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### **Fund-Raising and Development**

#### **Section 7.01**

##### **Division of Fund-Raising Responsibilities within Special Olympics**

Each Accredited Program is solely responsible for raising the funds needed to pay for its own program and administrative operations. SOI is responsible for raising the funds needed for SOI's programs and administrative operations, and for supporting the growth of existing Accredited Programs (through grants from SOI and other means) as well as the worldwide expansion of Special Olympics. SOI has the exclusive authority within Special Olympics to conduct, or to approve arrangements for, a broad range of fund-raising activities, including (but not necessarily limited to), those which are conducted on a worldwide, regional, or on a multi-Program basis, as provided in Section 7.02. Subject to SOI's exclusive authority as provided in these General Rules, Accredited Programs have the authority to engage in or authorize certain types of fund-raising activities conducted entirely within their respective geographic jurisdictions, as set forth in this Article 7.

#### **Section 7.02 (SEE U.S. SPECIFIC RULES)**

##### **SOI's Exclusive Authority**

SOI has the exclusive right and authority to conduct (or to authorize third parties to conduct) any or all of the following activities for the purpose of raising funds for the benefit of SOI and/or Special Olympics:

##### **7.02 (a)**

###### ***Worldwide and World Games Sponsors***

To enter into all multi-jurisdictional agreements and arrangements for support from corporate and other organizational sponsors (collectively, "**Corporate Sponsorships**") for the Special Olympics Movement and for all World and Regional Games; SOI may authorize a GOC to arrange for certain Corporate Sponsorships for World Games, on terms to be set forth in SOI's written contract with that GOC concerning those World Games.

##### **7.02 (b)**

###### ***Licensing Use of "Special Olympics" Name***

To enter into all agreements which contemplate or require that a corporate sponsor or any other third party be granted authorization to make any use of the name "Special Olympics," either in marketing its own products or services (such as through a cause-related marketing promotion in which the public is informed that its purchase of a particular item will raise funds for Special Olympics), in sponsoring a particular event, or in acknowledging its own support for



the Special Olympics Movement (such as where a sponsor publicizes that it is a supporter of "Special Olympics").

### **7.02 (c) (SEE U.S. SPECIFIC RULES)**

#### ***Multi-Jurisdictional Activities***

To arrange for (or to approve in advance all agreements made by Accredited Programs concerning) all fund-raising activities, including but not limited to, Corporate Sponsorships, cause-related marketing promotions and/or fund-raising or promotional events which will be conducted either: (i) on a worldwide basis; (ii) on a multi-national basis through activities conducted in the jurisdictions of two or more Programs; or (iii) via the Internet or worldwide web.

### **7.02 (d)**

#### ***Regional Sponsors and Regional Games Sponsors***

To approve all Corporate Sponsorships for Regional Games, Corporate Sponsorships of a particular Region, and/or Corporate Sponsorships of two or more Programs, whether or not those Corporate Sponsorship arrangements involve the sponsorship or support of Games; in the case of Regional Games, or Multi-Program Games, SOI may authorize a GOC or a hosting Program to arrange for certain Corporate Sponsorships for such Games, on terms to be set forth in SOI's written contract with that GOC or that hosting Accredited Program concerning those Games.

### **7.02 (e)**

#### ***Multi-Jurisdictional and International Fund-Raising for the Torch Run***

To arrange for or authorize in advance all multi-Program, Regional and international Corporate Sponsorships, and all other multi-Program, Regional, and international fund-raising activities or events which are designed to raise funds through or for the Torch Run; SOI may authorize the Torch Run Executive Council to plan or conduct specific fund-raising events for the Torch Run, either through its own efforts (with assistance from Accredited Programs) or in collaboration with law enforcement organizations whose members participate in the Torch Run.

### **7.02 (f)**

#### ***Endowment Fund-Raising***

To conduct (or to authorize third parties to conduct) all fund-raising activities which are dedicated to or directed at the development of an endowment fund for the benefit of the Special Olympics Movement.

**7.02 (g)*****Foundation Grants***

To approach and seek grants or other forms of funding from foundations, wherever located, which offer grants or other types of financial support to non-profit organizations, except that Accredited Programs may also seek such funding in accordance with Section 7.03(e).

**7.02 (h)*****Digital Fund-Raising***

In order to promote uniform standards for all Digital Fund-Raising conducted in the name or for the benefit of Special Olympics, SOI shall provide written guidelines for all Accredited Programs and GOCs concerning the circumstances under which any Accredited Program may engage in Digital Fund-Raising. Digital Fundraising shall include any fund-raising activities which are to be undertaken for the benefit of Special Olympics, SOI, or any Accredited Program or GOC using the Internet, social media or any other form of international or interstate computer-based or telecommunications technology other than mere telephone solicitation, whether presently known or developed in the future, which involves the solicitation or receipt of contributions through computer-based marketing of goods or services, e-mail messages to or from donors or through any website, social media channel, text messages or other on-line telecommunications or digital media sources (collectively, "**Digital Fund-Raising**"). No Accredited Program shall engage in any Digital Fund-Raising unless those activities are conducted in accordance with these General Rules and SOI's written guidelines.

**7.02(i) (SEE U.S. SPECIFIC RULES)*****Fund-Raising with Amateur or Professional Sports Associations or Franchises***

To conduct or authorize any fund-raising activities or promotional events which are sponsored by, or held with the support or participation of, amateur sports associations or amateur sports leagues, professional sports associations or professional sports leagues, such as the National Basketball Association, Major League Baseball, the National Hockey League, the International Hockey League, the Federation Internationale de Football Association, or the Professional Golf Association, whenever such league or association has teams or holds events in more than one Accredited Program's jurisdiction, regardless of whether the proposed fund-raising events or activities will be limited to a particular location or conducted on a multi-Program, regional or international basis. (As provided in Section 7.03(l)), an individual Accredited Program is not prohibited by this subsection from soliciting or accepting sponsorship support or other types of financial support from any amateur or professional sports team located within its jurisdiction or from associations or leagues which are based entirely in its jurisdiction.)













Program's authority under this Article 7, if that activity would be otherwise prohibited by any other provision of the Uniform Standards.

#### **7.04 (f)**

##### ***Names of Program and Fund-Raising Events; Identification of Sponsors***

- (1) **Identification of Sponsors.** Corporate sponsors or other organizations which support Accredited Programs shall be recognized by Accredited Programs only as "sponsors," "providers," or "supporters" of the Accredited Program, or other similar terminology. Accredited Programs shall not permit such organizations to include the name "Special Olympics," the name of the Accredited Program, or any other SO Mark in their own names or in the names of their products or services.
- (2) **Names of Program Events.** Accredited Programs shall not permit any corporate sponsor or other organizational supporter of the Accredited Program to add its organizational or product names to the name of any Special Olympics Games, Tournament, demonstrations or any other training or competition event.
- (3) **Names of Fund-Raising Events.** Corporate sponsors or other organizational supporters of an Accredited Program which conduct their own promotional or fund-raising events for the benefit of the Accredited Program may identify their own events using their organizational or product names, and indicate that the events are "for the benefit of" the Accredited Program, but shall be required to use the name of the Accredited Program only in accordance with the Uniform Standards, and with any more specific requirements which may be imposed by the affected Accredited Program. SOI shall have an ongoing right to approve the ways in which any SO Mark is used by such organizations, or by Accredited Programs, in announcing and publicizing their support of Special Olympics.

