



Human Impacts Institute's Policies

General Organizational and Operating Policies

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 - [Terms of Use Policy](#) - Adopted by board

[Employee Handbook*](#) (in other document) --Adopted by board

Employee Hiring Procedure Documents

- **Employee/Consultant Checklist**
- **Draft contracts (volunteer, employee, consultant)**
- **Documents and process for joining Human Impacts Institute (i.e. background checks, IDs, 990, etc)**

Resources

[Great Ideas for Policies](#)

[Compliance from Grants Gateway](#)

[Employee vs. Contractor Guides \(IRS and NYS\)](#)

Articles of Incorporation

**CERTIFICATE OF INCORPORATION
OF
HUMAN IMPACTS INSTITUTE, INC.
UNDER SECTION 402 OF THE
NOT-FOR-PROFIT CORPORATION LAW**

The undersigned, a natural person of the age of eighteen or over, certifies:

1. The name of the Corporation is Human Impacts Institute, Inc. (the "Corporation").
2. The Corporation is a corporation as defined in subparagraph (a)(5) of Section 102 of the Not-for-Profit Corporation Law and shall be a Type B corporation under Section 201 of the Not-for-Profit Corporation Law.
3. The Corporation is formed for the purpose of fostering sustainable human impacts on ecosystems through community engagement, leadership, collaboration, knowledge-building and creative expression. We do this by connecting communities through a shared awareness of, and accountability for, the natural environment. In furtherance of these charitable and educational purposes, the Corporation shall:
 - a. Use local communities as an example in informational resource sharing and environmental awareness;
 - b. Sponsor experiential learning events and programming where contributors practice leadership through hands-on problem solving and community service responsibility for their environmental impacts;
 - c. Form collaborative partnerships--organizations through unite through programming partnerships, joint advocacy, and idea development;
 - d. Provide a gathering place for participatory research by students seeking to enrich their learning experience;
 - e. Disseminate information and provide technical assistance to individuals, organizations and communities on environmental responsibility and action;
 - f. Create a forum for creative expression where individuals have a low-cost means to trade and create art materials and use culture and art to inspire others to engage in environmental issues and solutions;
 - g. Produce policy recommendations and analysis based on the research and work of participants in the Institute; and
 - h. Maintain a website where information is freely disseminated on environmental issues and solutions.
4. In furtherance of the foregoing purposes, the Corporation shall have all the general powers enumerated in Section 202 of the Not-for-Profit Law and such other powers now or hereafter permitted by law for a corporation organized for the foregoing purposes, including the power to solicit grants and contributions for any corporate purpose.
5. Notwithstanding any other provision of this certificate, the Corporation is organized exclusively for charitable and educational purposes, and shall not carry on any activities not permitted to be carried on:
 - a. By a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code, as it may be amended (the "Code"); or
 - b. By a corporation contributions to which are deductible under Section 170(c)(2) of the Code.
6. The Corporation is not formed for pecuniary profit or for financial gain and no part of its assets, income or profit shall inure to the benefit of, or be distributed to its members, trustees, directors, officers or other private persons, except that the Corporation shall be authorized to pay reasonable compensation

for services rendered.

7. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, unless otherwise attempting to influence legislation, except to the extent permitted by the Code pursuant to an election under Section 500(h) of the Code or otherwise, and the Corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.
8. Nothing herein shall authorize the Corporation to engage in any of the activities mentioned in Section 404(a) through (c) or Section 404(e) through (w).
9. The principal office of the Corporation shall be located in Kings County, State of New York.
10. The names and addresses of the initial directors, each of whom is of full age, are as follows:

NAME

Tara DePorte

312 South 3rd Street, Apt 6
Brooklyn, NY, 11211, USA

Sally Newman

315 Bleecker Street #166
New York, NY 10014

Amy Braunschweiger

144A Diamond St., 2nd floor
Brooklyn, NY 11211

11. The Secretary of State is hereby designated as agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary shall mail a copy of any process against the corporation served upon him is: 312 South 3rd Street, #7, Brooklyn, NY 11211.
12. In the event of dissolution, all of the assets and property of the Corporation remaining after payment of expenses and the satisfaction of all liabilities shall be distributed to organizations which qualify under Section 501(c)(3) of the Code or to the Federal government or State or local governments for a public purpose, subject to the approval of a Justice of the Supreme Court of the State of New York.

IN WITNESS WHEREOF this certificate has been signed and the statements made herein affirmed as true under the penalties of perjury this 11 day of March, 2011.



Tara DePorte, Incorporator
312 South 3rd Street, #6
Brooklyn, NY

Bylaws

Adopted by the Board of Directors, Sept 10, 2022

BYLAWS OF HUMAN IMPACTS INSTITUTE, INC. (the "Corporation")

ARTICLE I

MEMBERS

The Corporation shall have no members.

ARTICLE II

OFFICES

The principal office of the Corporation shall be in Kings County, State of New York. The Corporation may also have offices at such other places as the Board of Directors (the "Board") may from time to time determine or the business of the Corporation may require.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Powers and Duties. The Board shall have general power to control and manage the affairs and property of the Corporation subject to applicable law and in accordance with the purposes and limitations set forth in the Certificate of Incorporation and herein.

(a) The Board may:

- (i) Appoint and discharge advisors and consultants who have skills necessary or helpful to the Corporation.
- (ii) Employ and discharge persons for the furtherance of the purposes of the Corporation.
- (iii) Exercise all other powers necessary to direct and manage the affairs and further the purposes of the Corporation in conformity with the Certificate of Incorporation, these Bylaws and the Not-for-Profit Corporation Law of New York (the "N-PCL").

(b) The Board shall:

- (i) Direct the President and Treasurer of the Corporation to present at the annual meeting of the Board a financial report, verified by the President and Treasurer or a majority of the Directors, or certified by an independent public accountant or certified public accountant or a firm of such accountants selected by the Board. This report shall be filed with the records of the Corporation and a copy or abstract thereof entered in the minutes of the proceedings of the annual

meeting of the Board.

- (ii) Select all Officers for the Corporation and approve the members of any standing committee appointed by the President.

Section 2. Number. The number of Directors constituting the entire Board shall be not less than three and not more than thirteen. Subject to such specified limits, the number of Directors may be increased or decreased from time to time, by resolution of the Board, but such action by the Board shall require a vote of a majority of the entire Board and no decrease shall shorten the term of any incumbent Director. The “entire Board” shall consist of the number of directors that were elected as of the most recently held election of directors.

Section 3. Election and Term of Office. The initial Directors shall be the persons named in the Certificate of Incorporation and shall serve until the first annual meeting of the Board. The Directors shall hold office for two-year terms; provided, however, that any Director elected to fill an unexpired term (whether resulting from the death, resignation or removal or created by an increase in the number of Directors) shall hold office until the next annual meeting at which the election of Directors is in the regular order of business and until his or her successor is elected or appointed and qualified. After the two-year initial term, Directors may be elected to any number of consecutive two-year terms. To become a Director, a person shall be nominated by the Board or a committee thereof and elected by a plurality of the Board.

Section 4. Qualification for Directors. Each Director shall be at least 18 years of age.

Section 5. Classification of Directors. At the first annual meeting at which the election of Directors is in the regular order of business, the Directors shall be divided into two equal as possible classes with approximately half of the Directors in the first class and approximately half of the Directors in the second class. The term of office of the first class shall expire at the first annual meeting of the Corporation following the annual meeting at which Directors are first designated into classes, and the term of office of the second class shall expire at the following annual meeting. At each annual meeting after Directors are first designated into classes, Directors shall be elected for an initial term of two years to replace those whose terms shall expire. At the conclusion of these initial terms, all subsequent terms shall be for a period of two years, thus accomplishing a succession of staggered two-year terms with one-half of the Board eligible for reappointment or replacement each year. In the event of an increase or decrease in the number of directors, additional directors may be elected to terms of one or two years as may be necessary to maintain equality in numbers among the classes of directors.

Section 6. Removal. Any Director may be removed at any time for cause by a two-thirds vote of Directors then in office at a regular meeting or special meeting of the Board called for that purpose; provided that there is a quorum of not less than a majority present at such meeting. Missing 25% or more of meetings of the Board unless a majority of the Directors has excused such Director from attendance due to extreme circumstance(s), not fulfilling contractual financial obligations, attending less than three programming events annually, or not supporting the culture, vision, and mission of the Corporation may constitute cause.

Section 7. Resignation. Any Director may resign from the Board at any time. Directors must provide written notice of termination of contract at least 30 days prior to the end of the calendar year. Such resignation shall be made in writing, and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the Corporation or the President. The acceptance of a resignation by the Board shall not be necessary to make it effective, but no resignation shall discharge any accrued obligations or duties of a Director.

Section 8. Vacancies and Newly Created Directorships. Any newly created Directorships and any vacancies on the Board arising at any time and from any cause may be filled at any meeting of the Board by a majority of the Directors then in office, regardless of their number. The Directors so elected shall serve until the next annual meeting at which the election of Directors is the regular order of business and his or her successor is elected or appointed or qualified. A vacancy in the Board shall be deemed to exist on the occurrence of any of the following:

- (a) the death, resignation or removal of any Director;
- (b) an increase in the authorized number of Directors by resolution of the Board; or
- (c) the failure of the Directors, at any annual or other meeting of Directors at which any one or more Directors are to be elected, to elect the full authorized number of Directors to be voted for at that meeting.

Section 9. Meetings. Meetings of the Board may be held at any place as the Board may from time to time fix. The annual meeting of the Board shall be held at a date, time and place fixed by the Board at such time the Board shall begin preparation of the annual report, to be delivered at a Board Meeting no later than Q2 of the current calendar year. Other regular meetings of the Board shall be held no fewer than three times during the year at a time and place fixed by the Board. Special meetings of the Board shall be held whenever called by the President or any other Director or Officer of the Corporation, in each case at such time and place as shall be fixed by the person or persons calling the meeting.

