### Hello!

Thank you for your interest in forming a Rehumanize Chapter.

In order to truly transform our world, we must first transform our communities.

As a Rehumanize Chapter, you will have the opportunity to build a physical, committed, connected community, engage each other and your region in intentional activism and service, and rehumanize the culture through education and outreach.

The modern world is plagued both by violence and a sense of apathy about or acceptance of that violence. As activists and organizers, it is critical that we unsettle this status quo. We must agitate against the systems and institutions of injustice and confront those who uphold and defend them. Fundamentally, this work is that of "changing hearts and minds." The most effective way to do this is regular, in-person contact with both those who agree and disagree on these vital issues. In other words, if the problem is violence and dehumanization: the answer is connection, community, and *rehumanization*.

Humans are fundamentally both rational and social creatures, who desire community and affirmation of their human dignity. Recent trends of political and religious disaffiliation among young people as documented by Pew, Gallup, and other polls, point to an underlying desire for consistency and authenticity. And as social creatures who seek community and affirmation of human dignity, our answer to social concerns must fundamentally come in conjunction with the creation of a community, a feeling of belonging, and lasting resources. The level to which our communities are human-centered depends on us. This is why your work will be vitally important.

Our work is more than saying *no* to violence. In your community, you will be saying *yes* to human connection, *yes* to the needs of the vulnerable, *yes* to life. But that is not an abstract *yes*. Saying *yes* to the value of each individual human being fills the dehumanizing void created by a culture of death. Being a Rehumanize chapter will provide you with the network and resources to help build a culture of life in your region. Our goal is to help you make your ideals and commitment to ending all instances of violence against human beings a concrete reality.

Within the structure of your Rehumanize Chapter, you have the foundation to create what has always been at the root of successful societal transformation: culture and community. You will be supported and offered opportunities to train and learn from our core team. As an affiliate of a national 501(c)(3), as your chapter grows you will also have the ability to incorporate and function as a non-profit, which means your outreach and service can be backed financially through tax-deductible fundraising. Your chapter will have the practical support to educate, connect, and restore that which a culture of violence deforms: the sense of the deep value and dignity of each individual person.

We are excited to equip you and your fellow chapter groups with the tools to holistically address every type of violence in the world today. The Consistent Life Ethic, our founding philosophy, enables us to respond to every instance of violence by seeing the inherent dignity of each human being and suggesting a nonviolent alternate response. From abortion to war, capital punishment to euthanasia, no act of aggressive violence against a human being is acceptable. As an official chapter, you have the opportunity to foster social, political, and *individual* transformation with an enthusiastic *both/and* approach. We are a radically inclusive, secular, non-sectarian, non-partisan collection of pro-human individuals, and as a Rehumanize Chapter group, you have the opportunity to join us.

As a Rehumanize Chapter, you will have the foundation to do something incalculably impactful: rehumanizing individuals discounted in our culture, revealing the dignity and humanity of each life—from conception to natural death.

Once again, welcome! We're looking forward to supporting you every step of the way as you build an intentional, human-centered world—starting in your community.

For Life,

### **Herb Geraghty**

Executive Director, Rehumanize International herb@rehumanizeintl.org | (412) 419-1483



### WHAT IS REHUMANIZATION?

Rehumanization means restoring the dignity of full humanity to our fellow human beings, to "transfer our own understanding of how difficult and beautiful and awful and awesome it is to be human" to every single human being. Practically speaking, this understanding is what forms the basis for our consistent and passionate activism, as we seek to abolish the violent acts of abortion, war, capital punishment, assisted suicide, police brutality, euthanasia, torture, and all forms of aggressive violence and abuse against human beings.

# WHAT IS A CHAPTER?

A Rehumanize Chapter is an affiliate of Rehumanize International, formed with the purpose of ending aggressive violence against humanity, and forming a human-centered culture within a specific community. This culture of life is created and strengthened by filling the voids of disconnection which allow violent acts and ideas to dehumanize

our fellow human beings. Chapters engage in rehumanizing acts in the form of activism, service, educational and creative events, and recreation as a group.

As a recognized affiliate of Rehumanize International, they are able to operate as a micro-nonprofit under the supervision of an established 501(c)(3) non-profit. Chapters can also fundraise for outreach and community engagement, and use unique Rehumanize International-created physical and digital materials.

# WHAT WILL THE CHAPTER LOOK LIKE?

At Rehumanize International, we want to give you the freedom to create a chapter that best fits your region's needs and capacity.

Local Consistent Life Ethic activism can often look very different depending on where you live. If you live a couple hundred miles from an abortion clinic, for example, your group likely won't be doing a lot of sidewalk advocacy. One of your first activities as a group will be to complete an assessment of your region to determine

what institutions of violence and inequity exist and what resources already exist to combat them.