#### **7.04 (g)**

##### ***Compliance with Sponsorship Requirements***

All Accredited Programs shall comply with the sponsorship designations in Section 7.05.

#### **7.04 (h)**

##### ***Contributions from Parents***

Accredited Programs may solicit or accept unsolicited contributions from persons who are the parents or guardians of Special Olympics athletes.

#### **7.04 (i)**

##### ***Fund-Raising Activities by Sub-Programs***

All authorizations granted to a Sub-Program to conduct fund-raising activities within its jurisdiction shall be in writing, and shall comply with the other requirements of these General



Rules and the other Uniform Standards. Each Accredited Program shall be required to exercise sufficient supervision and control over the fund-raising conducted directly by its Sub-Programs, in order to ensure that its Sub-Programs comply with the requirements of these General Rules. Every Accredited Program shall be responsible to SOI for the manner in which all fund-raising activities are conducted by its Sub-Programs.

#### **7.04 (j)**

##### ***Prohibition on Formation of Separate Entities***

No Accredited Program may establish a corporation, partnership, foundation, trust, supporting organization, or any other entity without SOI's prior written consent.

#### **7.04 (k)**

##### ***Tax Exemption Considerations***

Every Accredited Program shall conduct all fund-raising activities in a manner which complies with the requirements in its jurisdiction for maintaining its exemption from taxes. Where legally permissible and feasible, each Accredited Program shall structure its fund-raising activities so as to avoid or at least minimize the payment of sales, use, excise or similar taxes.

**(SEE U.S. SPECIFIC RULES FOR SECTION 7.04 (o))**

## **Section 7.05**

### **SOI's Designation of Exclusive and Non-Exclusive Sponsors**

#### **7.05 (a)**

##### ***Definitions***

For purposes of this Article 7, the terms listed below have the following meanings:

- (1) **"Exclusive Sponsor"** means a sponsor of SOI, a sponsor of a GOC, or a Multi-Jurisdictional Sponsor that SOI and/or a GOC has agreed, consistent with the requirements of this Section 7.05, to recognize exclusively within a particular category of goods or services as a supporter of SOI, a GOC, any Regional Games or World Games, or a worldwide, or Regional, or Multi-Jurisdictional Sponsor of Accredited Programs.
- (2) **"Product Category"** means the particular category or categories of goods and/or services for which an Exclusive Sponsor designated by SOI or a GOC has been granted exclusive recognition.
- (3) **"Non-Exclusive Sponsor"** means a sponsor of SOI, a sponsor of a GOC, or a worldwide, Regional, or Multi-Jurisdictional Sponsor to which SOI (or the relevant GOC) has not made any exclusivity commitment in that sponsor's product or service category.



- (4) **"Multi-Jurisdictional Sponsor"** means a potential or actual sponsor of two or more Accredited Programs, and/or any potential or actual sponsor which offers or provides financial or in-kind support for the benefit of more than one Accredited Program, whether on a multi-State, multi-jurisdictional or Regional basis.
- (5) **"Multiple Industry Sponsor"** means a sponsor which is involved in multiple and diverse lines of business, to the extent that it is not readily associated with or engaged in specific, identifiable, product or service categories.

### **7.05 (b)**

#### ***SOI's Authority to Designate Exclusive Sponsors and Multi-Jurisdictional Sponsors; Obligations of Accredited Programs***

SOI has the sole authority to select and contract with Exclusive Sponsors (or to authorize a GOC to select and contract with Exclusive Sponsors). SOI shall follow the procedures set forth in subsection (c) below in selecting and contracting with all Exclusive Sponsors. SOI also has the sole authority to select and contract with Multi-Jurisdictional Sponsors, and to designate those Multi-Jurisdictional Sponsors as either Exclusive Sponsors (subject to the procedural requirements of Section 7.05(c)), or as Non-Exclusive Sponsors. Once SOI has designated an Exclusive Sponsor, Accredited Programs shall respect SOI's exclusivity commitments to that Exclusive Sponsor and otherwise recognize that Exclusive Sponsor's support of Special Olympics, as provided in Section 7.06(a). Accredited Programs shall also recognize the support provided by Non-Exclusive Sponsors designated by SOI, as provided in Section 7.06(c).

### **7.05 (c)**

#### ***Procedures for Designating Exclusive Sponsors***

SOI shall comply with the following procedures when selecting and contracting with Exclusive Sponsors:

- (1) **Notice to Accredited Programs.** SOI shall identify all Exclusive Sponsors by written notice to all Accredited Programs. SOI shall also provide Accredited Programs with written notice of all Exclusive Sponsors designated by any GOC in accordance with this Section 7.05. Exclusive Sponsors may be sponsors of SOI, sponsors of a GOC, sponsors of World Games or Regional Games, Multi-Jurisdictional Sponsors, or Multiple Industry Sponsors. When designating Exclusive Sponsors, SOI (or, if applicable, a GOC) shall notify Accredited Programs of the Product Category for which that Exclusive Sponsor has been granted exclusive recognition (unless the sponsor in question is a Multiple Industry Sponsor, and therefore has no designated Product Category).
- (2) **Standards for Selecting Exclusive Sponsors.** SOI has the sole discretion to determine the identity, number and Product Categories for all Exclusive Sponsors and the geographic



scope of the exclusivity to be accorded to each Exclusive Sponsor. However, before granting worldwide exclusivity to any Exclusive Sponsor, SOI will solicit the views of Accredited Programs and consult with the IAC and the Regional Leadership Councils, in order to obtain and consider the views of Accredited Programs concerning proposed exclusivity arrangements with specific sponsors. SOI will also collaborate actively with the IAC and the Regional Leadership Councils to identify sponsorship arrangements with the greatest potential for benefiting the Special Olympics Movement at as many levels as is possible. In general, and subject to SOI's final authority to determine whether and on what terms to designate Exclusive Sponsors, SOI will consider, before designating and granting worldwide exclusivity to any Exclusive Sponsor, the extent to which that sponsor is prepared to provide support for Accredited Programs, whether Regionally or worldwide, in addition to the support it offers to provide for SOI, a GOC, or for World or Regional Games, and the extent to which an exclusivity arrangement with that sponsor would unduly restrict Accredited Programs, by virtue of the requirements of Section 7.06(a), from making sponsorship arrangements with competitors in the affected Product Category which would provide significant financial or in-kind support for that Accredited Program.

## **Section 7.06**

### **Sponsor Recognition Requirements**

Accredited Programs shall recognize the support of Exclusive Sponsors (and honor their exclusivity arrangements with SOI or a GOC), and recognize the support of Non-Exclusive Sponsors as provided in this Section 7.06 (collectively, the "**Sponsor Recognition Requirements**"):

#### **7.06 (a)**

##### ***Recognition of Exclusive Sponsors***

(1) Accredited Programs shall recognize all Exclusive Sponsors designated by SOI or a GOC, by: (i) providing such Exclusive Sponsors with the public recognition required by Section 7.06(b); and (ii) unless otherwise authorized in advance and in writing by SOI, by not entering into with any third party any sponsorship, cause-related marketing promotion, or other type of fund-raising or promotional agreement which contemplates or requires any public acknowledgment of support for or affiliation with the Accredited Program by that third party (or any other third party) that is a competitor of an Exclusive Sponsor in its Product Category.