Section 10. Notice of Meetings. Regular meetings may be held without notice of the time and place if such meetings are fixed by the Board. Notice of the time and place of the annual meeting, each regular meeting not fixed by the Board and each special meeting of the Board which notice shall, to the extent possible, be accompanied by a written agenda setting forth all matters upon which action is proposed to be taken shall be (i) delivered to each Director by e-mail at least 14 days before the day on which the meeting is to be held; or (ii) mailed to each Director, postage prepaid, addressed to him or her at his or her residence or usual place of business (or at such other address as he or she may have designated in a written request filed with the Secretary at least 14 days before the day on which the meeting is to be held). To discuss matters requiring prompt action, notice of special meetings may be sent to each Director by email, or given personally, no less than forty-eight hours before the time at which such meeting is to be held, unless the meeting relates to an emergency which must be resolved within forty-eight hours, in which case notice shall be given as promptly as possible. Notice of a meeting need not be given to any Director who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Director. Waivers of notice sent by email must be able to be reasonably determined to be sent by the Director. No notice need be given of any adjourned meeting.

Section 11. Quorum. Unless a greater proportion is required by law, the quorum shall be a majority of the entire Board.

Section 12. Voting. Except as otherwise provided by law or these Bylaws, at any meeting of the Board at which a quorum is present, the affirmative vote of a majority of the Directors present at the time of the vote shall be the act of the Board. If at any meeting of the Board there shall be less than a quorum present, the Directors present may adjourn the meeting until a quorum is obtained. Any one or more Directors of the Board or any committee thereof may participate in a meeting of the Board or committee by means of telephone, video conference or similar communications equipment provided that all persons participating in the meeting can hear each other at the same time and can participate

in all matters before the board. Participation by such means shall constitute presence in person at a meeting. The following acts of the Board require the affirmative vote of at least two-thirds of the entire Board:

- (a) a purchase, sale, mortgage or lease of real property of the Corporation if the property constitutes all or substantially all of the assets of the Corporation;
- (b) a sale, lease, exchange or other disposition of all or substantially all of the assets of the Corporation;
- (c) any acts involving the merger or dissolution of the Corporation; or
- (d) an alteration to these Bylaws or Certificate of Incorporation of the Corporation that would increase the quorum requirement or vote requirement to greater than a majority of the Board present at the time of the vote.

Section 13. Action by the Board. Except as otherwise provided by law or these Bylaws, any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if the majority of Directors of the Board or the committee consent in writing to the adoption of a resolution authorizing the action. Such consent may be written or electronic. If the consent is written, it must be signed by the Director. If the consent is electronic it must be able to be reasonably determined to have been sent by the Director. The resolution and the written consents thereto by the Directors of the Board or committee shall be filed with the minutes of the proceedings of the Board or committee.

Section 14. Compensation. No compensation of any kind shall be paid to any Director for the performance of his or her duties as Director. This shall in no way limit the reimbursement of reasonable expenses incurred in connection with board service to the Corporation. Subject to the Corporation's Conflict of Interest Policy, provided that there is full disclosure of the terms of such compensation and the arrangement has been determined to be fair and reasonable and approved by the Board, a Director may receive payment for services provided to the Corporation in any capacity separate from his or her responsibilities as a Director.

ARTICLE IV

OFFICERS, EMPLOYEES AND AGENTS

Section 1. Number and Qualifications. The Officers of the Corporation shall be a President, a Secretary, a Treasurer and such other Officers, if any, including one or more Vice-Presidents, as the Board may from time to time appoint. One person may hold more than one office in the Corporation except that no one person may hold the offices of President and Secretary. No instrument required to be signed by more than one Officer may be signed by one person in more than one capacity.

Section 2. Election and Term of Office. The Officers of the Corporation shall be elected for a one-year term at the annual meeting of the Board, and each shall continue in office until his or her successor shall have been elected and qualified, or until his or her death, resignation or removal. Officers may be elected to an unlimited number of consecutive terms.

Section 3. Employees and Other Agents. The Board may from time to time appoint such employees and other agents as it shall deem necessary, each of whom shall hold office at the pleasure of the Board,

and shall have such authority and perform such duties and shall receive such reasonable compensation, if any, as the Board may from time to time determine. To the fullest extent allowed by law, the Board may delegate to any employee or agent any powers possessed by the Board and may prescribe their respective title, terms of office, authorities and duties. No employee of the corporation shall serve as Chair of the Board or hold any other title with similar responsibilities, unless the Board approves such employee serving as Chair of the Board by a two-thirds vote of the entire Board and contemporaneously documents in writing the basis for the board approval; provided, however, that no such employee shall be considered an independent director.

Section 4. Removal. Any Officer, employee or agent of the Corporation may be removed with or without cause by a vote of two-thirds of the Board.

Section 5. Vacancies. In case of any vacancy in any office, a successor to fill the unexpired portion of the term may be elected by the Board.

Section 6. President: Powers and Duties. The President shall partner with the Executive Director to achieve the Corporation's mission and shall provide leadership to, and guide collaboration of, the Board. In their capacity as the leader of the Board of Directors, the President chairs meetings of the Board and the Executive Committee, supports strategic planning, monitors financial planning/reporting, and resolves other ad hoc issues. The President shall also keep the Board fully informed about the activities of the Corporation. He or she has the power to sign and execute alone in the name of the Corporation all documents, including checks, authorized by the Board and the Executive Director, unless an additional signature is required. The President shall be responsible for the development of an annual report of the Corporation. The President will also be an ex-officio member of all committees. The President shall perform other duties as from time to time may be assigned by the Board.

Section 7. Vice-President: Powers and Duties. The Vice President shall support the Executive Director and President in achieving the organization's mission and shall provide additional leadership and oversight of the Board of Directors. When the President is unavailable, the Vice President shall perform the President's duties on their behalf. A Vice President shall have such powers and duties as may be assigned to him or her by the Board. In the absence of the President, the Vice President(s), in the order designated by the Board, shall perform the duties of the President.

Section 8. Secretary: Powers and Duties. The Secretary shall keep the minutes of the annual meeting and all meetings of the Board in files provided for that purpose. He or she shall be responsible for: maintaining the official records of the Corporation, which include but are not limited to minutes, contracts, and historical data; the giving and serving of all notices of the Corporation; receiving the annual disclosure statements required by the Corporation's Conflict of Interest Policy; and shall perform all the duties customarily incidental to the office of the Secretary, subject to the control of the Board, and shall perform such other duties as shall from time to time be assigned by the Board.

Section 9. Treasurer: Powers and Duties. The Treasurer shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Corporation, and shall deposit or cause to be deposited all moneys, evidences of indebtedness and other valuable documents of the Corporation in the name and to the credit of the Corporation in such banks or depositories as the Board may designate. He or she has the power to sign and execute alone in the name of the Corporation all documents, including checks, authorized by the Board and the Executive Director, unless an additional signature is required. The report to the Board may consist of a verified or certified copy of any report by the Corporation to the Internal Revenue Service or the Attorney General of the State of New York

which includes the information specified above. The Treasurer shall, at all reasonable times, exhibit the Corporation's books and accounts to any Officer or Director of the Corporation, and whenever required by the Board, render a statement of the Corporation's accounts and perform all duties incident to the position of Treasurer, subject to the control of the Board.

Section 10. Compensation. Any Officer who is not a Director but is an employee or agent of the Corporation is authorized to receive a reasonable salary or other reasonable compensation for services rendered to the Corporation as an employee or agent when authorized by a majority of the entire Board, and only when so authorized.

Section 11. Sureties and Bonds. In case the Board shall so require, any Officer or agent of the Corporation shall execute for the Corporation a bond in such sum and with such surety or sureties as the Board may direct, conditioned upon the faithful performance of his or her duties to the Corporation and including responsibility for negligence and for the accounting for all property or funds of the Corporation that may come into his or her hands.

ARTICLE V

COMMITTEES

A committee of the Board is one that shall have authority to bind the Corporation and shall be comprised solely of Directors. There may be committees of the Board, as follows:

Section 1. Executive Committee. An Executive Committee serves at the pleasure of the Board and shall consist of at least three Directors, one of whom shall be the President of the Board and also serve as Chair. The remaining two Directors will be appointed subject to the approval of a majority Board vote. Any additional members of the Executive Committee may be appointed by an Executive Committee majority vote.

Between meetings of the Board of Directors, the Executive Committee possesses and may exercise any and all powers of the Board in the management of the business and affairs of the Corporation to the extent authorized by resolution adopted by a majority vote of the entire Board.

The Executive Committee is to keep a complete record of its activities and make them available to the Board at all times. All actions taken by the Executive Committee are subject to revision, alteration or change by the Board, provided that rights of third persons may not be affected thereby.

The Executive Committee, and any other committee of the Board, shall have all the authority of the Board and each committee shall have such authority as the Board shall by resolution provide, except no such committee shall have authority as to the following matters:

- (a) the filling of vacancies on the Board or on any committee;
- (b) the amendment or repeal of the Bylaws or the adoption of new Bylaws;
- (c) the amendment or repeal of any resolution of the Board which by its terms shall not be so amendable or repealable;
- (d) the fixing of compensation of the Directors for serving on the Board or any committee;

(e) any other matter prohibited by the N-PCL or by law.

Section 2. Other Committees of the Board. The Board, by resolution adopted by a majority of the entire Board, may establish and appoint other committees of the Board consisting of at least three Directors with such powers and duties as the Board may prescribe. The members of such committees shall be appointed by the President of the Board, subject to the approval of the Board.