In addition, what your group looks like will largely depend on you! We want to value autonomy when it comes to structure and style, while ensuring that you comply with basic legal requirements that all nonprofits must meet. That said, how you operate depends on your goals and vision for your specific community. Here at headquarters, we want to help empower and assist you in any way you need — not control or micromanage you.

In a chapter's early stages, you may not need a traditional board of directors. However, if you want to fundraise using the Rehumanize International 501(c)(3) status there will need to at least be a Chapter President/HQ Liaison and a Treasurer. You could also choose to organize your chapter as a mutual aid society, forgoing the ability to accept tax-deductible donations. See following pages for more information on fundraising.

As with many things, you will get back what you are willing to put in.

We recommend meeting in person at least twice a month for either social or mission-based events but ultimately, what you do is up to you!



### WHAT WILL MY CHAPTER DO?

*Service*: When we serve we see the *human* in someone else and put their lives in a place of equality to our own.

#### Some examples:

- Sidewalk advocacy outside an abortion facility
- Host a fundraiser or items drive for a local service non-profit (think: pregnancy center, domestic violence shelter, immigrant and refugee resource center)
- Write letters to incarcerated people, including those on death row
- Volunteer at a soup kitchen or food bank or set up a free box in the public square
- Visit with residents at a nursing home or maternity home
- Organize a blood drive
- Help elderly or disabled community members with yard work or chores
- Create and distribute portable first-aid and toiletry kits for people experiencing homelessness

Activism: When we organize and demonstrate against dehumanizing injustice, against violent acts and laws, and against societal or cultural violence or practice, we are defending our fellow human beings, and rehumanizing them by our presence.

#### Some examples:

- Attend the National March for Life (or your local/state march!)
- Organize an anti-war rally in your city
- Campaign to local institutions (think: banks, universities) to divest from the military-industrial complex, the abortion industry, or private prisons and detention centers
- Speak to your elected officials
- Host speakers and teach-ins on Consistent Life Ethic topics
- Hang up flyers

Art: When we create, experience, or share art we are looking at the world from another's perspective, and with unavoidable practical empathy, feeling and experiencing that another "has hopes, dreams, fears, ambitions, love and remorse, a future and a past."



#### Some examples:

- Host a poster-making night or art build for an upcoming rally
- Get together to work on submissions for Create | Encounter or a local arts event
- Use sidewalk chalk to take your art to the streets
- Hold a knitting/crafting night to create hats and blankets to donate

Street Sesh: The public square is commonly full of dehumanizing messages — if not overt, then covert in the quiet desperation of lives ignored. We set up a table, bring literature, and get ready to have open, meaningful conversations. The goal is 1) rehumanize through interaction and 2) get as much Consistent Life Ethic material to as many people as possible. Rehumanize International can send you all the materials you need (including files of some of our materials for you to print out) or you can create your own!

#### WHAT YOU CAN'T DO AS A CHAPTER

There is a lot you can do as a chapter to build a culture of life in your region; however, there are some things you need to avoid.

 Obviously, you cannot commit any acts of violence to advance your cause.

- Your chapter cannot endorse any candidates for public office.
- Your chapter cannot support causes contrary or unrelated to the mission of Rehumanize International.
- You can support specific legislation, but you cannot devote more than 10% of your efforts to this type of activity.
- We ask that you do not break any laws during your activism.

We understand that many activists in peace, social justice, and pro-life organizing have utilized the practice of nonviolent civil disobedience to achieve their worthy goals; however, Rehumanize International cannot endorse or participate in any such actions nor can we fundraise for legal fees related to civil disobedience. This is to ensure that our standing with the IRS—and therefore our work as an organization as a whole—is not put in jeopardy.

That said, being a leader or member of a Rehumanize Chapter does not preclude you from doing things like civil disobedience, electioneering, or working on unrelated issues in your personal life. You just cannot do these things in your official capacity as a Rehumanize Chapter.

If you are ever unsure if a planned action, campaign, or event is allowed, always feel free to contact the Rehumanize main office and ask us: herb@rehumanizeintl.org

### **GETTING STARTED**

So you're ready to form a chapter! We will need a few things from you first.

First, you need to recruit members! We recommend making a Google Form that you can send out to collect contact information from people in your region who may be interested in helping create the chapter. Send the form to your friends and post it on social media, especially in groups where you think there will be people interested in joining, think: local pro-life, peace, or social justice groups.