#### **7.06 (b)**

##### ***Types of Recognition to be accorded to Exclusive Sponsors***

All Accredited Programs shall recognize, and assist SOI in publicizing, the support provided to Special Olympics by Exclusive Sponsors, by providing the following types of public recognition to Exclusive Sponsors:



- (1) **Designations.** Accredited Programs shall publicly refer to Exclusive Sponsors by using the sponsorship designations of "Worldwide Sponsor," "Worldwide Partner," "Regional Sponsor," or any other designations which SOI identifies in writing for its Accredited Programs as the approved method for identifying and recognizing a particular Exclusive Sponsor.
- (2) **Banner Displays.** Accredited Programs shall also publicly recognize Exclusive Sponsors through the display of banners, which shall be provided by SOI at SOI's expense or at the expense of the relevant Exclusive Sponsor. Such banners shall be displayed, at a minimum, at the sites of all Accredited Program Games and events. The preceding sentence requires Accredited Programs to display (or cause others to display) the required sponsor-recognition banners at as many Games and events sites as is practicable, but at a minimum, at the venues for the closing ceremonies of the relevant Games and at the competition venue where the greatest number of athletes are expected to compete. To the greatest extent practicable, Accredited Programs shall also require their respective Sub-Programs to display such banners at the venues of Sub-Program Games and events.
- (3) **Other Recognition.** In addition to the banners described in this Section 7.06 (b), Accredited Programs shall also publicly recognize Exclusive Sponsors in their respective public relations materials, news releases, and other Program Materials, using design layouts and standardized wording to be provided and approved by SOI in advance for each Exclusive Sponsor. Accredited Programs shall also recognize such Exclusive Sponsors by inviting them to attend or participate in Accredited Program Games or other events, and by extending to their employees and officials the opportunity to participate as volunteers of the Accredited Program.

### **7.06 (c)**

#### ***Recognition of Non-Exclusive Sponsors***

Accredited Programs which do not have pre-existing conflicting arrangements with sponsors in the product or service categories of Non-Exclusive Sponsors shall offer such Non-Exclusive Sponsors (whether they be sponsors of SOI or of a GOC) a reasonable first option to provide sponsorship or cause-related marketing promotion support to the Accredited Program before the Accredited Program enters into a sponsorship or cause-related marketing promotion arrangement with a competitor of that Non-Exclusive Sponsor. Any such first option shall be extended to the Non-Exclusive sponsor by giving that Sponsor: (1) reasonable advance written notice of the existence of a sponsorship or cause-related marketing promotion opportunity for the support of the Accredited Program, with a copy of that notice to be provided to SOI (and, if applicable, the GOC) at least twenty-one (21) days before it is submitted to the Sponsor; and (2) a fair acceptable terms for providing that support. Accredited Programs must document





their compliance with these requirements in all dealings with existing and potential sponsors and other organizational supporters. In addition, Accredited Programs which do not have pre-existing conflicting arrangements shall publicly recognize, in their own jurisdictions, the support being provided for Special Olympics by the Non-Exclusive Sponsor, to the same extent provided for in Section 7.06(b), whether or not those Accredited Programs enter into their own sponsorship arrangements with that Non-Exclusive Sponsor. The requirements of this Section 7.06(c) shall not apply to Accredited Programs which, at the time that SOI provides written notice of the identity of any Non-Exclusive Sponsor of SOI or a GOC, already have pre-existing and conflicting arrangements with their own sponsors in the product or service category which is common to the Non-Exclusive Sponsor, except to the extent otherwise provided below in Section 7.06(d) concerning "Multiple Industry Sponsors".

#### **7.06 (d)**

##### ***Recognition for Multiple Industry Sponsors***

SOI and/or a GOC shall be entitled to enter into sponsorship arrangements with Multiple Industry Sponsors, on either an exclusive or a non-exclusive basis (subject to the required procedures in Section 7.05 for designating Exclusive Sponsors). If SOI notifies the Accredited Programs that SOI or a GOC has designated a Multiple Industry Sponsor, Accredited Programs shall recognize that Multiple Industry Sponsor within their own jurisdictions as supporters of SOI and of Special Olympics, whether or not that Accredited Program has its own sponsorship affiliation with other Multiple Industry Sponsors involved in the same product or service categories as the Multiple Industry Sponsor designated by SOI or a GOC. SOI will encourage its Multiple Industry Sponsors to provide support for Accredited Programs in the jurisdictions where such Multiple Industry Sponsors have offices or operations.

## **Section 7.07**

### **SOI's Contract Policies**

All fund-raising agreements entered into by Accredited Programs shall be in writing, and must include the following minimum contract protections, unless otherwise approved in advance and in writing by SOI:

#### **7.07 (a)**

##### ***Approval of Third Party Use of SO Marks***

The Accredited Program shall have, and must actually exercise in each instance, a right of advance written approval of all materials (such as promotional literature or merchandise) to be developed or distributed by any third party which will bear the name of the Accredited Program, the SO Logo (which may be used only in conjunction with the name of the Accredited Program), or any other SO Mark which SOI has licensed that Accredited Program to use. Through such approval process, the Accredited Program shall ensure that such third party fully



complies with all SOI ownership rights to the SO Marks, with the Graphics Standards Guide, and with other applicable provisions of the Uniform Standards.

#### **7.07 (b)**

##### ***Ownership of Accredited Program Assets***

The Accredited Program shall retain, and be recognized explicitly by all third parties as retaining, exclusive ownership of all Accredited Program assets which will be used or developed by a third party through the use or exploitation of any SO Marks, such as ownership of all donor lists and records containing the Accredited Program's list of active or lapsed donors.

#### **7.07 (c)**

##### ***Inspection of Financial Records***

The Accredited Program shall have the right to inspect and audit, with reasonable notice, all books and records and other financial documentation of a third party which relate to the third party's performance under the agreement, and a right to receive properly documented financial reports from the third party concerning the revenues raised from the project for the Accredited Program.

#### **7.07 (d)**

##### ***Fees and Expenses***

The agreement must clearly identify whether the Accredited Program will be responsible for paying any fees or expenses in connection with the project, including those incurred by subcontractors or other parties who will perform services for the third party which is contracting directly with the Accredited Program, and must explicitly protect SOI from any liability or responsibility to any third party for payment of such fees or expenses.

#### **7.07 (e)**

##### ***Insurance Coverage***

The agreement must require that the third party contracting with the Accredited Program obtain adequate insurance coverage for its activities in connection with the project, in amounts acceptable to the Accredited Program, including, but not limited to, coverage protecting the Accredited Program's interests in relation to the third party's access to donor lists, cash contributions to the Accredited Program, or other tangible or intangible assets of the Accredited Program.

**7.07 (f)*****Compliance with Laws and Voluntary Standards***

The agreement must explicitly require the third party to comply with all laws and regulations which apply to its activities under the agreement with the Accredited Program, including, if applicable, the laws of the Accredited Program's jurisdiction governing charitable solicitations and cause-related marketing contracts, as well as all Voluntary Standards (as defined in Section 5.11), if any, which may apply in that Accredited Program's jurisdiction.

**7.07 (g)*****Indemnification***

The agreement must require that the Accredited Program be indemnified by the third party from damages, costs, expenses and attorneys' fees arising out of any claims that might be made against the Accredited Program by any party stemming from the third party's failure to perform its obligations under the contract, or its unauthorized use of any SO Mark.