Section 3. Community. Individuals who support the purposes of the Corporation, but who are not on the Board, may, by a majority vote of the Directors present at the meeting, be appointed to committees of the Corporation.

ARTICLE VI

ADVISORS OF THE CORPORATION

Section 1. Powers. The Board by resolution may appoint from time to time any number of persons as advisors of the Corporation to act either singly or as a committee or committees of the Corporation. Each advisor shall hold office during the pleasure of the Board and shall have only the authority or obligations as the Board may from time to time determine.

Section 2. No Compensation. No advisor to the Corporation shall receive, directly or indirectly, any salary or compensation for any service rendered to the Corporation as a member of a committee of the Corporation, except that the Board may authorize reimbursement of expenditures reasonably incurred on behalf of activities for the benefit of the Corporation.

ARTICLE VII

CONTRACTS, CHECKS, BANK ACCOUNTS AND INVESTMENTS

Section 1. Checks, Notes and Contracts. Subject to the Corporation's Conflict of Interest Policy, the Board is authorized to select the banks or depositories it deems proper for the funds of the Corporation and shall determine who shall be authorized on the Corporation's behalf to sign checks, drafts or other orders for the payment of money, acceptances, notes or other evidences of indebtedness, to enter into contracts or to execute and deliver other documents and instruments.

Section 2. Investments. The funds of the Corporation may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, including stocks, bonds or other securities, as the Board may deem desirable.

ARTICLE VIII

BOOKS

There shall be kept at the office of the Corporation correct and complete books of account of the activities and transactions of the Corporation including the minute book, which shall contain a copy of the Certificate of Incorporation, a copy of these bylaws, all resolutions of the Board, and all minutes of meetings of the Board. Any of the foregoing books, minutes and records may be in written form or in any other form capable of being converted into written form within a reasonable time.

ARTICLE IX

FISCAL YEAR

The fiscal year of the Corporation shall be January 1st to December 31st.

ARTICLE X

INDEMNIFICATION AND INSURANCE

Section 1. Indemnification. The Corporation may, to the fullest extent now or hereafter permitted by law, indemnify any person made, or threatened to be made, a party to any action or proceeding by reason of the fact that he or she or his or her testator was a Director, officer, employee or agent of the Corporation, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney fees. No indemnification may be made to or on behalf of any such person if (a) his or her acts were committed in bad faith or were the result of his or her active and deliberate dishonesty and were material to such action or proceeding or (b) he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled in the transaction or matter in which indemnification is sought.

Section 2. Insurance. The Corporation shall have the power to purchase and maintain all insurance policies deemed to be in the best interest of the Corporation including insurance to indemnify the Corporation for any obligation which it incurs as a result of its indemnification of Directors, Officers and employees pursuant to Section 1 above, or to indemnify such persons in instances in which they may be indemnified pursuant to Section 1 above.

ARTICLE XI

AMENDMENTS

These Bylaws may be amended or repealed by a two-thirds vote of the Directors present at any meeting of the Board. Any amendment or repeal of these Bylaws is authorized only at a duly called and held meeting of the Board for which written notice of such meeting, setting forth the proposed alteration, is given in accordance with the notice provisions for special meetings set forth in Article III, Section 10 of these Bylaws or, if notice of such meeting is given (and the written proposed alteration of the Bylaws given) at a meeting of the Board prior to the meeting to amend or repeal the Bylaws.

ARTICLE XII

NON-DISCRIMINATION

In all of its dealings, neither the Corporation nor its duly authorized agents shall discriminate against any individual or group for reasons of race, color, creed, sex, age, ethnicity, national origin, marital status, sexual preference, identity, mental or physical disability or any category protected by state or federal law.

ARTICLE XIII

REFERENCE TO CERTIFICATE OF INCORPORATION

References in these Bylaws to the Certificate of Incorporation shall include all amendments thereto or changes thereof unless specifically excepted by these Bylaws. In the event of a conflict between the Certificate of Incorporation and these Bylaws, the Certificate of Incorporation shall govern.

Privacy Policy

Adopted by the Board of Directors, Sept 10, 2022

This Privacy Policy describes the types of information Human Impacts Institute (“we,” “us,” or “our”) collect on the Sites, how we use such information and to whom and under what circumstances we may disclose it. This Privacy Policy applies only to this website (<https://www.humanimpactsinstitute.org/>) and our use of social media sites (collectively, the “Sites”), and any other personal information obtained when you call, email, or otherwise communicate with Human Impacts Institute. By accessing the Sites on any computer, mobile phone, tablet, or other device (collectively, “Device”), making a donation to Human Impacts Institute, making a purchase from us, becoming our member, or otherwise interacting with us, you agree to the terms of this Privacy Policy. If you do not agree to the policy, please do not use the Sites.

We may modify this Privacy Policy at any time, and will post the current version on the Sites. We encourage you to periodically review our Privacy Policy to stay informed about how we are using the information we collect.

Information That You Give Us

We collect personal information from you when you submit it to us, including, without limitation, by: (1) making a donation, (2) joining our mailing list, (3) placing an order, (4) registering on the Sites to create an account; (5) becoming a member; (6) registering for an event; (7) contacting us; or (8) participating in a Site promotion or survey. This information may include, for example, your name, email address, mailing address, billing address, telephone number, date of birth, and payment method. We may combine the information we collect from you with information we receive about you from other sources, such as address update services.

We do not process credit card information. Our card processor processes and stores all credit card information. We only store a record that the transaction took place.

We may collect personal information from you when you write a review on our Sites. However, we do not ask, and you should not enter your full name anywhere in your review.

In some jurisdictions, individuals may have the right to opt-in or withdraw consent for certain uses. If you reside in such jurisdictions, you may have additional rights which are detailed below, “Access, Correction and Deletion.”

Information We Collect Automatically

When you visit the Sites, we may collect certain information from you, including your Internet Protocol (IP) address, MAC address, browser type, operating system, device-identifying information, the specific web pages visited during your connection, and the domain name from which you accessed the Sites. In addition, we may collect information about your browsing behavior, such as the date and time you visit the Sites, the areas or pages of the Sites that you visit, the amount of time you spend viewing the Sites, the number of times you return to the Sites and other clickstream data. We may also use non-personal or aggregated information for statistical analysis, research, and other purposes.

Like many commercial websites, and subject to applicable consent requirements for non-essential cookies, we analyze how visitors use our Sites through what is known as “cookie” technology. A cookie is a small text file that is placed on your computer when you access the Sites and allows us to recognize you each time you visit the Sites. Subject to applicable consent requirements, we may use cookies to: (1) allow you to use the Sites without having to re-enter your user name and password; (2) enhance or personalize your Site usage and shopping experience; (3) monitor Site usage; (4) manage the Sites; and (5) improve the Sites and our products and services, including providing you with interest-based ads. For more information on our advertising, see below: “Interest-Based Advertising.” Unless otherwise required by law, necessary cookies will be placed when you visit

our Sites and the other cookies will be placed where you provide opt-in consent. If you choose, you can set your browser to reject cookies or you can manually delete individual cookies or all of the cookies on your computer by following your browser's help file directions. However, if your browser is set to reject cookies or you manually delete cookies, you may have some trouble accessing and using some of the pages and features that are currently on our Sites, or that we may put on our Sites in the future. Note that browser-management tools for cookies are outside of our control and we cannot guarantee their effectiveness.

We may also use web beacons on the Sites, in our emails, and in our advertisements on other websites. Web beacons are tiny graphic images that are used to collect information about your visit to the Sites, such as the pages you view and the features you use, as well as information about whether you open and/or act upon one of our emails or advertisements. We may also collect the URL of the website you visited immediately before coming to the Sites. Web beacons help us analyze our Site visitors' behavior and measure the effectiveness of the Sites and our advertising. We may work with service providers that help us track, collect and analyze this information.

We may combine the information we collect through cookies [and web beacons] with other information we have collected from you or information from other sources.

Do Not Track (DNT) is a privacy preference that users can set in some web browsers, allowing users to opt out of tracking by websites and online services. At the present time, the World Wide Web Consortium (W3C) has not yet established universal standards for recognizable DNT signals and therefore, the Sites do not recognize DNT.

Use of Information

We may use the information we collect from and about you for any of the following purposes: (1) to fulfill your requests for donation; (2) to enroll you in an event; (3) to open up your membership account; (5) respond to your inquiries through the Sites or otherwise; (6) to send you a confirmation email when you make a purchase; (7) to review Site usage and operations; (8) to address problems with the Sites, our business or our services; (9) to protect the security or integrity of the Sites and our business; (10) to monitor the Sites for compliance with our Terms of Use and the law; (11) to contact you with Site updates, newsletters and other informational and promotional materials from us; and (12) to provide interest-based advertising to you based on the way you interact with the Sites and other platforms.

If you sign up for our mailing list, we will send you informational emails about offers of services. At any time, you can 'unsubscribe' yourself from our email list simply by clicking the 'unsubscribe' button.

If you do not wish to receive communications from us about special offers and promotions, you can opt-out of receiving these communications by following the instructions contained in the messages you receive. Even if you opt-out of receiving these messages, we reserve the right to send you certain communications relating to the services we provide, and we may send you service announcements and administrative messages. We do not offer you the opportunity to opt-out of receiving those communications. For more information about interest-based advertising, including how you can manage advertising, please see below "Interest-Based Advertising."

Disclosure of Information

We may disclose information collected from and about you as follows: (1) to our related companies and service providers, to perform a business, professional or technical support function for us; (2) to our marketing partners, advertisers or other third parties, who may contact you with their own offers; (3) as necessary if we believe that there has been a violation of the Site Terms of Use or of our rights or the rights of any third party; (4) to respond to legal process (such as a search warrant, subpoena or court order) and provide information to law enforcement agencies or in connection with an investigation on matters related to public safety, as permitted by law, or otherwise as required by law; and (5) in the event that our company or substantially all of its assets are acquired, your personal information may be one of the transferred assets. We may also disclose your personal information with your express consent. We may share aggregate, non-personally identifiable

information about Site users with third parties.