Once you have a core group of at least 3-5 people, you then should get together to complete a needs and resources assessment. This will both help your group understand and prioritize the work you will be doing and give the Rehumanize main office the information we need to best serve you.

After you send the email with the intro assessment, we can plan a meeting to discuss incorporating you as an official chapter of Rehumanize International. At that meeting, we will answer any questions you have and start the process of signing the Chapter Constitution. Once we sign the Chapter Constitution, you will be given a logo and other branding materials as well as permission to create an official email address and social media pages for your chapter.

To sign the Constitution, at least **three people** from separate households must be willing to step up to fill the **three roles** that are required in order to sign the constitution:

**HQ Liaison:** Responsible for keeping in contact with the central Rehumanize International team.

- Meets monthly or sends brief monthly updates about group membership, contact information, activities, needs, concerns, or anything else that needs to be addressed.
- Requests literature, visits, speakers, etc. from HQ.

Depending on the structure of your group, the role of HQ liaison can either be filled by an elected President, VP, or other office holder or simply by a volunteer.

**Secretary:** Responsible for maintaining all internal and external communications within the chapter.

Runs the internal communication for

#### **REGIONAL INTRO ASSESSMENT**

Take the time to research and write down the answers to some of these questions to assess your regions needs:

Does our state still issue the death penalty? Yes | No

Does our city have an operating abortion facility? Yes | No

Is there an immigrant detention facility near us? Yes | No

Are you located near a military base? Yes | No

Is military recruitment allowed in your local schools? Yes | No

Is assisted suicide legal here? Is there an effort to make it legal? Yes | No

Is our local police force able to be held accountable for potential abuse? Yes | No

Do we live in or near our state's capital? Yes | No

What do you see as some pressing needs of your fellow community members:

In addition, research what organizations and institutions already exist locally that you may want to partner with or promote in the future. Consider:

- Pro-life pregnancy centers, maternity homes, or advocacy organizations
- Prison letter-writing groups
- Racial justice organizations
- Homeless shelters
- Immigrant legal resources
- Disability self-advocacy groups
- Peace or human rights organizations

Also take this time to think about what motivates the individual members of your group. What issues are you most passionate about? What kind of activism and service do you enjoy doing? What made you want to help start this chapter in the first place?

Once you have completed this step, compile your notes and send them to herb@rehumanizeintl.org with the subject line REHUMANIZE [REGION] INTRO ASSESSMENT.

the chapter (we recommend having a Signal group chat, GroupMe, Slack channel, Google Group or something similar. Note that a member of the Rehumanize HQ staff must also be added to whatever communication platform you choose)

• Maintains the email list.

**Treasurer:** Responsible for financial recordkeeping and fundraising. This role must be filled in order to receive funds from Rehumanize International for outreach, events, or materials.

- Keeps receipts and records of money spent by the group.
- Requests reimbursements from the main office.
- Decides when to set up, with the other group members, a joint bank account or paypal account for group funds.
- Ensures that donor funds are spent responsibly and in accordance with donor intentions.

Next, you're ready to sign onto the attached Chapter Constitution and officially affiliate with Rehumanize International!

**REHUMANIZE [REGION/CITY] CONSTITUTION** I. Rehumanize \_ is a legal affiliate of Rehumanize International ("RI"), and as such, has limited independent organizational status. The affiliate will function in partnership with and under the supervision of RI under the group exemption model, II. Affiliate's mission and purpose is to found, develop, and foster a human-centered community, and by action, education, and discourse (based upon the Consistent Life Ethic) to end dehumanizing violence. III. To end aggressive violence against human beings through community, action, discourse and education. To positively create a culture in which violence against all humans, both born and preborn, is unthinkable. To create a world in which violence against any class or individual human being popularly or legally dehumanized, is unthinkable. IV. The chapter shall, with the support of RI staff, plan activism and outreach events within the chapter's region. V. This constitution may be amended solely by an official request submitted to the Rehumanize International Executive Director. VI. The chapter will use the RI name, logos, and resources only for official events and activities of the chapter. VII. If the above principles are violated by the Chapter group, Rehumanize International reserves the right to disaffiliate and thereby revoke 501(c)(3) status and use of the Rehumanize Chapter name. All Chapter events & community outreach/service are open to the general and greater community. Any person residing in the region in which the Chapter is based, may attend, participate, and be counted as a full-member of the Rehumanize Chapter group. **FUNDS** I. Before chapter groups are incorporated with their local state, individual members may use their own funds to perform chapter events. No funds raised under the 501(c)(3) status may be deposited into individual member accounts without prior authorization from Rehumanize International leadership, signature of the Memorandum of Understanding attached to this document, and agreement from chapter membership. Prior to incorporation, chapter groups may fundraise through RI corporate with the designation/memo "REHUMANIZE II. To receive reimbursement for expenses incurred while carrying out approved program activities, the treasurer shall submit receipts and an affiliate expense report to access funds raised through corporate and designated for said regional Rehumanize Chapter. Or, the treasurer shall submit a grant request and outreach/service plan to the Executive Director to access funds prior to incurring expenses. Once the money has been spent, the treasurer must submit an affiliate expense report and copies of receipts. III. Chapter groups shall, once incorporated, use a local banking institution and create a small business non-profit account that may be used to deposit and hold any funds raised under the 501(c)(3) status. By signing this document, I agree: 1. To serve as leader of the Rehumanize \_\_\_ \_\_ Chapter of Rehumanize International; 2. That serving as an organizer is a role in which my actions may have greater than personal impact, and reflect upon Rehumanize International as a whole; 3. Not to use the Rehumanize name, logo(s), materials, funds, and other property for any personal or outside purpose aside from the mission of ending aggressive violence against humanity, as stated in the CLE-based Rehumanize International mission statement; 4. Not to endorse or oppose a particular candidate within the political process as an official representative of Rehumanize International, or this Chapter thereof; 5. To serve with humility, and work with intentionality, to promote human dignity, to live according to principles of non-violence, and in that capacity to speak and present professionally & courteously at all times; and 6. To work with the goal of making the violence of abortion, unjust war, euthanasia, etc. unthinkable, and to rehumanize through purposeful action and relationship on the basis of the Consistent Ethic of Life. Adopted this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_.