**7.07 (h)*****Length and Termination of Contract***

The agreement must specify the length or term of the agreement with the third party, the timing and circumstances under which the Accredited Program may terminate the agreement by providing written notice to the third party and must permit the Accredited Program to terminate the arrangement promptly if the third party defaults in performing its obligations under the agreement.

**Section 7.08****Fund-Raising Obligations of GOC's**

The authority and responsibilities of a GOC concerning fund-raising activities shall be specified in SOI's written agreement with each GOC. Unless otherwise provided in a written agreement, each GOC shall be obligated to comply with all of the Sponsorship Recognition Requirements in Section 7.06 in its efforts to raise funds for the support of any Regional Games, World Games or any other Games sanctioned by SOI.

**Section 7.09****Reporting Obligations of Accredited Programs**

Accredited Programs shall retain all fund-raising contracts for a period of at least three (3) years after their expiration or termination, or for any longer period required by the laws of their respective jurisdictions. If requested in writing by SOI, an Accredited Program shall provide SOI with copies of sponsorship, cause-related marketing promotion, direct marketing, or other types of fund-raising contracts entered into by that Accredited Program unless prohibited by law or where such information would be in violation of the confidentiality



provisions of an agreement between the Program and the contracting party. SOI shall have the right to inspect at any time any fund-raising contract entered into by an Accredited Program for the purpose of ensuring the Accredited Program's compliance with this Article 7 and the other Uniform Standards.

### **Section 7.10**

#### **Fund-Raising Information to be distributed by SOI**

SOI shall keep all Accredited Programs and GOC's regularly informed of SOI's corporate sponsorships, cause-related marketing promotion projects and other on-going efforts, in order to enable Accredited Programs and GOC's to comply with their sponsorship-recognition obligations under Section 7.06, and provide the cooperation required from Accredited Programs under Section 7.04(c).

### **Section 7.11**

#### **Cooperation in Protecting SO Marks and Other Intellectual Property Owned by SOI**

In planning and executing all fund-raising activities permitted by this Article 7, all Accredited Programs and GOC's must use their respective best efforts to identify and prevent the unauthorized use by third parties of any SO Marks, ensure that the SO Marks are used in connection with only those fund-raising activities which are consistent with the public image and reputation of Special Olympics, and protect the value and ownership of all copyrights, trademarks and service marks and other forms of intellectual property owned by SOI.

### **Section 7.12**

#### **Avoiding Use of Marks Owned by Third Parties**

Accredited Programs shall be responsible for ensuring that they do not use or misappropriate, or knowingly permit any sponsor or other third party to use or misappropriate, any name, logo, trademark, service mark, design or other form of intellectual property (individually and collectively, "**mark(s)**") which is/are owned by another party, unless the Accredited Program has obtained the express prior written consent of the owner of each such mark. Without limiting the intended generality of the immediately preceding sentence, no Accredited Program shall use or permit any third party to use any mark which has been registered by the USOC with the United States Patent and Trademark Office. SOI will assist Accredited Programs in identifying the marks which have been registered by the USOC.



## **Article 8**

# ***Financial Arrangements; Fiscal Accountability; Insurance***

### **Section 8.01**

#### **Standards for Financial Management**

All GOCs and Accredited Programs shall comply with the standards set forth in this Section 8.01 concerning sound financial management, provided however that SOI may grant more flexibility to new and developing Accredited Programs in complying with one or more of these requirements if warranted by the circumstances.

##### **8.01 (a)**

#### ***Protection of Assets***

Every Accredited Program shall have written procedures, to be approved by its Board of Directors/Program Committee, for protecting, accounting for, and if applicable, investing all cash and other assets of the Accredited Program.

##### **8.01 (b)**

#### ***Use of Assets***

Each Accredited Program shall use its assets solely for the purpose of operating and conducting Special Olympics programs within its jurisdiction in accordance with the Uniform Standards. No Accredited Program or GOC shall use any of its funds or other assets raised in the name of or provided for the benefit of Special Olympics for the support or benefit of any other charitable or commercial program, activity or organization. The preceding sentence specifically prohibits Accredited Programs and GOCs from using any Accredited Program assets or GOC assets, including any funds raised in the name of or for the benefit of Special Olympics, for funding participation in programs or competitions not sanctioned by the Special Olympics program.

##### **8.01 (c)**

#### ***Accounting and Control***

Each Accredited Program shall implement reliable internal control systems for recording and accounting for the receipt and expenditure of funds. These systems must be sufficient to guard against unauthorized and fraudulent acts, and must permit the Board of Directors/Program Committee, Executive/Program Director and outside auditors of the Accredited Program to rely on these systems with confidence for the purposes of financial management and decision-making.

**8.01 (d)*****Compliance with Accounting Standards******Applicable Accounting Principles***

Each Accredited Program and GOC shall have an established accounting system which complies with generally accepted accounting principles and standards, as articulated from time to time by national or international review boards or associations of certified public accountants.

**8.01 (e)*****Separate Bank Accounts***

Unless otherwise authorized by SOI, all monetary instruments received by or raised on behalf of an Accredited Program must be deposited into bank accounts opened and maintained solely in the name of that Accredited Program, and authorized to be opened for that purpose by written directive of the Accredited Program's Board of Directors/Program Committee. The Accredited Program's Organizational Documents must provide that funds may be disbursed from these accounts only by the specific officials or employees of the Accredited Program who are authorized to make withdrawals or disbursements, or to sign checks or drafts drawn on these accounts, by written directive of the Accredited Program's Board of Directors/Program Committee. All deposits into and expenditures from these accounts shall be properly recorded in accordance with applicable accounting principles in the Accredited Program's financial books and records. Accredited Programs which have accredited Sub-Programs must ensure that the accrediting Program retains signature authority over each such account, in order to permit the accrediting Program to access such accounts for the purpose of ensuring compliance with the requirements of Section 7.04(k) and the other Uniform Standards which pertain to the operations of Sub-Programs.

**8.01 (f)*****Compliance with Laws***

All Accredited Programs shall comply with the laws and regulations of their respective jurisdictions, including but not limited to all laws and regulations which govern taxation, tax-exempt status, financial reporting, authorization to conduct business, and fund-raising activities and practices.

**8.01 (g)*****Conflicts of Interest***

All Accredited Programs shall comply with the conflicts-avoidance policies set forth in Section 5.13.



### **8.01 (h)**

#### ***Sub-Program Information***

The books and records of each Accredited Program shall include the combined results, reflected as for a single reporting entity, of all accredited Sub-Programs within that Program's jurisdiction, unless otherwise approved in advance by SOI.

## **Section 8.02**

### **Fiscal Years**

The fiscal year recognized by all Accredited Programs and Sub-Programs shall be the calendar year, unless otherwise approved in advance by SOI.

## **Section 8.03**

### **Development of Strategic Annual Plans and Program Budget**

#### **8.03(a)**

Every Accredited Program shall endeavor to develop multi-year plans aligned with SOI's strategic plans and priorities and prepare a written operational plan for each fiscal year (the "**Annual Plan**"), setting forth comprehensive goals for the Accredited Program's sports, programmatic, administrative and fund-raising goals, and its plans for growth. Each Strategic and Annual Plan shall be prepared in accordance with guidelines as to both form and content that may be provided by SOI from time to time and shall be submitted to SOI by a date to be established by SOI.