Please note that if you voluntarily submit any personal information for posting on the Sites, such as a review or a blog post, the information becomes publicly available and can be collected and used by others, so you should use care before posting information about yourself online.

Interest-Based Advertising

We may use third-party advertising companies such as Google Analytics that use tracking technologies to serve our advertisements across the Internet. These companies may collect information about your visits to the Sites and other websites and your interaction with our advertising and other communications. These advertising companies serve ads on behalf of us and others on non-affiliated sites, and some of those ads may be personalized, meaning that they are intended to be relevant to you based on information collected about your visits to the Sites and elsewhere over time. Other companies may also use such technology to advertise on our Sites. For more information about Google Analytics, see how Google uses data when you use our partners' sites or apps (located at www.google.com/policies/privacy/partners).

You have the choice to tell us not to collect and use this information, and in some jurisdictions, we will only engage in interest-based advertising if you opt-in. If you would like more information about this practice and to know your choices concerning interest-based ads, visit:

<http://www.networkadvertising.org/choices/>

www.aboutads.info/choices

In Canada, please visit: <http://youradchoices.ca/choices/>

In the EU, please visit: <http://www.youronlinechoices.eu/>

EU/EEA/UK users

If you are a resident in the European Union, the European Economic Area (EEA), the UK, Switzerland, you have certain rights relating to your personal information under the applicable European/UK/Swiss data privacy laws, including to: (i) check whether we hold personal information about you and to access such information (subject to applicable laws); (ii) request correction or erasure of personal information about you that is inaccurate; (iii) ascertain information related to policies and practices in relation to personal information; (iv) request the erasure of your personal information; (v) request the restriction of processing concerning you and/or object to the processing of your personal information; and (vi) make a complaint to a supervisory authority in your country of residence or to our home supervisory authority. In certain circumstances, you also may have the right to request restrictions or object for legitimate reasons to the processing of your personal information in accordance with the applicable data protection regulations.

If you would like to request a copy of your personal information being held by us, or request that it is deleted or to update and/or correct your personal information or request that we provide a copy to another data controller of your personal information that you have provided to us (where technically feasible), please contact us using the contact information provided in this Privacy Policy. We will need enough information to ascertain your identity as well as the nature of your request. We will aim to respond to your request within one calendar month of receipt of the request. Where we were unable to do so within the calendar month, we will notify you of the soonest practicable time within which we can respond to your request (and within three months from the date of your request). There are certain exemptions and restrictions of these rights under the European/UK/Swiss privacy laws that enable personal information to be retained, processed or withheld from access and we will inform you of these if applicable.

Regarding international transfers, please contact us using the information in the “Contact Us” section if you want further information on the specific mechanism used by us when transferring your personal data out of the European Union/ EEA/the UK/Switzerland (as applicable).

Under applicable laws, the age of a child may range from 13-18. We will comply with our obligations if it processes data relating to a child in these countries.

Access, Correction, & Deletion

We respect your right to access and correct your personal information. You may access your personal information by signing into your membership account. From there, you can correct or modify your information. You may also exercise your rights, subject to applicable laws (where appropriate, please refer to the EU/EEA/UK users section above), to request that we delete or restrict access to your personal data. We may need to retain it for legally permitted purposes and this will be explained to you if necessary.

If you need assistance correcting or updating your personal information, or would like to request that we delete your personal information, please contact us using the contact information detailed in the “Contact Us” section below.

Retention of Personal Information

Personal information that we collect, access or process will be retained only as long as necessary for the fulfillment of the purposes for which it was collected, unless otherwise provided in agreements between you and Human Impacts Institute or as required or authorized by law. Personal information that is no longer required to fulfill the identified purposes will be destroyed, erased or made de-identified.

Security

We maintain reasonable and appropriate measures designed to maintain information we collect in a secure manner. We have taken certain physical, electronic, and administrative steps to safeguard and secure the information we collect from visitors to the Sites. Even though we follow reasonable procedures to try to protect the information in our possession, no security system is perfect and we cannot promise, and you should not expect, that your information will be secure in all circumstances.

Children/Minors

The Sites are not directed to children, nor do we knowingly collect any personal information from children under the age of thirteen (13) without verifiable parental consent. If you believe that a child has provided personal information to us, please contact us promptly as described below, and we will endeavor to investigate and delete such information from our systems.

Third Party Websites

The Sites may contain links to third-party websites, such as social media sites like Instagram, Facebook, and Twitter, which may have privacy policies that differ from our own. We are not responsible for the activities and practices that take place on these websites. Accordingly, we recommend that you review the privacy policy posted on any external site before disclosing any personal information. Please contact those websites directly if you have any questions about their privacy policies.

Changes to This Privacy Policy

We may change this privacy policy from time to time, including as required to keep current with rules and regulations, new technologies and security standards. When we do, we will post the change(s) on our Sites. If we change the policy in a material and retroactive manner, we will provide appropriate notice to you.

Your California Privacy Rights

California law permits our customers who are California residents to request certain information about our disclosure of personal information to third parties for their own direct marketing purposes during the preceding calendar year. This request is free and may be made once (1) a year. To make such a request, please write to us at the following address:

Human Impacts Institute

312 South Third Street, #7

Brooklyn, NY 11211, USA

ATTN: Customer Service Department—California Privacy Info.

Right to Removal of Posted Information—California Minors

If you are under 18 years of age, reside in California, and have a registered account with us, you have the right to request removal of unwanted information that you publicly post on the Sites. To request removal of such information, you can contact us as provided below. Upon receiving such a request, we will make sure that the information is not publicly available on the Sites, but the information may not be completely or comprehensively removed from our systems and databases.

Visitors from Outside the United States—Cross-Border Transfer

We will take all steps reasonably necessary to ensure that your personal information is treated securely and in accordance with this Privacy Policy. The Sites are hosted in the United States. If you are visiting the Sites from outside the United States, your information may be transferred to, stored and processed in the United States or other countries in accordance with this Privacy Policy. No transfer of your personal information will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information where required under applicable laws. The data protection and other applicable laws of the United States or other countries may not be as comprehensive as those laws or regulations in your country or may otherwise differ from the data protection or consumer protection laws in your country. Where permissible under applicable laws, by using the Sites and/or providing personal information to us, you consent to transfer of your information to our facilities as described in this Privacy Policy. However, where required by applicable laws, we will seek your separate consent for sharing your personal information with other data controllers and cross-border transfer of your personal information. To the extent permitted by applicable laws, we may transfer control over personal information to a third party: (1) when you expressly consent to the transfer; (2) pursuant to legal requirements and lawful orders, procedural requirements, litigation, or mandatory requirements of a competent government authority; and (3) in connection with the sale, assignment, merger, or other transfer of all or a portion of our business to another entity.

Retention Period

We may keep your personal information for as long as is necessary to comply with applicable laws, and for achieving the purpose for which the information was collected or subsequently processed, that is as long as you continue to engage with us, provide services or products to us, access the Site and content and/or use our products and/or services or for as long as reasonably necessary or until you contact us and ask us to destroy it, to the extent permitted by applicable laws.

We may also retain your personal information for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you. To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorized use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

Right to Lodge Complaints

We are transparent about the ways in which we collect and use personal information, and welcome your questions and concerns. If you have any concern or complaint about the way we handle your personal information, please contact us as described below. To the extent you believe we have not addressed your concerns or otherwise choose to do so, you have the right to lodge a complaint with a supervisory authority in the country where you reside and/or the United States. You may contact the US Federal Trade Commission regarding your concerns. For more information, please see <https://www.ftc.gov/faq/consumer-protection/submit-consumer-complaint-ftc>.

Contact Us

If you have questions or concerns about this Privacy Policy or how we collect and use the information of our customers, you can contact us by postal address at

Human Impacts Institute

312 South Third Street, #7

Brooklyn, NY 11211, USA

by telephone at +1 917 727 9761

or by email at Info@HumanImpactsInstitute.org

If we need, or are required, to contact you concerning any event that involves your information, we may do so by email, telephone, or mail. If you make a purchase, we will send you a confirmation email.

Conflict of Interest Policy

Adopted by the Board of Directors, Sept 10, 2022

CONFLICT OF INTEREST POLICY

OF

HUMAN IMPACTS INSTITUTE, INC.

ARTICLE I

PURPOSE

The purpose of this Conflict of Interest Policy (the “**Policy**”) is to protect The Human Impact Institute’s (the “**Corporation**”) interest when it is contemplating entering into a transaction that might benefit the private interest of an officer, director, employee or volunteer of the Corporation, indirectly benefit a business, investment or family, or might result in a possible excess benefit transaction. This Policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

ARTICLE II

DEFINITIONS

1. Interested Person. An “**Interested Person**” is any director, officer, member of a committee with board powers, employee or volunteer, who has a direct or indirect Financial Interest, as defined below.
2. Financial Interest. A person has a “**Financial Interest**” if that person has, directly or indirectly, through business, investment or family:
 - a. An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement;
 - b. A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement;
 - c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement; or
 - d. A legal commitment or financial interest, including by virtue of a board appointment, employment position, or volunteer arrangement, to act in the interests of another entity or individual.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A Financial Interest is not necessarily a conflict of interest. Under Article III, Section 2 of this Policy, a person who has a Financial Interest will have a conflict of interest only if the board of directors or committee decides that a conflict of interest exists.