1. HQ Liasion's Signature	3. Treasurer's Signature
Printed Name	Printed Name
2. Secretary's Signature	4. Rehumanize International Executive Director Signature
Printed Name	Printed Name

# FUNDRAISING AND LEGAL ASPECTS OF CHAPTER MEMBERSHIP

While most of the sections of this document will be the same for chapters, wherever they are located, this section will primarily address chapters located within the United States of America. The laws that govern nonprofit operations vary dramatically by country.

International groups will need to register as applicable as nonprofit organizations in their own country and follow nonprofit laws relevant to their specific circumstances. Many organizations exist around the world to assist not-for-profit and charitable organizations get established. We also recommend you develop connections with other issue-specific organizations which may be good partners, both for individual events as well as organizational mentorship. Fundraising for international groups is limited to Canadian chapters, except on a case-by-case basis.

Transparency is a primary value of our organization, as well as a legal responsibility Rehumanize International must fulfill in order to maintain our tax-exempt status. We encourage you to make financial conversations a regular part of your chapter leadership meetings.

#### THE NONPROFIT LIFECYCLE

Local chapters of Rehumanize International are in the first stage of a five stage process all nonprofit organizations go through called the Nonprofit Lifecycle. Organizations begin in the **start-up** phase, they pass through the **growth** phase, they reach **maturity**; then eventually they **decline**, and they are **dissolved**.

New chapters of Rehumanize International are in the start-up phase; we envision them growing and one day reaching maturity. Most currently operating nonprofit organizations have not yet reached the decline phase and some may not for decades or hundreds of years, since the need they were created to address has not been resolved and their methods continue to successfully address that need.

Donations to nonprofits in the United States are tax-deductible because nonprofit leadership make a commitment to never distribute the remainder of their organization's assets to the leadership, if their organization ever does reach the dissolution stage of the nonprofit lifecycle.

While we do not anticipate any chapter dissolving in the near future, it is important to plan for dissolution if circumstances in an area substantially change. In the event that a Rehumanize Chapter dissolves, any funds remaining in Rehumanize International designated for that chapter will be distributed to other nonprofit organizations in that chapter's region which address similar needs as that Rehumanize Chapter did. Also, local Chapter leadership, by signing this constitution, commits to distributing any funds in their chapter's possession to similar organizations. This also includes any possessions owned by the chapter; they must be sold, given away, or returned to Rehumanize International for distribution. Finally, the rights to use the local chapter name and logo will revert to Rehumanize International. They will be reassigned to a local chapter in that same region if one ever arises.

Finally, if a chapter disaffiliates from Rehumanize International because it decides to form an independent, non-related organization to pursue an unrelated mission; or the mission, values, and practices of the local chapter substantially change; or other circumstances arise including the dissolution of Rehumanize International itself, Rehumanize International reserves the right to distribute any remaining funds in its keeping designated for that chapter to local organizations which the board of directors of Rehumanize International judges will best fulfill the mission of Rehumanize International. The chapter name and logo will also revert to Rehumanize International if the organization continues to exist.

