start Date and Grant Completion Date, the parties acknowledge that some activities financed with grant funds commenced prior to the Grant Start Date based on mutual agreement, and Grant activity-related costs to be paid with grant funds will be incurred not later than the Grant Completion Date, unless the Grant Administrator provides approval of extension in writing prior to the specified Grant Completion Date.

Grant activity-related costs incurred on or before the Grant Completion Date but not paid by the Grant Completion Date are allowable if paid not later than 30 calendar days after the Grant Completion Date. The Grant Administrator will not extend the grant period solely to enable the Grantee to use unexpended grant funds.

6. Grantee Bank Account:

Grant funds will be wire transferred into the following Grantee's account:

Bank Name and

Address:

Bank Code:

Account No:

Account Name:

7. Authorized Grant Disbursement:

Grant funds may be used only to pay expenses in support of activities as presented in Attachment A. The total value of this grant shall not exceed the amount set out in Section 1.

8. Reporting and Results Monitoring:

The Grantee is required to submit progress reports during the Grant Period (dates) and one final report due no later than 30 days after the Grant Completion Date. Reports should be submitted electronically as outlined in Attachment A.

The Foundation reserves the right to request, and the Grantee agrees to provide, such additional reports as the Grant Administrator determines are reasonably needed to monitor the progress of the use of the grant funds, in a format acceptable to the Grant Administrator in its reasonable discretion. If additional reports are requested, the Grantee will be provided with the specific details and/or formats for the report at least 15 days in advance of the requested report date.

9. Communications and Meetings:

In addition to the reports and to the extent practical and reasonable, the Grantee agrees to be in regular communication with the Grant Administrator throughout the Grant Period regarding the progress and success in achieving the charitable and educational objectives set forth in this Agreement and Attachment A. In particular, the Grantee will notify the Grant Administrator in writing within two weeks following any major development in the implementation of the Grant Project that is likely to have a material impact on the Grantee's or the Foundation's ability to achieve the objectives of this Agreement. To the extent practical and reasonable, the Grantee and its relevant staff agree to be available for periodic meetings and phone calls with the Grant Administrator staff to discuss the use of grant funds and to facilitate communications by the Grant Administrator staff, designated technical advisors, and grant donors.

10. Site Visitations:

The Grantee agrees to facilitate and assist with planning for any grant activity site visitations as reasonably requested by the Grant Administrator and agreed upon by the Grantee and the Grant Administrator, including but not limited to requests by Foundation (or their designees) to participate in site visitations.

11. Grant Announcements; Public Reports; Copyright and Equipment:

- a. The Foundation will include information about this grant in the Foundation's periodic public communications and may make information about this grant public at any time on the Foundation website and as part of press releases, public reports, speeches, newsletters, and other public documents.
- b. The Grantee will give appropriate publicity to this Agreement and the Project as a program to which the Foundation has contributed and participates, in all publications, communications and other dissemination of related materials.
- c. The Foundation solely owns all copyright interests in any Program Materials as provided in the Attachment A. The Grantee represents and warrants that the material produced by the Grantee under this grant will be original and not infringe upon any copyright or any other right of any other person, and has not previously been published.
- d. Any information contained in reports, publications, handbooks, studies or research funded as part of the Project shall be made available to the public following such reasonable requirements or procedures as the Foundation may establish from time to time, but in all events subject to the terms and conditions of the Agreement.

12. Use of Information:

During the Grant Period, the parties may disclose information of a confidential nature to each other. The provisions of the Agreement shall govern all confidential information and proprietary rights and limitations regarding all Project confidential information and intellectual property rights.

13. Financial Record Maintenance:

The Grantee shall record, classify and report all the Foundation financed costs in separate and segregated grant-specific financial accounts with a ledger and journal system that meets generally accepted accounting principles for institutions of its type. The Grantee shall maintain complete records of all costs charged to the grant for a period of three years after the expiration of the Grant Completion Date (as it may be extended) and make such records available to the Grant Administrator or its representatives for review at any time.

14. Non-Discrimination; Terrorist Activity:

- a. The Grantee shall not discriminate on the basis of race, color, religion, sex, sexual orientation, age, handicap, or national origin against (1) any person applying for employment or employed by the Grantee with respect to any personnel action proposed or taken concerning the Grantee or employee; or (2) any person seeking participation in, or the benefits or proceeds of, the Project supported in whole or in part by the grant.
- b. The Grantee acknowledges that U.S. Executive Order 13224 and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Grantee to ensure its compliance.

15. Modification:

This Agreement may only be modified by issuance of a formal written grant agreement modification notice signed jointly by the Grantee and the Foundation.