ARTICLE III

PROCEDURES

1. Duty to Disclose. In connection with any actual or possible conflict of interest, an Interested Person must disclose the existence of the Financial Interest and be given the opportunity to disclose all material facts to the directors and members of committees with board-delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists. After disclosure of the Financial Interest and all material facts related thereto, and after any discussion with the Interested Person, he or she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. If the remaining board or committee members determine by majority vote that no conflict exists, no further review of the transaction by the board or committee members is required if not ordinarily required in the normal course of business. The discussion and determination of the existence of a conflict of interest shall be documented in accordance with the procedures outlined in Article IV below. The determination that a conflict of interest exists shall not preclude the board or committee members (other than the conflicted Interested Person(s)) from approving the matter, but such determination shall require the board to follow the procedures outlined in Article III.3 below.

3. Procedures for Addressing the Conflict of Interest.

a. An Interested Person may make a presentation at the board or committee meeting, but after the presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

b. The Interested Person shall not attempt to intervene with or improperly influence the deliberations or voting on the matter giving rise to the conflict of interest.

c. The chairperson of the board of directors or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

d. After exercising due diligence, the board of directors or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

e. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the board of directors or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, the board of directors or committee shall make its decision about whether to enter into the transaction or arrangement.

4. Violations of the Policy.

a. If the board of directors or committee has reasonable cause to believe an individual has failed to disclose actual or possible conflicts of interest, it shall inform the individual of the basis for such belief and afford the individual an opportunity to explain the alleged failure to disclose.

b. If, after hearing the individual's response and after making further investigation as warranted by the circumstances, the board of directors or committee determines the individual has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

c. Each director, officer, employee, and volunteer is responsible for reporting to his or her manager or to the board of directors any suspected failure to disclose by any Interested Person, regardless of position.

d. Conduct that violates this Policy is always considered outside the scope of employment of any employee acting on behalf of the Corporation.

5. Confidentiality.

a. The Corporation shall maintain the confidentiality of any disclosures made in connection with this Policy and limit access to the information.

b. Each director, officer, employee, and volunteer shall exercise care not to use, publish, or disclose confidential information acquired in connection with disclosures of actual, potential, or perceived conflicts of interest during or subsequent to his or her employment, participation as a volunteer, or participation on the board of directors.

ARTICLE IV

RECORDS OF PROCEEDINGS

1. The minutes of the board of directors and all committees with board-delegated powers shall contain:

a. The names of the persons who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible conflict of interest, the nature of the Financial Interest, any action taken to determine whether a conflict of interest was present, and the board of directors' or committee's decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussions, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE V

COMPENSATION

1. A voting member of the board of directors who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

3. No voting member of the board of directors or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

ARTICLE VI
ANNUAL STATEMENTS

1. Each director, principal officer and member of a committee with board-delegated powers shall annually sign a statement which affirms that such person:
 - a. Has received a copy of the Policy;
 - b. Has read and understands the Policy;
 - c. Has agreed to comply with the Policy; and
 - d. Understands that the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE VII
PERIODIC REVIEWS

1. To ensure that the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
 - a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arms' length bargaining; and
 - b. Whether partnerships, joint ventures and arrangements with management organizations conform to the Corporations' written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

ARTICLE VIII
USE OF OUTSIDE EXPERTS

1. When conducting the periodic reviews as provided in Article VII, the Corporation may, but need not, use outside advisors. If outside advisors are used, their use shall not relieve the board of directors of its responsibility for ensuring periodic reviews are conducted.

MWBE Policy

Adopted by the Board of Directors, Sept 10, 2022

It is the policy of the Human Impacts Institute to take affirmative action to ensure that (a) MBEs, (b) WBEs, and (c) LGBTQ+-owned business enterprises are given the opportunity to demonstrate their ability to provide the Human Impacts Institute with goods and services at competitive prices.

Definitions

LGBTQ+-owned business enterprise - a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is: (a) at least fifty-one percent owned by one or more LGBTQ+ members (lesbian, gay, bisexual, transgender, queer, and others); (b) an enterprise in which such LGBTQ+ ownership is real, substantial and continuing; (c) an enterprise in which such LGBTQ+ ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state and independently owned and operated.

Minority group member – an individual United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; (d) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

Minority-owned business enterprise (MBEs) – a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is: (a) at least fifty-one percent owned by one or more minority group members; (b) an enterprise in which such minority ownership is real, substantial and continuing; (c) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state and independently owned and operated.

Women-owned business enterprise (WBEs)- a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is: (a) at least fifty-one percent owned by one or more women; (b) an enterprise in which the ownership interest of such women is real, substantial and continuing; (c) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state and independently owned and operated.

Fiscal Policies and Procedure

Adopted by the Board of Directors, Sept 10, 2022

Accounting Procedures

This section covers basic accounting procedures for the Human Impacts Institute (the "**Organization**"). The accounting procedures used by the Organization shall conform to Generally Accepted Accounting Principles (GAAP) to ensure accuracy of information and compliance with external standards.

Basis of Accounting

The Organization uses the accrual basis of accounting. The accrual basis is the method of accounting whereby revenue and expenses are identified with specific periods of time, such as a month or year, and are recorded as incurred. This method of recording revenue and expenses is without regard to date of receipt or payment of cash.

- At the close of the fiscal year, this rule is not enforced. All expenses that should be accrued into the prior fiscal year, are so accrued, in order to ensure that year-end financial statements reflect all expenses incurred during the fiscal year. Year-end books are closed no later than 90 days after the end of the fiscal year.
- Revenue is always recorded in the month in which it was earned or pledged.

Journal Entries

For all revenue and expenses, a Journal Entry will be posted to the digital accounting records for the Institute within 15 days of the close of the month.

- All invoices, checks, receipts, statements, and other related materials will be scanned and saved digitally in the digital accounting records within our online accounting system;
- The Bookkeeper is responsible for writing and posting Journal Entries, as well as all related materials for digital retention.
- In-Kind transactions will be entered manually into the digital accounting records on an annual basis. This includes donated time, goods, and services to the Human Impacts Institute.
- All Journal Entries must include a "class" and "project" as related to the funding source and program that expense falls into, i.e. Creative Climate Awards or Tree Care Tuesday. If the transaction is not covered by a funding source, the reference section still will include a class, but will not be affiliated with a project.
- The Executive Director will review the Journal Entries periodically.
- The Treasurer of the Board will review the Journal Entries on a quarterly basis.

Bank Reconciliations

All digital bank statements will be opened and reviewed in a timely manner. Bank reconciliation and approval will occur within 15 days of the close of the month.

- All digital bank statements and canceled checks will be reviewed, and reconciled by the Bookkeeper upon receipt. The statements will then be attached to the reconciliation and digitally filed.

Monthly Close

Monthly books are closed by the 15th of the following month by the Bookkeeper.

- This involves reconciling all bank statements, income and expenditures for the month, as well as ensuring the digital filing of all invoices, checks (incoming and outgoing), receipts, contracts and other related materials;
- The Executive Director ensures the completion of these steps.

Recordkeeping

All accounting records are retained in the online financial accounting system, as well as e-files in the Human Impacts Institute Google Drive and in backup drives of the Institute. All receipts, checks, invoices, and other income and expenditure documentation will be scanned and retained electronically.

- Filing will be done monthly by the Bookkeeper.
- All electronic documents will be retained indefinitely.
- All paper documents will be retained for five years.

Internal Controls

The Organization employs several safeguards to ensure that financial transactions are properly authorized, appropriated, executed and recorded.

Lines of Authority

The Board has authority to approve fiscal policies and is required to review any amendments proposed. Approval of the board is documented in the meeting minutes of the appropriate Board meeting or by written consent of the Board. The Executive Director has the authority to approve expenses in accordance with the approved budget.

Conflict of Interest

All employees and members of the Board of Directors are expected to adhere to the Organization's Conflict of Interest Policy.

Segregation of Duties

The Organization's financial duties are distributed among multiple people to help ensure protection from fraud and error. The distribution of duties aims for maximum protection of the Organization's assets while also considering efficiency of operations.

- The Bookkeeper is to review all invoices and expenses, and is permitted to deposit funds and submit payments with the approval of the Executive Director.
- The Executive Director is the primary depositor of funds and submitter of payments.
- The Executive Director and/or Financial Committee of the Board will review all activity on a regular basis and be the primary signers of the financial accounts of Human Impacts Institute.
- If an outgoing payment exceeds \$10,000, written approval from the Executive Director and Treasurer are required.

Physical Security

The Organization maintains physical security of its assets to ensure that only people who are authorized have physical or indirect access to money, securities, real estate and other valuable property. Blank checks are kept with the signers (Executive Director and Treasurer) while cash and incoming checks are handled by the Bookkeeper or Executive Director, to be deposited no later than 15 days upon receipt. Passwords for all electronic accounts and software are to be known by the Bookkeeper, Executive Director, and Treasurer. They should be updated at the start of each fiscal year and stored in a secured password management system.

Financial Planning & Reporting

The Organization's financial statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP). The presentation of the Financial Statements shall follow the recommendation of the Financial Accounting Standards Board (FASB) No. 117, "Financial Statements of Not-For-Profit Organizations." Under GAAP, revenues are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Organization are classified as unrestricted, temporarily restricted, or permanently restricted.

Budgeting Process

The Organization's annual budget is prepared and approved annually for all departments. The budget is prepared by the Executive Director in conjunction with the Bookkeeper and the Financial Committee of the Board. The budget is to be approved by the Board of Directors prior to the start of each fiscal year. The budget is revised during the year only if approved by the Board of Directors.

- The Executive Director will work together with the Bookkeeper, Treasurer, and all program managers to ensure that the annual budget is an accurate reflection of programmatic and infrastructure goals for the coming year.
- The Executive Director, Bookkeeper, and the Treasurer will present a draft budget to the Executive Committee at least 45 days prior to the end of the fiscal year and at least 60 days prior to its submission to the full Board of Directors.
- The Executive Committee shall review and approve a recommended fiscal year budget and submit it for approval to the Board of Directors.
- The Board of Directors will review and approve the budget at its first meeting of the fiscal year.