#### **8.03(b)**

Each Annual Plan shall include a written budget detailing all revenues and expenditures projected for the coming fiscal year, (the "**Program Budget**"). Each Annual Plan and accompanying Program Budget must be approved in advance of its adoption by the Accredited Program's Board of Directors/Program Committee, and must be submitted to SOI before the start of the year for which it was developed. SOI reserves the right to require an Accredited Program to revise or develop a substitute Annual Plan and Program Budget Program Budget, to the extent that SOI determines it necessary for the Accredited Program's sound financial management or as a condition for accreditation to that Accredited Program.

## **Section 8.04**

### **Financial Statements**

Every Accredited Program must develop and maintain accurate financial statements which comply with applicable accounting principles and are prepared in the currency of the nation in which the Accredited Program conducts its principal operations. Each Accredited Program must compare its financial statements at least quarterly with the Program Budget. Each Accredited Program shall prepare annual financial statements, in accordance with applicable



accounting principles, for each fiscal year. Such annual financial statements shall be filed with SOI as part of the reporting requirements of Section 8.06.

## **Section 8.05**

### **Audit Requirements**

#### **8.05 (a)**

##### ***Generally***

Each Accredited Program's annual financial statement shall be audited by an independent certified public accountant, or by an independent accounting professional in the Program's jurisdiction with recognition in the profession.

#### **8.05 (b)**

##### ***Results of Audit***

The results of all audits required by this Section 8.05 shall be reported in writing to the Accredited Program's Board of Directors/Program Committee. The financial controls and accounting systems used by each Accredited Program must be sufficient to enable the outside auditors of the Accredited Program to give their unqualified written opinion that those financial statements fairly reflect, in all material respects, the financial condition of the Accredited Program. SOI will review the appropriateness of continuing to accredit any Accredited Program if its independent auditors are unable to express an unqualified opinion concerning the review of the Accredited Program's financial statements for a given fiscal year. In such cases, SOI must be satisfied that the Board of Directors/Program Committee of the relevant Accredited Program has taken immediate and effective action to correct the deficiencies in control which precluded the Program's auditors from issuing an unqualified opinion. If the Accredited Program's outside auditors express a qualified opinion concerning the Accredited Program's financial statements, the Board of Directors/Program Committee of the Accredited Program shall promptly notify SOI of that fact in writing, and outline a detailed plan of action and timetable for eliminating the deficiencies which led to the auditors' qualified opinion.

#### **8.05 (c)**

With SOI's prior written approval, an Accredited Program may arrange for the review of its financial statements to be conducted in the form of a financial review by an independent certified public accountant, rather than an audit, if the fees for an audit are reasonably expected to be greater than four percent (4%) of the Accredited Program's total revenue and other support for the fiscal year to be examined through the review or audit.





## Section 8.06 Reporting to SOI

### 8.06 (a)

#### *Periodic Reporting*

SOI may require an Accredited Program to provide SOI with periodic reports, at reasonable intervals, concerning its finances and financial operations, in order to enable SOI to ensure that the Accredited Program is able to discharge its obligations under the General Rules and is in compliance with the Accreditation Standards.

### 8.06 (b)

#### *Annual Reporting*

No later than six (6) months following the end of each fiscal year, or by the date (if later than six (6) months following the end of the fiscal year) when the Accredited Program must file any annual tax return, financial statement or other form of financial report required by the laws of its jurisdiction, each Accredited Program shall provide SOI with an annual report, which shall be in such form as SOI may request from time to time and shall include copies of the following documents:

- (1) The Accredited Program's audited financial statements, including a balance sheet, a statement of support, revenue and expenses, a statement of changes in fund balances, a statement of changes in financial position, a statement of functional expenses, and
- (2) all appropriate footnote disclosures or other explanatory information required by applicable accounting principles in order to properly understand and interpret the financial statements plus the transmittal letter and management letter, if any, from the auditor;
- (3) A year-end Program Budget, which compares actual revenues and expenses to the budget provided to SOI pursuant to Section 8.03 above before the start of that fiscal year;
- (4) A written inventory, the accuracy of which is certified in writing by the Accredited Program's Board of Directors/Program Committee, listing all assets owned by the Accredited Program (including but not limited to bank accounts, leases, contracts, personal property, real estate, intangible assets, and any other asset recognized as such under the applicable accounting principles of the Program's jurisdiction);
- (5) A written report on the Accredited Program's success in achieving the programmatic, administrative, and fund-raising goals set forth in its Strategic Plan and its Annual Plan, with an explanation as to reasons why any specific goal was not achieved; and



- (6) A copy of the annual tax return or informational tax return filed by the Accredited Program with the governmental authorities in its jurisdiction which oversee tax or other financial matters.

### **Section 8.07**

#### **Financial Management of Sub-Programs**

Each Accredited Program is responsible, as a condition of obtaining and maintaining its own accreditation, for ensuring that all of its respective Sub-Programs conduct their affairs in accordance with the financial management and reporting standards outlined in this Article 8. SOI reserves the right to review independently the financial affairs and accounting controls of a particular Sub-Program and to take appropriate action based on the results of that review, whether conducted on SOI's own initiative or at the request of the accrediting Accredited Program.

### **Section 8.08**

#### **Accreditation Fees**

SOI may impose accreditation fees on all Accredited Programs ("**Accreditation Fees**") and require each Accredited Program to pay such fees on a timely basis as a condition for obtaining or maintaining that Program's accreditation. SOI shall calculate, invoice and collect Accreditation Fees from Accredited Programs, and otherwise administer and enforce all aspects of its Accreditation Fee system, in accordance with uniform written standards which have been approved by SOI's Board and which shall be distributed to all Accredited Programs.

### **Section 8.09**

#### **Insurance Requirements**

**(a) General Insurance Requirements.**

Every Accredited Program and GOC is required to obtain and maintain appropriate insurance to protect it from the risk of potential liability to third parties and to protect against loss or damage to the property of the Accredited Program or GOC. All such insurance arrangements made by Accredited Programs and GOC's are subject to SOI's ongoing approval and to the requirements of this Section 8.09.

**(SEE U.S. SPECIFIC RULES FOR SECTION 8.09 (b))**



## ***Article 9***

### ***Interpretation of General Rules***

#### **Section 9.01**

##### **Substitute Terminology**

Wherever the phrase "intellectual disability" or "intellectual disabilities" appears in these General Rules, any Accredited Program may substitute "mental handicap", "mental disability", "mental retardation" or other phrase approved by SOI if such alternate phrase is required or recognized by the government in the jurisdiction where the Accredited Program is located. An Accredited Program or GOC may use such an alternate phrase (whether a phrase listed in the previous sentence or another phrase) only if the Program or GOC notifies SOI in writing, as SOI may require from time to time. Use of any other terminology shall require SOI's prior written approval.

#### **Section 9.02**

##### **Section Headings**

Headings are included in these General Rules for each Article and Section, and for many subsections, solely for the purpose of clarity, organization and convenience of reference. These headings are not intended to change the meaning of the particular provision to which they relate.

#### **Section 9.03**

##### **Rights of Third Parties**

SOI has promulgated these General Rules, and may amend them from time to time, solely in order to provide for the orderly administration of the Special Olympics Movement, and to provide written notice to Accredited Programs of the requirements for obtaining and maintaining authorization from SOI to conduct and operate officially sanctioned Special Olympics programs in their jurisdictions. These General Rules are not intended, however, to create or acknowledge any rights in any third parties, whether those rights are asserted against SOI, any Accredited Program, or any other authorized Special Olympics organization or Special Olympics employee or official.