16. Grant Termination or Suspension:

The Grant Administrator on behalf of the Foundation may terminate this Agreement for any reason beginning 90 days after mailing of a registered letter by the Grant Administrator to the Grantee's official address as listed in Section 2. The Grant Administrator on behalf of the Foundation may terminate or suspend this Agreement for an indefinite period beginning 30 days after mailing of a registered letter by the Grant Administrator to the Grantee's official address as listed in Section 2. The termination or suspension pursuant to the previous sentence may be:

- a. For cause in the event that the Grant Administrator determines, in its sole discretion, that with reference to Attachment A, it is unlikely that the grant objectives and/or results will be achieved.
- b. For cause if the Grant Administrator determines, in its sole discretion, that the Grantee does not faithfully meet, or has not faithfully met, any one or more of the terms and conditions of this Agreement (subject to reasonable period for cure following notice) or Attachment A (including any applicable cure periods).
- c. For convenience in the event that the Foundation receives instructions from any of its funding contributors to either terminate or suspend this Agreement for any reason. The Grantee agrees to hold the Foundation blameless for termination or suspension of this Agreement pursuant to the terms of any award between the Foundation and its funding contributors.
- d. For cause in the event of Grantee's assignment for the benefit of creditors or admission in writing of its inability to pay its debts generally as they become due, the appointment of a receiver, liquidator or trustee of the Grantee, or an adjudication of the Grantee a bankrupt or insolvent, or the filing of any petition for bankruptcy, reorganization or arrangement pursuant to the federal Bankruptcy Reform Act, or any similar Federal or state statute by or against the Grantee; or any proceeding for the dissolution, reorganization or liquidation of the Grantee is instituted; unless any such appointment, adjudication, petition, or proceeding is involuntary and not consented to by the Grantee and the same is discharged, stayed or dismissed within 60 days after it is instituted.
- e. For mutual convenience when the Grantee and the Foundation agree to withdraw from this Agreement by mutual consent in writing.

17. Independent Organizations:

Each party is an independent organization. Nothing in this Agreement should be construed to constitute or create a partnership, agency relationship, joint venture, or equity or similar interest between the parties. No party has the power or authority to act on behalf of the other party, except as expressly authorized by such other party in writing.

18. Indemnification:

The Grantee shall indemnify, defend, and hold the Foundation, the Grant Administrator and each of their respective affiliates, successors and assigns and their agents, officers, members, directors and employees harmless from and against any and all losses, costs, claims, damages, liability, demands or expenses (including reasonable attorneys' fees and expenses) that may arise out of or derive in any way from (1) any breach by the Grantee of the covenants or agreements made in or pursuant to this Agreement or (2) the willful misconduct or gross negligence of the Grantee or its employees or agents. The provisions of this Section 36 shall survive termination of this Agreement for any reason.

19. Binding Agreement and Assignment:

This Agreement is binding on each of the parties and their respective successors and permitted assigns. The Grantee may not assign any of its rights or obligations under this Agreement without the prior written consent of the Grant Administrator. In no event shall such written consent relieve the Grantee of any of its responsibilities, duties or obligations under this Agreement, the Foundation may freely assign its rights and obligations under this Agreement.

20. Waiver and Remedies:

The failure of either party at any time to require performance by the other party shall in no way affect the right of either party thereafter to enforce the same provision, nor shall the waiver of either party of any breach of any provision in this Agreement be held or taken to be a waiver of any succeeding breach or as a waiver of the provision itself.

21. Compliance with Laws:

Each party agrees to comply with all applicable laws and regulations in the performance of its respective obligations under this Agreement.

22. Force Majeure:

The performance of this Agreement by each party is subject to acts of God, war, government regulation or advisory, acts and/or threats of terrorism, civil disorder, fire, flood, explosion, earthquake, disasters, accidents or other calamity or casualty, labor dispute, strikes or threats of strikes, curtailment of transportation facilities, and any other cause or circumstance beyond the control of such party making it illegal, impossible or impractical to perform its obligations hereunder. Either party may terminate or suspend its obligations under this Agreement if such obligations are delayed or prevented by any of the above events or circumstances to the extent such events or circumstances are beyond the control of the party whose performance is prevented. The party whose performance is affected by such circumstances shall notify the other in writing as soon as practicable, and shall use its best efforts to remove or remedy such circumstances as soon as possible

23. Governing Law, Venue and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois without regard to its conflict of law provisions that would otherwise cause the application of the laws of any other jurisdiction. Subject to Section 42, the parties agree that the exclusive jurisdiction and venue for any action relating to this Agreement will be a federal or state court in the state of Illinois and the parties hereby consent to such jurisdiction and venue.

24. Grant Administrator:

The Foundation reserves the right at any time and for any reason to remove or replace the Grant Administrator. In such event, the Foundation shall provide written notice to Grantee of the identity and related information for the new Grant Administrator.

[SIGNATURE PAGE FOLLOWS]

Statement of Agreement



If after having carefully reviewed all of the BASIC INFORMATION and the TERMS AND CONDITIONS of this Agreement, you in your capacity as your organization's designated representative fully and unconditionally agree with all of the above, you may enter into this Grant Agreement with the Foundation by initialing each page and affixing your signature below. This Agreement will become effective on the latest of the dates shown following the signatures below or as follows:

Date of Effect for Agreement _____

On behalf of the Academy of Nutrition and Dietetics Foundation:

Signature: _____ Date: _____

name, *Authorized Representative*

On behalf of _____

Signature: _____ Date: _____

XXX, *Authorized Representative*

Project Name Grant Agreement

Overview of Project Expectations

Insert overview

The grantee will be responsible for the following specific activities:

- **Insert activities**

Use of Grant Funds

The Grantee agrees that funds will be spent **insert specifics**.