Internal Financial Reports

The Organization prepares regular financial reports on a quarterly basis. All reports are finalized no later than 30 days after the close of the prior month.

- The Bookkeeper is responsible for producing the following year-to-date reports within 30 days of the end of each month: Statement of Financial Position, Statement of Activities, and Budget v. Actual.
- The Treasurer reviews financial reports each quarter and presents reports to the full Board of Directors on a quarterly basis.
- On an annual basis, the Treasurer prepares a narrative report that summarizes the Organization's current financial position and includes explanations for budget variance.

Audit

An internal audit will be conducted annually and will take place within 90 days of the closing of the books for the fiscal year. The audit will be spearheaded by the Executive Committee of the Board, which must be composed of no fewer than three members. When required by State or Federal law, the Treasurer will oversee the hiring of an external CPA firm, and the Executive Director and the Bookkeeper will serve as the liaison between the staff and the audit firm. The audit report will be made available to the public via the Organization's website and/or through Guidestar.

Tax Compliance

Exempt Organization Returns

In conjunction with the Executive Director and the Executive Committee of the Board, an independent professional will complete annual tax returns to be filed with the Internal Revenue Service and any applicable state and local tax authorities. It must be reviewed by the Board before being filed. The Treasurer must sign all tax forms. The Federal and State Tax Forms must be completed by May 15th of each year. The annual tax returns will be made publicly available on the website and/or on Guidestar.

Quarterly/Annual Payroll Reports

The Organization uses an automated online payroll system. The Bookkeeper is responsible for approving employee W2s, W3s, and 1099s by January 31st each year through the automated system. The Executive Director will oversee this responsibility to ensure accuracy and timeliness. The Organizations' online accounting system automatically files all payroll tax reports (NYS-EFT, NYS-45, and NY NYS-45, and FD 941) by the filing deadlines and the Executive Director oversees this responsibility.

Income Taxes

Human Impacts Institute is organized as a nonprofit corporation under the laws of the State of New York and is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and corresponding New York provisions. Donors of cash and/or property are entitled to the maximum charitable contribution deduction allowed by law. The Organization follows the guidance of Accounting Standards Codification (ASC) 740, Accounting for Income Taxes (ASC 740), related to uncertainties in income taxes, which prescribes a threshold of more likely than not for recognition and derecognition of tax positions taken or expected to be taken in a tax return.

Revenue & Accounts Receivable

Accounts receivable consist mainly of grant funds receivable from foundation grants, government grants, and contracted services. Additionally, the Organization has a small amount of business and individual contributions.

Invoice Preparation

All applicable vendors and donors are invoiced as appropriate for agreed-upon deliverables. Board Dues are invoiced annually by April 1st and Due May 1st.

- The Executive Director or Treasurer determines appropriate collection efforts for long outstanding invoices.
- The Executive Director or Treasurer is also notified of any receivables that are more than 60 days outstanding and/or more than \$500.

Revenue Recognition

All contributions will be recorded in accordance with GAAP, with specific attention to standards FASB 116 and 117. Contributions are recorded as pledged or received in accordance with FASB 116, and must be credited to the appropriate revenue lines as presented in the annual budget and coded as designated in the Organization's Chart of Accounts.

Cash Receipts

All cash and check receipts are to be deposited no more than two weeks after they were received. A picture of the check is to be taken upon attainment and stored in the files of our online Accounting System. Checks must say "For Deposit Only" with the Organization's account number before deposit.

Deposits

Deposits are to be made no later than two weeks after receipt of funds. At time of deposit, the deposit slip must be printed or electronically sent to the Bookkeeper.

Gifts-in-Kind

Gifts-in-kind (GIK) received through private donations are recorded in accordance with GAAP and industry standards. GIK are valued and recorded as revenue at their estimated "fair market value" (FMV), based upon the Organization's estimate of the wholesale values that would be received for selling the goods in its principal exit market considering the goods' condition and utility for use at the time they are contributed by the donor.

FMV for services, goods, and space will be determined by an online search and comparison of a similar service, good, or space for donations. Records of the comparative search will be saved in the Organizations' online files.

Principles for Corporate Support or Donations

The Human Impacts Institute believes that it can best fulfill its mission through a broad base of support from various sources. However, to maintain its independence and objectivity, it seeks to identify any areas where there may be real or apparent conflicts of interest or where the mission, programs, projects and independence of the Human Impacts Institute could be compromised. As part of expanding its base of support, the Human Impacts Institute is willing to consider partnerships with and gifts from the corporate sector. The Human Impacts Institute recognizes that corporations, as profit-centered organizations, have obligations to their shareholders, boards and employees to be successful. The Human Impacts Institute also recognizes that companies support the nonprofit sector not only out of a desire to be helpful, but also with a hope of a return or benefit to the companies. Given these realities and both legal and ethical considerations, the The Human Impacts Institute is willing to negotiate partnerships and accept support from the corporate sector in ways that will benefit and recognize the supporting companies while enabling the The Human Impacts Institute to better achieve its mission without compromising its principles.

General Guidelines

The Human Impacts Institute, as an independent nonprofit organization, will accept no cash or real property gift, pledge of support or non-cash gift or services or enter into any partnership with any company or other organization that produces products that are or may be harmful to our community.

Principles

The Human Impacts Institute will at all times maintain an independent position on environmental and educational issues and concerns. The Human Impacts Institute will solicit and accept support only for activities that are consistent with its mission.

The Human Impacts Institute will accept funds for research, informational and educational activities only when the content is to be determined by Human Impacts Institute or an independent group designated by Human Impacts Institute. The Human Impacts Institute will maintain complete control, consistent with any donor restrictions acceptable to the Human Impacts Institute, of all funds provided by corporations, organizations and individuals.

Recognition of major corporate support will be developed in cooperation with the corporate donors and will be consistent with the level of support and the Human Impacts Institute's mission and purposes. The Human Impacts Institute will seek to develop recognition opportunities that are appropriate and meaningful for both the supporting companies and the Human Impacts Institute.

Organization

The Human Impacts Institute's intangible intellectual assets, including its name, research and other work, will be protected at all times. Donors will not be permitted to use the Human Impacts Institute's name or other items for commercial purposes or in connection with the promotion of any product. The Human Impacts Institute board and staff reserve the right to refuse any donation of cash or other real property, services, non-cash gifts or any other forms of support if such support is not in keeping with the above principles or for other reasons that the Human Impacts Institute deems appropriate.

Expense & Accounts Payable

Payroll

Payroll will be performed by the Bookkeeper using the online accounting system. The pay periods will be bi-monthly for all employees via direct deposit.

Time Sheet Preparation & Approval

All employees, exempt and nonexempt, are required to record time worked, holidays, leave taken for payroll, benefits tracking, and cost allocation purposes.

- Employees are to record their time and work accomplished on digital timesheets, which are viewable at any time by their supervisors.
- Supervisors are to review and make corrections, if necessary.
- The Bookkeeper is responsible for entering payroll information into the payroll and accounting systems, as needed. All paid time off balances are maintained within the payroll system, based on the information provided as per employee contracts.

Board approval is required for changes in payroll for the Executive Director. Executive Director approval is required for changes in payroll for all non-management.

Employees will be added and removed from the payroll system by the Bookkeeper along with a W4 Withholding form and an I-9 form, which will also be added to the Organizations' online document storage. The Bookkeeper will also report all new hires to applicable State and Federal Agencies.

Payroll Preparation & Approval

Timesheets will be reviewed periodically by all managers to ensure compliance with hours and responsibilities. Automated payroll with direct deposit and any one-time changes, as needed, will be kept up-to-date by the Bookkeeper as per employee contracts. If the Bookkeeper is unable to prepare payroll, it is the responsibility of the Executive Director to do so.

Pay Upon Termination

Upon termination, payroll will still be processed as per State law. The employee will receive payment for all hours worked. The Bookkeeper will calculate the final paycheck and the Executive Director will review and approve the final check to the employee.

Purchases & Procurement

Any expenditure in excess of \$10,000 for the purchase of a single item should have bids from three (3) suppliers, if possible. These bids will be reviewed by the Executive Director and the bid award must be specifically approved in advance by the Executive Director or President. Please see "[Procurement Policy](#)" for more details.

All purchases over \$100 must be approved by the Executive Director or President.

Independent Contractors

Independent Contractors will be used for professional services such as accounting, marketing, film and audio editing, and other services outside of the duties of current employees. The Executive Director will establish contracts and verify the classification using our Contractor and Employee checklists.

Invoice Approval & Processing

All invoices must be approved by the Executive Director or Bookkeeper. Approved invoices will be paid within applicable terms.

- Invoices and bills will be opened and reviewed by the Bookkeeper and processed or added, as necessary, through the online accounting system upon receipt.
- The Executive Director or Treasurer will be notified immediately of any unexpected or unauthorized expenses.
- Copies of all invoices paid will be filed in the online accounting system.

Cash Disbursements

All expenditures will be recorded in the online accounting system.

Employee Expense Reimbursements

Employees will be reimbursed for all expenses relating directly to the programs of Human Impacts Institute. Preauthorization is required for all expenses except for in emergency situations. All reimbursement expenses must be recorded using the online accounting system. Receipts must be photographed and uploaded into the accounting system and online file management.

Expense approvals will be made by the Executive Director. Payment will be distributed electronically.

Travel Expenses

Travel expenses such as room and board, transportation, and meals may be eligible for reimbursement upon agreement with the Executive Director.