However, if a chapter decides to form an independent nonprofit organization with independent 501(c)(3) status *maintaining* the mission, vision, and values of Rehumanize International, disaffiliation is NOT required and the chapter name and logo will NOT be reassigned to another local group. In that case, the chapter will simply have reached maturity, which is the ultimate goal of our chapters program. Rehumanize International will no longer serve as that organization's fiscal sponsor and funds will be distributed to that independent organization.

#### WHAT IS A FISCAL SPONSOR?

"A fiscal sponsor is a nonprofit organization that provides fiduciary oversight, financial management, and other administrative services to help build the capacity of charitable projects." Some chapters located in the United States may want to fundraise through Rehumanize International. In that case, Rehumanize International would serve as a fiscal sponsor for that group.

#### WHAT IS REQUIRED BEFORE A CHAPTER CAN FUNDRAISE THROUGH REHUMANIZE?

First, a chapter must agree to all terms in the chapter constitution.

Second, a chapter must have at least two active members, including one treasurer. If chapter membership drops below two members, Rehumanize International retains the right to stipulate that additional members must be recruited before new funds can be disbursed.

Third, the chapter must have a valid mailing address. This can be an individual member's address, but all chapter members will be made aware of what amount of money or goods is being sent.

Fourth, before the first disbursement of funds, the chapter must sign a Memorandum of Understanding acknowledging Rehumanize International as their fiscal sponsor and agreeing to the terms in the MOU.

Fifth, as money is collected at Rehumanize International for disbursement to the chapter, at least two chapter members must sign off on each fund disbursement request. At least one of those individuals must be the current Chapter Treasurer.

Note: All chapter financial records will be made available in a summary form to donors to that chapter, as well as in more detailed form to other members of that chapter; contact either sarah@rehumanizeintl.org or herb@rehumanizeintl.org for information.

#### WHAT CAN FUNDS BE USED FOR?

Any Chapter in the US can fundraise in order to pay for Rehumanize International materials and merchandise, regardless of whether they have signed the memorandum of understanding. Depending on the item and quantity, we may mail items from the office or have them shipped directly from the printer to the chapter. International chapters can also fundraise for this purpose to a limited extent, depending on the country—contact Rehumanize International for information about your individual country.

If a Chapter wants to fundraise for operational funds, the MOU attached to the end of this document must be executed before any funds can be disbursed to the organization. Funds must be used for purposes in agreement with the stated principles of the local chapter as well as with the mission and vision of Rehumanize International.



#### **HOW TO FUNDRAISE:**

Chapters are responsible for making it clear to donors that in order for the donation to go to their programs, the donor must clearly mark the donation as designated for their fund. Donors are responsible for making it clear which chapter is to receive the donations. If the purpose of the donation is not clear, the donation will be used for maintenance of the chapter program generally, which may include grants to individual chapters.

Donors may donate to Rehumanize chapters through the specific chapter donation link:

https://www.paypal.com/donate/?hosted\_button\_id=397B8EES4ULTL

Chapters can embed the button on their own website using this HTML code:

```
<form action="https://www.paypal.com/donate" method="post" target="_top">
<input type="hidden" name="hosted_button_id" value="397B8EES4ULTL" />
<input type="image" src="https://www.paypalobjects.com/en_US/i/btn/btn_donate_LG.gif" border="0" name="submit" ti-
tle="PayPal - The safer, easier way to pay online!" alt="Donate with PayPal button" /\!\!>
<img alt="" border="0" src="https://www.paypal.com/en_US/i/scr/pixel.gif"
height="1"/>
</form>
```

Or can share the Chapter Donation QR Code:

Rehumanize International also has the Chapter donation button on the https://www.rehumanizeintl.org/community page.

Donors can sign up to give as monthly donors through the Chapter donation page, but to designate which chapter it must go to, must send an email with the designation to info@rehumanizeintl.org or sarah@rehumanizeintl. org. Chapters are responsible for conveying this information to their donors.



Rehumanize International can also accept donations by check made out to "Rehumanize International" mailed to the office at 309 Smithfield St, STE 210, Pittsburgh PA 15222. Ensure the memo line states "Chapter Program: REHUMANIZE [CHAPTER NAME]". Please ensure that donors are aware that they must include a chapter designation on the check or with the envelope or else it will not be included with a specific chapter's funds.

#### OTHER CONDITIONS

In order to ensure the continuation of the Chapters program, a flat 7.5% fee will be assessed from the gross donation. The fee assessed may be less but will not be more. For example, if the donation is \$10.00, the fee assessed will be at most \$0.75. This will also allow for equitable distribution of resources and materials to groups who are unable to fundraise due to socioeconomic circumstances in their region.