#### **Section 9.04**

##### **No Waiver**

SOI shall determine, in its sole discretion, all questions concerning the application and enforcement of these General Rules in specific instances. The failure on SOI's part to insist on strict compliance by an Accredited Program in a particular situation, or to revoke accreditation or otherwise pursue remedies against an Accredited Program for violations of a particular



provision of these General Rules, shall not constitute, or be interpreted by any party as constituting, any type of waiver by SOI of any of SOI's rights under these General Rules, either generally or in that particular instance.

### **Section 9.05 Translations**

Accredited Programs may, at their own expense, translate these General Rules into any languages other than English. However, if there is any conflict between the meaning or interpretation of any translation and the meaning or interpretation of the English version of these General Rules, the English version of the General Rules shall govern and take precedence.

### **Section 9.06 Applicability of Rules; Superseding Effect**

These General Rules supersede and take precedence over all prior versions of the Special Olympics General Rules, including, without limitation, those previously entitled "U.S. General Rules" and "International General Rules".



## **Article 10**

### **Definitions** (SEE U.S. SPECIFIC RULES)

#### **Section 10.01** **Definitions**

The words and phrases listed below have the following meanings whenever they are used in these General Rules with initial capitalization:

**"Accreditation License"** means the written license which each Accredited Program is required to complete and submit to SOI as part of its application for new or renewed accreditation as an authorized Special Olympics program.

**"Accreditation Standards"** means the written criteria established by SOI for granting or renewing the accreditation of Accredited Programs, which criteria SOI may revise from time to time.

**"Accredited Program(s)"** means any Program, Sub-Program, or other organization accredited by or through SOI's authority to organize and conduct Special Olympics training and competition programs within a particular jurisdiction. Unless otherwise indicated by a specific Section of these General Rules, the phrase "Accredited Program" is a generic reference to both International Programs and U.S. Programs. Where required by the context, the phrase "Accredited Program" also includes Sub-Programs.

**"Board of Directors/Program Committee"** means the board of directors of any Accredited Program which is operated as an independent legal entity, or the committee or association which has the ultimate legal responsibility for governing the affairs of any Program which is not operated as an independent legal entity.

**"Executive Officer/Program Director"** means the individual who has the authority and responsibility for managing the day-to-day affairs of an Accredited Program, as required by Article 5, Section 5.02(e).

**"Founding Committee"** means a committee formed to create an Accredited Program in a jurisdiction where there is no Accredited Program or to reorganize a formerly Accredited Program.

**"Games"** means, generally, any Special Olympics Summer Games and/or Special Olympics Winter Games offered or conducted by SOI, a GOC, an Accredited Program, or any other organization or entity licensed by SOI to conduct Games under the name or auspices of Special Olympics in which there is competition in three (3) or more Official Sports.



**"GOC ('s)"** means, individually and collectively, the Games Organizing Committee(s) licensed and authorized by SOI to organize, finance and conduct specific World Games and/or any other SOI-sanctioned events.

**"Graphics Standards Guide"** means the publication entitled "Graphic Standards Guide" issued periodically by SOI for the use of all Accredited Programs, and any amendments or supplements to the Graphics Standards Guide subsequently approved by SOI.

**"Intellectual Disability"** and **"Intellectual Disabilities"** shall, for the purposes of Special Olympics, have the meaning set forth in Section 2.01, and shall be deemed identical in meaning to the phrase "mental retardation" as traditionally used in Special Olympics. Any substitute term approved by SOI in accordance with Section 9.01 shall also have the same meaning as "intellectual disability" (i.e., "mental retardation") for the purposes of Special Olympics.

**"MATP"** is defined in Section 3.12.

**"Multi-Program Games"** means any Summer Games and/or Winter Games offered or conducted on a multi-national basis, but not on a Regional or worldwide basis, by SOI or SOI's authorized designees, or by two or more Accredited Programs with prior authorization from SOI.

**"Program Committee"** is defined under the term "Board of Directors/Program Committee" in this Section 10.01.

**"Program Games"** means any Summer Games and/or Winter Games offered or conducted on a multi-jurisdictional basis by a Program.

**"Recognized Sports"** is defined in Section 3.04(d).

**"Program"** means the Accredited Program licensed and authorized by SOI as provided in these General Rules to operate Special Olympics programs within the boundaries of a particular nation, state or city.

**"Official Sport(s)"** means, individually and collectively, the Official Summer Sports and/or the Official Winter Sports.

**"Official Summer Sports"** is defined in Section 3.04(b) (1).

**"Official Winter Sports"** is defined in Section 3.04(b) (2).

**"Prohibited Sports"** is defined in Section 3.04(h).



**"Regional Games"** means any Summer Games and/or Winter Games offered or conducted on a multi-national basis, but not on a worldwide basis, by SOI or SOI's authorized designees, or by two or more Accredited Programs with prior authorization from SOI, which all Accredited Programs within that Region are invited to attend.

**"Region(s)"** means the regional and sub-regional divisions of Accredited Programs within discrete areas of the world, which SOI recognizes from time to time as provided in Section 1.07.

**"SOI"** means Special Olympics, Inc., the entity defined and described in Section 1.

**"SOI's Chairman"** means the Chairperson of the Board of Directors of SOI.

**"SOI Sports Rules"** means the separate document entitled "Official Special Olympics Sports Rules," which is issued periodically by SOI for the use of all Accredited Programs and GOCs in conducting training and competition in each Official Sport, as amended and updated from time to time by SOI.

**"SO Logo"** means the official logo of SOI and Special Olympics and all of its component marks and figures, which logo is depicted in the Graphics Standards Guide and is registered with the United States Patent and Trademark Office as SOI's official logo and registered mark.

**"SO Mark(s)"** means, individually and collectively: (1) the mark and name "Special Olympics," regardless of how that name is used or displayed, and specifically, whether or not it is used by itself or with SOI's name, the name of an Accredited Program, the name or logo of a GOC, or the name of a Special Olympics event; (2) the SO Logo; (3) any Games or GOC logo, slogan or theme used by SOI, a GOC or an Accredited Program; (4) Unified Sports®; (5) The Law Enforcement Torch Run® for Special Olympics; (6) any figures or logos used by SOI or any GOC as symbols for Official Sports; and (7) any other mark, name, logo, emblem, slogan, motto, depiction or other expression which SOI has approved for use in connection with Special Olympics, for which SOI has filed ownership registration(s) with the U.S. Patent and Trademark Office and/or any other trademark registration entity or governmental authority, or which SOI determines has become identified and associated with Special Olympics through repeated usage in connection with Special Olympics programs or events.

**"Special Olympics,"** or **"Special Olympics Movement,"** when used in these General Rules without any other modifying or limiting term, is intended as a generic reference to the Special Olympics program of sports training and competition and the global Special Olympics movement established and administered by SOI.

**"Sub-Program(s)"** means a provincial, local or community program located within the jurisdiction of an Accredited Program, which local/community program is specifically



accredited and authorized by an Accredited Program or by SOI, in accordance with these General Rules, to organize and conduct local Special Olympics programs within a defined area that is located entirely within the geographic jurisdiction of the accrediting Program.

**"Sub-Program Games"** means any Summer Games and/or Winter Games offered or conducted by a Sub-Program, encompassing the same geographic area that defines the jurisdiction of that Sub-Program.

