

# Grant Guidelines

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**1.** It is understood that your organization is exempt from tax under Section 501(c)(3) of the Internal Revenue Code (“IRC”) and is an organization described in IRC Section 509(a)(1) or (2). It is not classified as a private foundation. This status has been confirmed by filing copies of any and all IRS rulings or determination letters with Grantor (Amalgamated Charitable Foundation). Your organization is required to notify Grantor immediately of any changes in your tax status, including changes proposed by the IRS and an actual revocation, whether or not appealed.

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**2.** Any funds not expended or committed for the purposes of this grant, or within the period stated earlier, must be returned to Grantor. While this is not anticipated or common practice, Amalgamated Charitable Foundation may notify you if it determines, after careful consideration of the information available to it, that the grant is not used for purposes specified or is not reasonably in the interest of the general public. In addition, Grantee will return any unexpended funds if Grantee loses its exemption under IRC section 501(c)(3).

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**3.** Grantee shall not use any portion of the grant funds: (i) to participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office (including the publishing or distribution of statements); (ii) for any effort to induce or encourage violations of law or public policy; (iii) to cause any private inurement or improper private benefit to occur; or (iv) in any manner inconsistent with charitable purposes defined under IRC Section 501(c)(3).

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**4.** **GENERAL SUPPORT:** If this grant is specified as “general support” in the “grant purpose box,” it is a general support grant. It is not earmarked or designated for any: (1) project or specific activity; (2) lobbying as that term is defined under IRC Sections 501(c)(3) and/or 501(h) and 4911; or (3) for transmittal to any other entity or person, whether or not mentioned in any proposal or other correspondence from you. Grantee accepts full control of the grant and its disposition and responsibility for complying with this Agreement’s terms and conditions. If any grant funds are provided to another organization, Grantee agrees to ensure that such grantee complies with all of the terms and conditions of this Agreement.

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**5.** **PROJECT SUPPORT:** If this grant contains a specific project purpose or details in the “grant purpose” box, it is considered a project support grant. The grant is not earmarked or designated for: (1) lobbying as that term is defined under IRC Sections 501(c)(3) and/or 501(h) and 4911 and may not be used for lobbying; or (2) transmittal to any other entity or person, whether or not mentioned in any proposal or other correspondence from you. If requested, Grantee will provide a brief narrative and financial report on the use of the funds to the grant contact listed in the grant award letter. If requested, the financial report should summarize revenues and expenditures organization wide. Further details on reporting, including additional questions specific to grant, may be communicated directly by the Grantor. Any submitted report should include the following certification in the report:  
*“Grantee warrants that it is in full compliance with its Grant Agreement with Grantor and that all restrictions, including the specified limits on use of the funds for lobbying and the prohibition on the use of the grant funds for political activities, set forth in that Agreement have been observed.”*

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**6.** **AMALGAMATED COMMITMENT TO HUMAN RIGHTS:** Grantee agrees to comply with the restrictions and expectations related to “hateful activities” and safeguarding as outlined in the Amalgamated Commitment to Human Rights (page two of this document).

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The above guidelines supersede any prior oral or written understanding or communications between Grantee and Grantor and constitute our entire agreement with respect to the grant. Neither this letter nor any other statement, oral or written, nor the making of any grant, shall be interpreted to create any pledge or any commitment by Grantor to make any other grant to Grantee.

## » AMALGAMATED FOUNDATION

### Commitment to Human Rights

#### HATE IS NOT CHARITABLE

The Amalgamated Foundation prohibits any support of organizations engaged in “hateful activities” defined to mean activities that incite or engage in violence, intimidation, harassment, threats, or defamation targeting an individual or group based on their actual or perceived race, color, religion, national origin, ethnicity, immigration status, gender, gender identity, sexual orientation, or disability. These activities are contrary to the Foundation’s mission and its charitable status. By accepting a grant from the Foundation, Organizations agree to comply with this policy’s prohibition on “hateful activities.”

#### SAFEGUARDING

The Amalgamated Foundation understands ‘safeguarding’ to mean taking all reasonable steps to **prevent** harm that arises from coming into contact with our staff or programs delivered directly or through partners - particularly sexual exploitation and abuse. Safeguarding includes taking steps to **protect** people, especially children and adults at risk, from that harm by **responding** appropriately when harm does occur.

#### Amalgamated Foundation commitments:

- Amalgamated Foundation is committed to preventing harm to children and adults at risk, and does not tolerate any form of harm to children and adults at risk within the Amalgamated Foundation’s working environment.
- Amalgamated Foundation shall ensure that the necessary checks are in place to reduce the risk of unsuitable people entering the organization for the purpose of exploiting and harming children and adults at risk.
- Amalgamated Foundation has a [Whistleblower Policy](#) aimed at encouraging a culture of accountability where staff are confident that they can raise any matter of genuine concern regarding people working in the Foundation without fear of reprisal and knowing that matters will be investigated appropriately and regarded as confidential.

#### Expectations of Grantees:

Grantees of the Foundation are expected to embrace these principles of safeguarding:

- Safeguarding is everyone’s responsibility and all individuals associated with Amalgamated Foundation must be vigilant on matters of safeguarding and must report any concerns or suspected wrongdoing to Amalgamated Foundation or an Amalgamated Foundation partner.
- The best interests of children and adults at risk shall be central in all decisions and actions relating to safeguarding.
- All children and adults at risk regardless of their age, gender, ethnicity, religion, physical, mental or other disability, social, civic or health status, sexual orientation, gender identity, economic disadvantages, indigenous status, or migration status shall be treated with respect and dignity.
- All safeguarding action shall be conducted in a timely, fair and transparent manner.
- Confidentiality shall be maintained at all stages of the process when dealing with safeguarding concerns. Information relating to the concern and subsequent case management should be shared on a need to know basis only, and should be kept secure at all times.