We recommend that chapters who receive more than \$3,000 in donations each fiscal year investigate whether to incorporate as a nonprofit corporation in their state, so they can open a chapter-specific bank account. If they do that, Rehumanize International will require funds raised through Rehumanize International to be deposited into that bank account.

As outlined in the Memorandum of Understanding, Rehumanize International is responsible for ensuring that funds raised under the Rehumanize International 501(c)(3) designation are spent in accordance with our nonprofit purposes. If we have evidence that a given treasurer is not carrying out their duties with due diligence or especially if the treasurer is misappropriating funds, we reserve the right to request the appointment of an alternate treasurer.

# — MEMORANDUM OF UNDERSTANDING — FISCAL SPONSORSHIP AGREEMENT

This Fiscal Sponsorship Agreement (this "Agreement") is entered into by and between Rehumanize International, formerly known as Life Matters Journal Inc. ("Sponsor"), and, ("Grantee").
This Agreement shall be effective as set out below at Section 1.
RECITALS
A. Sponsor has an Internal Revenue Service ("IRS") determination letter of qualification under Section $501(c)(3)$ of the Internal Revenue Code of 1986, as amended (the "Code") and is classified as a public charity under Code Sections $509(a)(1)$ and $170(b)(1)(A)(vi)$ . EIN: $45-5151491$ .
Sponsor's purposes include charitable, educational, and scientific purposes, including the making of distributions to organizations that qualify as exempt organizations under the section $501(c)(3)$ of the Internal Revenue Code or corresponding section of any future federal tax code.
The business activity of Rehumanize International is to create a forum inclusive of a diversity of political, religious, and philosophical viewpoints for education, discourse, advocacy, and social action relating to issues concerning the protection of human life from all forms of violence, the eradication of legalized violence, and promoting the general flourishing of all human life.;
B. The Grantee was formed on and does not have an IRS determination letter of qualification under Section 501(c)(3) of the Code. The Grantee's purposes include;
C. In furtherance of its charitable purposes, the Grantee operates programs (the "Sponsored Program Activities") and has been approved as a Chapter by Rehumanize International leadership including the Board of Directors, and has submitted a grant proposal outlining proposed activities ("Grant Proposal") which has been approved by Sponsor's staff and is attached hereto as Exhibit A;
D. The Grantee desires to have Sponsor act as its fiscal sponsor for the purpose of soliciting and receiving gifts, grants, contributions and other revenues (collectively, "donations") and distributing such funds to the Grantee, subject to Sponsor's oversight, to be used exclusively in support of the Sponsored Program Activities;
E. Sponsor's board of directors has determined that the Sponsored Program Activities furthers Sponsor's charitable goals and tax-exempt purposes. Sponsor's board of directors has authorized Sponsor to enter into a fiscal sponsorship agreement with the Grantee whereby Sponsor will receive donations on its own behalf and disburse such funds to the Grantee in support of the Sponsored Program, in accordance with the terms and conditions of this Agreement.
NOW, THEREFORE, the parties hereby agree as follows:
1. Effective Date. This Agreement shall become effective on, 20
2. Fiscal Sponsorship.
a. Sponsored Program Activities. The Grantee's officers shall act as principal coordinators of the Sponsored Program Activities. Sponsor retains oversight authority to ensure that the funds disbursed by Sponsor to the Grantee in support of the Sponsored Program Activities are used for their intended charitable purposes.

b. Receipt and Disbursement of Funds; Variance Power. In connection with its sponsorship of the Grantee, Sponsor agrees to receive donations that are designated as made in support of the Sponsored Program Activities ("Sponsored Program Funds"). Sponsor anticipates granting Sponsored Program Funds to the Grantee, in furtherance of the Sponsored Program (less any administrative charge set out below). Upon request by the Grantee, Sponsor will disburse Sponsored Program Funds to the Grantee, assuming sufficient funds are available; provided, however, that in order to receive further disbursements the Grantee must be in compliance with all of its obligations under this Agreement, including specifically the reporting requirements set forth in Section 5 hereto, and further provided that the date and amount of each disbursement of Sponsored Program Funds shall be within the discretion and control of Sponsor. The Grantee assumes the risk that any funding source may exercise its discretion not to grant or not to appropriate funds to Sponsor for the support of the Sponsored Program. The parties intend that this Agreement be interpreted to provide

Sponsor with variance powers necessary to enable Sponsor to treat the Sponsored Program Funds as Sponsor's assets while this Agreement is in effect. Sponsor, in its sole discretion, shall have the right to withhold, withdraw, or demand the immediate return of any Sponsored Program Funds if, in Sponsor's reasonable judgment, the Grantee materially breaches this Agreement or cannot accomplish the purposes of the Sponsored Program Activities. Sponsor retains the right, in its sole discretion, to redirect the Sponsored Program Funds to a different charitable purpose or beneficiary if the purpose of the Sponsored Program Activities become unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community served by Sponsor.