Credit Cards

Company credit cards will be issued to the Executive Director and, upon approval, to selected staff or board members for purchasing goods and services in accordance with the Organization's mission and programs. All expenditures on credit cards will follow the guidelines of the Organization's Purchases and Procurement Policies. Receipts from purchases must be provided to the Bookkeeper within 30 days of purchase or upon request. The Bookkeeper will reconcile all credit card statements and enter credit card charges and receipts into the financial accounting system.

If an unrecognized charge appears, the Bookkeeper will notify the Executive Director or Treasurer immediately, who will be responsible for taking appropriate steps for reporting charges to the credit card companies.

Asset Management

Net Assets

The Organization's net assets and changes therein are classified and reported as follows:

- Permanently Restricted Net Assets – Permanently restricted net assets represent the historical dollar amounts of gifts, including pledges and trusts, subject to donor-imposed stipulations to be invested in perpetuity, and only the income may be available for program operations.
- Temporarily Restricted Net Assets – Temporarily restricted net assets comprise gifts, including pledges and trusts, as well as income and gains that can be expended, but for which restrictions have not yet been met. Such restrictions include purpose restrictions wherein donors have specified the purpose for which the net assets are to be spent or time restrictions are imposed or implied by the nature of the gift (pledges to be paid in the future, life-income funds, and unappropriated earnings of permanent endowments). When a restriction is fulfilled, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statements of activities as net assets released due to satisfaction of program restrictions.
- Unrestricted Net Assets – Unrestricted net assets are all the remaining net assets of the Organization. The only limits on unrestricted net assets are broad limits resulting from the nature of the Organization and purposes specified in its articles of incorporation or bylaws and

any limits resulting from contractual agreements.

Capital Purchases and Capitalization Threshold Policy

Definition and Threshold:

Capital purchases comprise furniture, fixtures, equipment, software, leasehold improvements, etc. that meet two criteria:

1. a useful life of more than one year, and
2. cost more than a certain amount.

The Human Impacts Institute's Board of Directors has established \$ 1,000 as the threshold amount for capitalization.

Competitive bid:

For purchases in excess of \$10,000, competitive bids (minimum three) should be sought when appropriate.

Approval:

The Human Impacts Institute's Capital Budget, when applicable, is updated each year and should include proposed capital purchases that are anticipated to take place during the year. Those purchases itemized within the approved capital budget are considered approved.

The Human Impact Institute's Capital Budget includes a discretionary fund of \$10,000 that can be accessed by the Executive Director without prior approval, provided resources are available, and with the stipulation that the board be informed of any use of the fund at the next regular meeting.

Capital purchases not within the approved capital budget, or beyond the scope of the discretionary fund, must be specifically approved by the Board of Directors. To seek such approval, the Executive Director must provide the price and rationale for the purchase and assurance of availability of financial resources to support the purchase.

Recordkeeping:

The Human Impacts Institute shall maintain a list of fixed assets showing the date of the acquisition, its cost, and a schedule for depreciation of the asset, as applicable. The Human Impacts Institute shall keep on file documentation for each purchase.

Annual depreciation expense, as applicable, will be included in Human Impact Institute's annual operating budget.

For each purchase, the Executive Director shall evaluate whether the acquisition will have an impact on insurance coverage, determine if present coverage valuations are adequate, and obtain additional coverage if necessary.

Employee Retirement Accounts

The Organization does not provide retirement accounts to its employees at this time.

Operating Reserve

The target minimum operating reserve fund for the Organization is three (3) months of average operating costs. The calculation of average monthly operating costs includes all recurring, predictable expenses such as salaries and benefits, occupancy, office, travel, program, and ongoing professional services.

- As applicable, the amount of the operating reserve will be calculated each year after approval of the annual budget, reported to the Board of Directors, and included in regular financial reports.
- As applicable, the operating reserve will be funded with surplus unrestricted operating funds.

Procurement Policy

Adopted by the Board of Directors, Sept 10, 2022

As a recipient of donor funds, one of our goals is to ensure that money received is used to deliver needed services to beneficiaries as efficiently and cost-effectively as possible.

1. STANDARDS OF CONDUCT FOR PROCUREMENT PERSONNEL

1. No employee will be involved in selecting or overseeing procurement if there is real or perceived conflict of interest, i.e. employee or any family member has a financial interest in the business being considered to deliver goods or services.
2. No employee will accept gratuities, gifts, favors or anything of monetary value from vendors, sub-agreement contractors or parties. Exceptions can be made if the gift is unsolicited and valued less than \$25.00.
3. Employees who are proven to violate this code of conduct will be removed from the procurement process.

2. PROCUREMENT PROCESS

When evaluating procurement of items, lease and purchase alternatives will be evaluated, as applicable, for best use of funds. In the event of any conflict or inconsistency between the provisions of this Procurement Policy and any grant or funding agency procurement requirements, such agency procurement requirements will supersede this Procurement Policy.

Note: Sub-recipients are held to the same funding agency procurement requirements as prime recipients.

2.1 Procurement process for items or services more than the purchase threshold (\$10,000)

A minimum of three bids must be secured by the program/financial staff. Solicitations will:

- provide detailed information on exactly what is being sought;
- contain clear instructions for vendors on what to include in their proposals or quotations, how to submit them and by when;
- list how each proposal will be evaluated; and
- Procurement committee will be in receipt of the Human Impacts Institute MWBE policy and will make due considerations in light of the MWBE policy,

Price should be one of the factors in the evaluation of responses, but the Organization is not required to take the lowest price if other factors are important to the decision.

- There should be an objective method for selection, and any factors for evaluation and selection should be listed in the procurement documents.
- Awards shall be made to the bidder or offeror whose bid is responsive to the solicitation and is most advantageous to the Organization (price, quality and other factors considered).
- A bid may be rejected when it is in the Organization's interest to do so.

2.2 Documentation

At a minimum, procurement records must clearly show how the Organization:

- Executed price sampling for applicable purchases;
- Selected the method of procurement and the type of contract to be used;
- Determined which bids or proposals to accept and which to reject; and
- Determine the basis for the contract cost or price.

2.3 Contract Administration

The Organization shall have an overall system of contract administration to ensure proper oversight and management of procurement actions. The Organization is responsible for evaluating contractor performance and documenting, as appropriate, whether contractors have met the terms, conditions and specifications of the contract. This may include progress inspections, interim products, inspection of goods delivered, and other such methods that provide assurance that the goods or services purchased are being delivered within the scope of the contract. The Organization must monitor and manage each program or project to ensure all audit requirements have been met as has been set out in applicable law. The Organization's contract administration system must ensure that:

- The method of procurement is documented and records maintained for five years after final payment is made;
- Records of real property and equipment acquired with federal funds shall be retained for five years after purchase;
- Should original records or additional supporting records be required, the contract administrator must be prepared to comply with such requests;
- All activities are carried out and costs are incurred in compliance with applicable requirements;
- All excess funds received by the Organization are safely secured for return; and
- Before payment is made, services performed are adequate and consistent with the contract scope of services.

The Organization's contract administrator and/or personnel tasked with maintaining documentation and records of Organization's procurement activities and/or finances shall comply with all other applicable requirements under 24 CFR § 84.40 - 84.48.

Upon receipt of the goods/services or consultancy and after inspection of the final product, a final payment will be transmitted.

Document Retention Policy

Adopted by the Board of Directors, Sept 10, 2022

RECORD RETENTION AND DESTRUCTION POLICY STATEMENT OF POLICY

This policy covers all records and documents, regardless of physical form, contains guidelines for how long certain documents should be kept and how records should be destroyed. The policy is designed to ensure compliance with federal and state laws and regulations, to eliminate accidental or innocent destruction of records and to facilitate the operation of the Human Impacts Institute by promoting efficiency and freeing up valuable storage space.

RETENTION SCHEDULE AND ADMINISTRATION

The Human Impacts Institute's Record Retention Schedule is set forth in Appendix A. The Executive Director shall administer this Policy and serve as "Administrator". The Administrator is also authorized to: make modifications to the Record Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and includes the appropriate document and record categories for the Organization; monitor local, state and federal laws affecting record retention; annually review the record retention and disposal program; and monitor compliance with this policy.

ELECTRONIC DOCUMENTS AND RECORDS

Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types in Appendix A will be maintained for the appropriate amount of time. If an employee has sufficient reason to keep an email message, the message should be printed in hard copy and kept in the appropriate file or moved to an "archive" computer file folder.

CONFIDENTIAL INFORMATION BELONGING TO OTHERS

Any confidential information that may have been obtained from a source outside of the Corporation, such as a previous employer or through outside volunteer activities, must not, so long as such information remains confidential, be disclosed or used by the Corporation. Unsolicited confidential information submitted to the Corporation should be refused, returned to the sender where possible, and deleted if received in an electronic format.

SUSPENSION OF RECORD DISPOSAL IN THE EVENT OF LITIGATION OR CLAIMS

No director, officer, employee, volunteer or agent of the Organization shall destroy, dispose of, conceal, or alter any record or document while knowing that it is or may be relevant to an anticipated or ongoing investigation or legal proceeding conducted by or before a federal, state or local government agency, including tax and regulatory agencies, law enforcement agencies, and civil and criminal courts, or an anticipated or ongoing internal investigation, audit or review conducted by the Organization. During the occurrence of an anticipated or ongoing investigation or legal proceeding as set forth above, the Administrator shall suspend any further disposal of documents until such time as the Administrator, with the advice of counsel, determines otherwise. The Administrator shall take such steps as necessary to promptly inform all staff of any suspension in the further disposal of documents.