**"Torch Run"** means, individually and collectively: (1) the Law Enforcement Torch Run® for Special Olympics, which consists of the relay run during which the Special Olympics Torch is carried from a pre-determined location (and from Athens, Greece in the case of any World Games) to the site of the opening ceremonies of any Games held by an Accredited Program, or, where applicable, to the site of the opening ceremonies of any Regional Games or World Games; and (2) fund-raising and public awareness activities in support of the Law Enforcement Torch Run for Special Olympics.

**"Tournament"** means any Special Olympics competition offered or conducted by SOI, a GOC, or an Accredited Program in one or two (but not more than two) Official Sports.

**"Unified Sports®"** is defined in Section 3.11.

**"Uniform Standards"** means, individually and collectively, these General Rules, the SOI Sports Rules, the World/Regional Games Charter, the Graphics Standards Guide, the Accreditation Standards, the Accreditation License, any subsequent changes or additions to any of these documents, and any other policies adopted by SOI by written notice to the affected Accredited Programs.

**"World Games"** means any Summer Games and/or Winter Games offered or conducted on a worldwide and international basis by SOI or a GOC.

**"World/Regional Games Charter"** means the document issued by SOI entitled "Charter for Special Olympics World/Regional Games," dated and revised as of October 1993, and any amendments or supplements or revised editions of that document approved by SOI.





# ***Supplement to Special Olympics General Rules – United States Specific Rules***

## ***Preface***

This supplement to the Special Olympics Official General Rules contains those General Rules specific to the United States Accredited Programs. The supplement should be read together with the General Rules.

## ***Article 3***

### ***Special Olympics Sports Training and Competition***

#### **Section 3.07 Awards**

##### **3.07(b)**

##### ***Obtaining Awards***

U.S. Programs shall obtain all awards to be distributed during Special Olympics competitions only from supplier(s) designated in their region in writing by SOI as the official authorized supplier(s) of Special Olympics athletic awards, as required by Article 3. SOI shall determine the size, design, composition and quality of all medals, ribbons and other athletic awards to be used during Special Olympics competitions as provided in the SOI Sports Rules. If SOI has not designated any official authorized supplier for a specific area of the world, the Program may obtain medals, ribbons, and other awards for supplies of their choice, provided that all such medals, ribbons, and awards comply with specifications established by SOI from time to time.

#### **Section 3.09 Conduct of SOI-Sanctioned Games**

SOI shall determine all matters concerning the organization and conduct of Regional Games, Multi-Program Games and U.S. Multi-State Games (which are referred to, individually and collectively, using the generic term "Games" in this Section 3.09). Unless otherwise determined by SOI, the following general policies shall govern the conduct of such Games:

**3.09 (a)*****Frequency***

Such Games may be held in accordance with whatever schedule SOI determines is in the best interests of Special Olympics, except that no Regional Games, Multi-Program Games or U.S. Multi-State Games shall be held within the six (6) months before the starting date of any World Games, or within six (6) months after the official closing date of any World Games.

**3.09 (b)*****Location***

SOI shall determine the location of such Games. SOI shall also select and contract with any GOC which is to be authorized by SOI to organize, finance and conduct such Games, or with any Accredited Program which is to have the responsibility for hosting or taking primary responsibility in planning such Games. SOI shall select the site for such Games in accordance with the procedures and criteria specified in the World/Regional Games Charter.

**3.09 (c)*****Governing Rules***

All such Games shall be conducted only with SOI's authorization, and in accordance with the SOI Sports Rules, the World/Regional Games Charter, and the other Uniform Standards.

**3.09 (d)*****Participating Programs; Eligible Athletes***

SOI shall determine which Accredited Programs are eligible to participate in particular Games, and shall also establish the eligibility requirements for the participating athletes other than those set forth in Article 2. SOI shall have the sole authority to establish binding quotas governing the overall size and composition of the delegations of athletes, coaches and other persons to be sent by Accredited Programs to such Games, as further provided in Section 3.08(d).

**Section 3.13  
Volunteers**

All Accredited Programs and GOC's should use volunteers in all aspects of their programs to the greatest extent possible, consistent with the requirements of these General Rules. Each Accredited Program shall institute and enforce written procedures for screening, training and monitoring volunteers. U.S. Programs and their respective Sub-Programs shall comply specifically with the requirements of this Section 3.13 in utilizing volunteers.

U.S. Programs and all GOCs operating within the United States shall comply with the following requirements:



### **3.13 (a)**

#### ***Classification of U.S. Program Volunteers***

Volunteers to U.S. Programs shall be classified into three functional categories, as follows:

- (1) "Class A" volunteers are those who (i) are or may be in regular close physical contact with athletes, such as coaches, drivers, and overnight hosts, or (ii) have or may have administrative and/or fiscal authority.
- (2) "Class B" volunteers are those who have or may have only casual or limited contact with athletes, such as Committee members and officials.
- (3) "Class C" volunteers are those who volunteer for Special Olympics for a single day or for a single event, and thus have the most limited contact with Special Olympics athletes.

### **3.13 (b)**

#### ***U.S. Program Volunteer Registration Requirements***

Each U.S. Program shall require all volunteers to register with that U.S. Program prior to their participation in Special Olympics. The required procedure for completing that registration will depend on the classification of the volunteer, as follows:

- (1) Class C volunteers may register on the same day of their participation (but before that participation actually begins), by providing the U.S. Program with their full name, complete address, telephone number, and if applicable, the name of the civic group or corporate sponsor with which they are associated.
- (2) Class A and Class B volunteers must provide all of the information required in subsection (1), as well as the following additional information:
  - i. positive photo identification (such as a driver's license or student identification);
  - ii. the names, addresses and telephone numbers of at least two personal references who are not family members; and
  - iii. written responses to the following questions:
    - (A) Do you use illegal drugs?
    - (B) Have you ever been convicted of a criminal offense?
    - (C) Have you ever been charged with neglect, abuse or assault?



(D) Has your driver's license ever been suspended or revoked in any state or other jurisdiction?

(3) Class A volunteers shall also, in addition to providing all of the information required by subsections (1) and (2) above, provide written authorization to the U.S. Program for the conduct of a criminal background check with appropriate state and local police authorities.

### **3.13 (c)**

#### ***Background Investigations***

Each U.S. Program shall institute procedures for further investigating the backgrounds of any prospective volunteers who respond affirmatively to any of the questions listed in subsection (2) (iii) above. In addition, each U.S. Program shall comply with the laws and regulations of its own jurisdiction with respect to its screening and supervision of volunteers. Where permitted by such laws, each U.S. Program shall, using the authorization described in subsection (b) (3) above, arrange for a background check to be made of any Class A volunteer, who responds affirmatively to any of the questions listed in subsection (2) (iii) above, with such check to be completed satisfactorily prior to that Volunteer's participation in Special Olympics.

### **3.13 (d)**

#### ***Orientation and Training***

All volunteers shall receive and be required to review, before the start of their participation, written information prepared by the U.S. Program concerning the general responsibilities of a Special Olympics volunteer and policies relative to appropriate individual personal behavior. In addition, Class A and Class B volunteers shall also receive additional in-person orientation and training conducted by staff of the U.S. Program before the start of their participation. SOI shall have the right to inspect and approve all volunteer orientation and training materials used by any Accredited Program in recruiting or training volunteers.