- c. Substantiation of Charitable Donations. Sponsor agrees that all Sponsored Program Funds will be reported for federal tax purposes as contributions to Sponsor and further agrees to acknowledge receipt of such Sponsored Program Funds in writing to donors, as required under federal tax law, and to furnish evidence of Sponsor's status as an organization qualified under Section 501(c)(3) of the Code to donors on request.
- d. Administrative Charge. Sponsor will retain an administrative charge to cover the costs associated with its management of the Sponsored Program Funds and other administrative expenses associated with this Agreement. This administrative charge shall be: seven point five percent (7.5%) of the gross amount of the Sponsored Program Funds received by Sponsor annually. Administrative fees may be waived at the discretion of the Sponsor.
- **3. Review by Sponsor.** Sponsor and its representatives shall be given full access to the books, records, and senior management and financial personnel of the Grantee with respect to the Sponsored Program Activities as Sponsor may reasonably request. Sponsor may, at its own expense, conduct an independent financial audit and/or program audit of the Grantee's books and records in relation to the charitable activities for which Sponsor has disbursed Sponsored Program Funds.
- **4. Financial Accounting and Reporting.** Sponsor and the Grantee will maintain books and financial records for the Sponsored Program in accordance with generally accepted accounting principles, shall retain records as long as required by law and shall make records available to auditors as required by law. The Grantee will reflect the activities of the Sponsored Program, to the extent required, on its state and federal tax and information returns and financial reports. All disbursements from the Sponsored Program Funds shall be made payable to the Grantee.

#### 5. Grantee Reporting Requirements.

- a. Reports to Sponsor. The Grantee shall submit full and complete quarterly reports to Sponsor on the progress of the Sponsored Program Activities. Such reports shall be due within thirty (30) days of the end of each calendar quarter, for so long as this Agreement remains in effect. Such reports shall describe the Grantee's use of the Sponsored Program Funds, compliance with the terms of all grants, and the progress made by the Grantee in accomplishing the purposes of the Sponsored Program Activities.
- b. Reports to Funding Sources. The Grantee will provide all information and prepare all reports, including interim and final reports, required by Sponsor to satisfy any funding sources, subject to Sponsor's final review and approval.
  - **6.** *Notices. All notices or reports under this Agreement shall be addressed as follows:*

If to Sponsor:

Rehumanize International attn: Chapter Program

309 Smithfield Street STE 210

Pittsburgh PA 15222

OR

herb@rehumanizeintl.org

*If to Grantee:* 

Such addresses may be changed by written notice or email notice given by such party to the other or by other form of notice agreed to by the parties.