APPENDIX A – RECORD RETENTION SCHEDULE

Keep these records in electronic version permanently and also in paper copies for five years

- Articles of Incorporation
- Audit reports, from independent audits
- Corporate resolutions
- Checks
- Determination Letter from the IRS, and correspondence relating to it
- Financial statements (year-end)
- Insurance policies
- Minutes of board meetings and annual meetings of members
- Real estate deeds, mortgages, bills of sale
- Tax returns
- Invoices

Defining Administrative Costs and Duties¹²

Nonprofits that file IRS Form 990 must allocate their annual expenses into three categories:

- “Program expenses”— are expenses directly related to carrying out the Organization’s mission, and that result in goods or services being provided.
- “Administrative expenses” – are defined as costs related to administering the day-to-day activities of the Organization. These expenses do not directly relate to the purpose for which the organization exists and includes activities such as bookkeeping, management, and governance. expenses for your nonprofit’s overall operations and management—for example, costs of board of directors' meetings, general legal services, accounting, insurance, office management, auditing, human resources, and other centralized services, and “Administrative costs”, on the other hand, are how you exist as a nonprofit. Admin costs are incurred as you direct and control your organization itself. Paying certain employees’ salaries, purchasing office supplies, and paying the electric bill so the lights keep working are all examples of the admin costs that you incur in the process of remaining a going concern.
- “Fundraising expenses”—include costs for publicizing and conducting fundraising campaigns, maintaining donor mailing lists, conducting special fundraising events, and any other activities that involve soliciting contributions. Examples of these expenses are the costs of holding a fundraising event, solicitation of contributions, or salary of individuals involved in the fundraising process. These are costs of all activities that relate to an appeal for financial support or for a contribution to an organization. Examples of these expenses are the costs of holding a fundraising event, solicitation of contributions, or salary of individuals involved in the fundraising process.

Together, administrative expenses and fundraising expenses make up a nonprofit’s “overhead,” or “operating expenses.”

Continuity of Operations Plan*

¹ <http://blueavocado.org/content/board-members-guide-nonprofit-overhead>

² <http://overheadmyth.com/>

<http://www.nolo.com/legal-encyclopedia/reporting-nonprofit-operating-expenses.html>

In case of an emergency, employees and members of the team should contact the Executive Director or President for instructions and resources. The Executive Director is responsible for IT response program continuity, and coordination, the President is responsible for assisting with community outreach, and the Bookkeeper is responsible for continuity of financial operations. If necessary, an alternate meeting site will be selected by the Executive Director or President. In the case of no availability of meeting space, staff and volunteers will work remotely and communicate via telephone or virtual meetings for check-ins until a space is available.

Emergency Preparedness Policy

Due to the small size of the organization, in the case of an emergency (medical, fire, bomb threat, chemical/biological threat, etc.), any affected parties should call 911 (or the relevant emergency service number in the affected party's jurisdiction), then notify the Executive Director or President, if the Executive Director is not available. All should vacate the premises immediately and seek the nearest, safe shelter.

Terms of Use Policy

Terms of Use

Adopted by the Board of Directors, Sept 10, 2022

This website, <https://www.humanimpactsinstitute.org>, and our social media sites (the “**Sites**”) are hosted by Human Impacts Institute (“**we**,” “**us**,” or “**our**”). We welcome all users to the Sites. All users should read our Privacy Policy available on our Sites [humanimpactsinstitute.org](https://www.humanimpactsinstitute.org). Our Privacy Policy explains our practices regarding the collection, use, and disclosure of personal information from users, who register on the Sites. As stated in our Privacy Policy, our Sites are not directed to children under the age of 13 and we do not knowingly collect personal information from children under the age of 13 without a verifiable parental consent. If you are under the age of 18, your parent or legal guardian must agree to these Terms of Use on your behalf and you may register an account on the Sites only with permission from your parent or legal guardian.

By using the Sites or expressly consenting to the Terms of Use, you agree to be bound by all the terms and conditions contained in these Terms of Use, **including the Dispute Resolution and Arbitration Agreement**. Please read these Terms of Use carefully. When you use any current or future version of the Sites, you also will be subject to these Terms of Use. We may, from time to time, modify the Terms of Use. When we make changes, we will post the revised Terms of Use on our website. Your use of the Sites following any such modification constitutes your agreement to the modified Terms of Use.

Acceptable Use of the Sites

You are responsible for your use of the Sites, and for any use of the Sites made using your account. Our goal is to create a positive, useful, and safe user experience. To promote this goal, we prohibit certain kinds of conduct that may be harmful to other users or to us. When you use the Sites, you may not:

- violate any law or regulation;
- violate, infringe, or misappropriate other people’s intellectual property, privacy, publicity, or other legal rights;
- post or share anything that is illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable;
- send unsolicited or unauthorized advertising or commercial communications, such as spam;
- engage in spidering or harvesting, or participate in the use of software, including spyware, designed to collect data from the Sites;
- transmit any viruses or other computer instructions or technological means whose purpose is to disrupt, damage, or interfere with the use of computers or related systems;
- stalk, harass, or harm another individual;
- impersonate any person or entity or perform any other similar fraudulent activity, such as phishing;
- use any means to scrape or crawl any Web pages contained in the Sites;
- attempt to circumvent any technological measure implemented by us or any of our providers or any other third party (including another user) to protect the Sites;
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software or other underlying code used to provide the Site; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

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Human Impacts Institute respects and honors the intellectual property of others. If you believe that your work has been copied and is accessible on the Sites in a way that constitutes infringement, please provide Human Impacts Institute with the following information: (1) identification of the copyrighted work claimed to have been infringed; (2) identification of the allegedly infringing material on the Sites that is requested to be removed; (3) your name, address, and daytime telephone number, and an email address, so that we may contact you if necessary; (4) a statement that you have a good-faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law; (5) a statement that the information in the notification is accurate and, under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed; and (6) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

Pursuant to our rights under the Digital Millennium Copyright Act ("DMCA"), we have designated a copyright agent to receive copyright infringement notices.

ATTN: Copyright
Human Impacts Institute
312 South Third Street, #7
Brooklyn, NY 11211, USA

Forums

As used in these Terms of Use, “**Forum**” means an area, site, or feature (such as chat rooms, bulletin boards, Human Impacts Institute’s pages on social media sites, and e-mail or instant messaging features) offered as part of the Sites that enables visitors to submit, display and/or view content and/or to communicate, share or exchange content with other Site visitors and members of the general public. Any submission may be routed through our servers, third party servers on our behalf, and the Internet (where it may be viewed by the general public), so you have no expectation of privacy for any submitted content. Since we cannot guarantee security of information on a Forum, your use is at your own risk.

We are not responsible for the accuracy of any User Content contained in any Forum or otherwise on our Site.

User Profile Information

When you set up a member profile, Human Impacts Institute will require you to provide a password, username, or other information such as your name and email address. You agree and represent that all of the information you provided is accurate and up-to-date. You are solely responsible for keeping your login information current and confidential. You may not transfer, sell, or assign or sub-license your user profile to any third party without our prior written approval. You are solely responsible for all your individual usage or activity on the Sites including, but not limited to, use of the Sites by any person who uses your user profile, with or without authorization. You agree to notify Human Impacts Institute of any breach of security on your account. Human Impacts Institute will not be liable for losses incurred as a result of an unauthorized use of a password, or user profile.

You are responsible for the protection of the password that you use to access the Sites and for any activities or actions under your password. We encourage the use of "strong" passwords with your account.

User Content

The Sites allow you to upload, submit, store, send, or receive content and data (“**User Content**”). You retain ownership of any intellectual property rights that you hold in that User Content. In other words, you own your User Content.

When you upload, submit, store, send, or receive User Content to or through the Sites, you give us permission to reproduce and use your User Content as follows: You grant to us and those we work with a license to use, host, store, reproduce, modify, create derivative works (such as translations, adaptations, or other changes we make so that User Content works better with the Sites and services), publicly perform, publicly display, and distribute your User Content. This license is for the purpose of operating, promoting, and improving the Sites, to promote Human Impacts Institute, as well as for other purposes that we may determine in its sole discretion. Our license to your User Content is non-exclusive, meaning you may use the User Content for your own purposes or let others use your User Content for their purposes. This license is fully-paid and royalty free, meaning we do not owe you anything else in connection with our use of your User Content. We may exercise our rights under this license anywhere in the world. Lastly, this license is perpetual, meaning that our rights under this license continue even after you stop using the Site.

You promise that:

- you own all rights to your User Content or, alternatively, that you have the right to give us the rights described above; and

•your User Content does not infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party.

By submitting User Content, in addition to any other grants which may be granted in any other agreement entered into between you and Human Impacts Institute and if you provide such information or content to Human Impacts Institute, you irrevocably grant Human Impacts Institute and its successors, assigns, and licensees, the right to use your name, likeness, image, and biographical information in any and all media for any purpose, including, without limitation, advertising and publicity purposes, as well as in connection with the Sites and hereby release Human Impacts Institute from any liability with respect thereto.

We may refuse to accept or transmit User Content for any reason. We may remove User Content from the Site for any reason.

Eligibility

By using the Sites, you represent and warrant that (a) all registration and membership information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 13 years of age or older; and (d) your use of the Sites does not violate any applicable law or regulation. Your profile may be deleted and your account may be terminated without warning if we believe that you are under 13 years of age, if we believe that you are under 18 years of age and you represent yourself as 18 or older, or if we believe you are over 18 and represent yourself as under 18.

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Third Party and Co-Branded Websites

The Sites may contain hyperlinks (“**Links**”) to websites operated by persons or entities other than Human Impacts Institute (“**Third-party Websites**”). We provide these Links for your reference and convenience only. A Link from Human Impacts Institute to a Third-party Website does not imply or mean that we endorse

the content on that Third-party Websites or the operator or operations of those websites. You are solely responsible for determining the extent to which you use any content at any Third-party Websites to which you might link from our Sites.

Human Impacts Institute is not responsible or liable for any loss or damage incurred as a result of any dealings with any Third-party Websites, any merchant or operator of a Third-party Website, or any other person with whom you may engage in any transaction.

Your Responsibilities

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