Stature

Be recognized within the Academy/organization or the food and nutrition industry, scientific or academic communities. Name recognition and influence go a long way in attracting support.

Commitment

Have demonstrated strong financial commitment to the Academy Foundation and profession through a lifetime of contributions to the art and science of dietetics will qualify an individual for serious consideration.

History of Giving

Be donor and fund raiser. The appropriate candidate will have demonstrated their willingness to provide personal financial support before accepting the challenge of board service.

Comfort in the Ask

Be an individual who is comfortable asking colleagues, peers friends and neighbors for financial contributions. Individuals who have previously served on the Academy Foundation or other charitable organization's boards may be particularly skilled at this qualification.

Access to dollars

Have access to funding sources that align with the work of the Academy Foundation that enable the Academy Foundation to continue offering programs that support our members and benefit the public.

Embraces the Mission

Enthusiastically embrace the mission of the Academy Foundation to, through philanthropy, empower current and future food and nutrition practitioners to optimize global health. They will join the commitment to the expressed strategic direction of the Second Century vision.

Balance on the Board

Enhance the reach and effectiveness of the Academy Foundation. Board candidates should represent a diverse population and /or a unique practice area that complement the existing board composition. They will serve as a magnet to attract and retain a diverse donor base that will further enhance the effectiveness of out fund raising and grant making.

Agenda-Free

Put the Academy Foundation first. The right individual has everything to gain by serving on the Academy Foundation Board. He or she should make a meaningful contribution to the profession and impact the nutritional health of the public. Putting the Academy Foundation first should be the only agenda and that political and personal ambition be set aside for the duration of service. This person will serve as a champion for the Academy Foundation and Academy at the local and national level.

Non-Compete

Brings no conflicting interests to the table.

Characteristic of an Ideal Chair

In addition to those characteristics outlined above, an ideal chair would:

Have a broad interest in the Academy Foundation and understand the intersection of its relationship with all other aspects of the Academy and profession.

Exhibit leadership skills.

Possess the ability to communicate both internally to Academy members and externally to outside audiences.

Position Description

The Foundation Fund Raising Champion will serve a leadership role at the affiliate level and be responsible for creating awareness and visibility for the Academy Foundation and for fundraising at the Affiliate level for the Academy Foundation Annual Fund and other Foundation programs or initiatives. The Academy Foundation staff and its Foundation Manager will work directly with volunteers serving in this role, providing support and resources (sample appeals, newsletter articles, social media postings, content and local impact data) to continually deliver new messages, fund raising ideas and opportunities to get involved.

Position Responsibilities

- Serve as the point person for receiving communication and resources from the Academy Foundation.
- Educate the affiliate about the Academy Foundation vision and goals, ways to get involved and need for dollars through the resources provided by the Foundation.
- Work within the affiliate to ensure ongoing communication is distributed to members about the Foundation via the group's media channels, including but not limited to email, newsletter content, website content, social media in an effort to create awareness and involvement.
- Highlight affiliate members who have been involved or benefited from Foundation programs
- Encourage participation and involvement in Foundation activities (scholarships/awards/mini-grants/toolkits) with all levels of membership (students, young professionals, active and retired members)
- Raise money for the Foundation directly through special events and indirectly through messaging to donate during membership renewal or online. Encourage affiliates to budget for and contribute to the Foundation annually, providing matching funds or challenges for individual member gifts.
- Provide brief quarterly reports on communications and fund raising efforts to the Foundation
- Work closely with the newly created Second Century Liaison volunteer position at the affiliate to coordinate messaging and efforts, or consider combining both volunteer leadership roles if necessary.

Overview of Position

- One year term length suggestion
- 3-5 hours per month to coordinate communication, interact with Academy staff and respond to inquiries.

Affiliate leaders should email dpgmigrelations@eatright.org with the name and member ID number for the individual assigned to this role.

All questions about the Foundation Fund Raising Champion position can be directed to Paul Slomski, Foundation Manager, (312) 899-1746, pslomski@eatright.org, who will manage and be the point of contact for this position at the Academy.

Characteristics of a good Foundation Fund Raising Champion could include:

- Active participant in affiliate events
- Past scholarship or award recipient of the Foundation
- Current donor
- Excellent writing skills or affinity to write
- Active on social media

Research Model: Academy of Nutrition and Dietetics Foundation

Potential research funders may be identified by the Academy of Nutrition and Dietetics Foundation (Foundation) or Research and International Scientific Affairs (RISA) teams, or funders may approach either team about opportunities. The following identifies the research funding model between the Foundation and RISA for industry and industry foundations.



The purpose of this research funding model is to increase the firewall between funders and research being conducted by the Academy with the intent to reduce or eliminate any real or perceived influence by funders and to create opportunities mutually beneficial to both teams.