#### 7. Restrictions on Use of Sponsored Program Funds.

- a. Tax-Exempt Purposes. The Grantee shall use the funds it receives from Sponsor solely for purposes of the Sponsored Program and shall not use such funds in any way that will jeopardize the tax-exempt status of Sponsor. The Grantee agrees to comply with any written request by Sponsor to cease activities that, in Sponsor's reasonable judgment, might jeopardize the tax-exempt status of Sponsor, and further agrees that Sponsor's obligation to make funds available to the Grantee is suspended in the event that it fails to comply with any such request.
- b. Prohibited Activities. No portion of the Sponsored Program Funds shall be used in any attempt to influence legislation. No portion of the Sponsored Program Funds shall be used to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, induce or encourage violations of law or public policy, cause private inurement or improper private benefit to occur, support terrorist activities, terrorist organizations or individuals who engage in or support terrorist activities, or take any other action inconsistent with qualification under Section 501(c)(3) of the Code.
- 8. Relationship of the Parties. Nothing in this Agreement shall constitute the naming of either party hereto as an agent or legal representative of the other party for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, employment, partnership, or joint venture between the parties hereto and the Grantee shall make no such representation to anyone. It is the intention of the parties that all employees, contractors, and advisors for the Grantee will be employed or engaged directly by the Grantee and not by Sponsor.
- **9. Indemnification.** The Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Sponsor, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the Grantee, its employees or agents, in applying for, accepting, expending or applying Sponsored Program Funds, or in carrying out the Sponsored Program Activities, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any negligent act or omission of Sponsor, its officers, directors, trustees, employees or agents.
- 10. Fundraising. The Grantee shall notify Sponsor (a) of all jurisdictions in which it would like Sponsor to solicit charitable contributions from the public in support of the Sponsored Program; and (b) if it intends to engage a commercial fundraiser to solicit charitable contributions from the public in support of the Sponsored Program. All solicitations for the Sponsored Program shall be made in Sponsor's name. All solicitation materials that use the name of Sponsor or its affiliates, including both written solicitation materials and scripts for oral solicitation communications, shall be subject to Sponsor's advance approval. The Grantee shall comply with all laws and regulations concerning the solicitation of charitable contributions. All original letters of inquiry and grant proposals that use the name of Sponsor or any of its affiliates shall be subject to Sponsor's advance approval in its sole discretion and shall be signed by an authorized representative of Sponsor. All grant agreements, pledges, or other commitments with funding sources to support the Sponsored Program shall be subject to Sponsor's advance approval in its sole discretion and shall be executed by Sponsor. The cost of any reports or other compliance measures required by such funding sources shall be borne by the Grantee.
- 11. Publicity. Any and all use of Sponsor's name in media communications and fundraising materials with respect to the Sponsored Program shall be subject to Sponsor's prior review and approval. The Grantee shall provide Sponsor with reasonable advance notice with respect to any proposed use of Sponsor's name in order to allow for such prior review.
  - 12. Duration of Agreement. This Agreement shall remain in effect until the earliest of the following:
- a. Grantee receives a determination letter from the IRS of its qualification under Section 501(c)(3) of the Code;
  - b. Sponsor or Grantee terminates this Agreement pursuant to the provisions of Section 13 below; or
  - c. January 1, 2032.
- **13. Termination.** Either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party.
- **14.** *Disposition of Sponsored Program Funds in Termination.* If there are any Sponsored Program Funds remaining after this Agreement has terminated, the following terms and conditions shall apply, subject to Sponsor's variance power set forth above at Section 2b:

- a. If the Grantee has received a determination letter from the IRS of its qualification under Section 501(c)(3) of the Code, Sponsor shall transfer the balance of all Sponsored Program Funds, net of any liabilities incurred by Sponsor in connection with the Sponsored Program, to the Grantee for use in the Sponsored Program.
- b. If the Grantee has entered into a written fiscal sponsorship agreement with another fiscal sponsor that has an IRS determination letter of qualification under Section 501(c)(3) of the Code, then Sponsor shall transfer the balance of any Sponsored Program Funds, net of any liabilities that Sponsor has incurred in connection with the Sponsored Program, to such new fiscal sponsor for use in the Sponsored Program.
- c. In the event that the Grantee has not received an IRS determination letter from the IRS of qualification under Section 501(c)(3) of the Code or entered into a written fiscal sponsorship agreement with another fiscal sponsor that has an IRS determination letter of qualification under Section 501(c)(3) of the Code, Sponsor may allocate the Sponsored Program Funds in any manner consistent with applicable tax and charitable trust laws.

#### 15. Miscellaneous Provisions.

- a. Amendments. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.
- b. Dispute Resolution. In the event of a dispute under this Agreement, Sponsor and the Grantee shall make a good faith effort to resolve such dispute cooperatively before seeking to resolve any dispute by arbitration or otherwise proceeding with any remedy available at law or in equity.
- c. Choice of Forum. The parties agree that the Superior Court of Allegheny County, Pennsylvania is the mandatory, exclusive venue for actions relating to this Agreement. The parties agree that Allegheny County is a convenient forum, and that all court proceedings shall be filed in Allegheny County and in no other forum.
- d. Consent to Jurisdiction. For all purposes related to this Agreement, the parties hereby consent to personal jurisdiction in the state courts in and for the state of Pennsylvania.
- e. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof; it supersedes any prior agreement and understandings between the parties as to such matters, oral or written, all of which are hereby cancelled.
- f. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Pennsylvania. Agreement used by permission from 501 Commons, Seattle
- g. Severability. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision.
- h. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- i. Attorneys' Fees. In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, the prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position.

Remainder of page intentionally left blank

### SIGNATURE PAGE TO FISCAL SPONSORSHIP AGREEMENT Between \_\_\_\_\_ And \_\_\_\_\_ IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement effective as of the day and year set out in Section 1 of this Agreement. Sponsor: REHUMANIZE INTERNATIONAL, a PA state nonprofit corporation, By: Its: ANDBy: Its:

GRANTEE: REHUMANIZE \_\_\_\_\_\_\_, located in \_\_\_\_\_\_-

By:

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

Its:

AND

By:

Its:

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

EXHIBIT A

APPROVED GRANT PROPOSAL

[Please include a BRIEF outline of proposed program activities. Program activities may change over time but updated Grant Proposals must be sent to Rehumanize International.]