## ***Article 4***

### ***SOI's Governance of Special Olympics***

#### **Section 4.18**

#### **Registration and Protection of SO Marks**

##### **EFFECT ON U.S. PROGRAMS**

No U.S. Program (or Sub-Program accredited by a U.S. Program as permitted by these General Rules), Sub-Region or U.S.-based Advisory Committee may register any SO Mark or any copyright which is owned by SOI or which is related to or to be used in connection with Special Olympics with any non-government entity, with any state or local governmental authority or with the United States Patent and Trademark Office without SOI's prior written consent. In addition, no U.S. Program, Sub-Program within a U.S. Program, Sub-Region or U.S.-based Advisory Committee may file or prosecute any claim for misappropriation, infringement or other misuse of the SO Marks or other intellectual property associated with Special Olympics without SOI's prior written consent.



## ***Article 5***

### ***Governance and Operation of Accredited Programs***

#### **Section 5.01**

##### **Structural Requirements**

###### **U.S. PROGRAMS**

Each U.S. Program shall be separately incorporated as a non-profit corporation under the laws of its state, and shall qualify for and obtain tax-exempt status under Section 501(c) (3) of the Internal Revenue Code of the United States. SOI shall approve the form and type of organization of each U.S. Program at the time that SOI grants or renews accreditation for that U.S. Program under Article 5.

###### **5.01 (c)**

###### ***U.S. Programs***

Each U.S. Program shall be separately incorporated as a non-profit corporation under the laws of its state, and shall qualify for and obtain tax-exempt status under Section 501(c) (3) of the Internal Revenue Code of the United States. SOI shall approve the form and type of organization of each U.S. Program at the time that SOI grants or renews accreditation for that U.S. Program under Article 5.

###### ***Within U.S. Programs***

Sub-Programs accredited to operate within the jurisdictions of U.S. Programs may not be separate legal entities. Rather, each Sub-Program shall be operated as a division or branch of the accrediting U.S. Program, in order to ensure that the accrediting U.S. Program maintains full control over the assets and operations of its Sub-Programs.

#### **Section 5.11**

##### **Compliance with Voluntary Standards**

SOI voluntarily complies with the non-profit management and fund-raising standards issued in the United States from time to time by certain major charity monitoring groups, such as the Better Business Bureau Wise Giving Alliance. U.S. Programs must use their best efforts to comply with these voluntary standards, as well as with any other standards developed by similar organizations within a particular U.S. Program's jurisdiction regarding the governance, fiscal responsibility, public accountability and fund-raising practices of non-profit organizations (collectively, the "**Voluntary Standards**"). National Programs must also use their respective best efforts to comply with any equivalent Voluntary Standards which are issued by



organizations based outside of the United States for the purpose of guiding and fostering the ethical and efficient management of non-profit organizations in their respective jurisdictions. SOI's policy is to encourage full compliance with all such Voluntary Standards both within and outside of the United States (so long as such compliance would not otherwise cause an Accredited Program to be in violation of the Uniform Standards), in order to promote responsible governance, fiscal responsibility, public accountability, and ethical fund-raising practices by all Special Olympics programs.



## **Article 7**

### **Fund-Raising and Development**

#### **Section 7.02**

##### **SOI's Exclusive Authority**

SOI has the exclusive right and authority to conduct (or to authorize third parties to conduct) any or all of the following activities for the purpose of raising funds for the benefit of SOI and/or Special Olympics:

##### **7.02 (c)**

###### ***Multi-Jurisdictional Activities***

To arrange for (or to approve in advance all agreements made by Accredited Programs concerning) all fund-raising activities, including but not limited to, Corporate Sponsorships, cause-related marketing promotions and/or fund-raising or promotional events which will be conducted on a multi-state basis within the United States, through activities conducted in the jurisdictions of two or more U.S. Programs;

##### **7.02 (i)**

###### ***Planned and Deferred Gifts***

To develop uniform written guidelines for soliciting and administering planned or deferred gifts or bequests from members of the general public (the "**SO Planned Giving Guidelines**") and to authorize the creation of any separate or discrete funds or trusts which seek to pool donations resulting from multi-state or multi-jurisdictional solicitations for ultimate redistribution among two or more Accredited Programs, such as pooled income funds ("**Commingled Fund(s)**"); once SOI develops and issues the SO Planned Giving Guidelines, any Accredited Program may solicit planned and deferred gifts and bequests within its jurisdiction, so long as such solicitations comply with the minimum requirements of the SO Planned Giving Guidelines; in addition, SOI shall develop the SO Planned Giving Guidelines, including guidelines concerning the permitted creation or use of Commingled Funds by Accredited Programs, in collaboration with a Planned Giving Task Force to be appointed by SOI; the Planned Giving Task Force shall include representatives of Accredited Programs with experience or interest in the solicitation of planned or deferred gifts or bequests.





## 7.02 (j)

### ***U.S. National and International Direct Marketing Activities; Centralized Direct Mail Program***

To conduct, or to authorize third parties to conduct, all direct marketing fund-raising projects for the benefit of SOI or Special Olympics, including direct mail and telemarketing solicitations, on an international or regional basis, or nationally or on a multi-Program basis within the United States. Within the United States, SOI conducts a national, centralized direct mail program (the "**CDMP**") for the joint benefit of SOI and participating U.S. Programs, which may voluntarily elect to participate in the CDMP in lieu of conducting their own direct mail solicitations. SOI may also develop similar direct mail or other direct marketing programs on a national, Regional or global level, for voluntary participation by Accredited Programs on terms to be set forth in agreements between SOI and each participating Program.

## **Section 7.03**

### **Authority of Accredited Programs**

Each Accredited Program is authorized to engage in the types of fund-raising activities described in this Section 7.03, but only if and to the extent that: (i) all programs, events, activities, and promotions associated with such fund-raising activities are conducted entirely within the Accredited Program's jurisdiction; (ii) the activities are conducted only in the name of, or for the express support of, the Accredited Program (such as "Special Olympics Arkansas"), and not under the name "Special Olympics;" and (iii) the activities described are conducted in accordance with the other requirements of these General Rules, including the Sponsorship Recognition Requirements in Section 7.06. Each Accredited Program may:

## 7.03 (d)

### ***Direct Marketing Activities***

Conduct, or authorize reputable and experienced third-party fund-raisers to conduct, mass direct mail solicitations and/or mass telephone solicitations of businesses or of the general public within that Accredited Program's jurisdiction (unless, in the United States, that Program has elected to participate exclusively in the CDMP by written agreement with SOI, or if applicable, a Program has a written contract with SOI through which that National Program has agreed to participate exclusively in a national, regional or international direct mail program conducted by SOI).



## **Section 7.04**

### **Fund-Raising Responsibilities of Accredited Programs**

#### **7.04 (o)**

##### ***Tax Exemption Considerations***

Every Accredited Program shall conduct all fund-raising activities in a manner which complies with the requirements in its jurisdiction for maintaining its exemption from taxes. Where legally permissible and feasible, each Accredited Program shall structure its fund-raising activities so as to avoid or at least minimize the payment of sales, use, excise or similar taxes. In the United States, no Accredited Program may engage in any activities, whether or not they are characterized as "fund-raising" in nature or purpose, which could give rise to a determination by the Internal Revenue Service that the Accredited Program is involved in a trade or business which is unrelated to the Accredited Program's charitable purpose, or which could result in the Accredited Program's being deemed by the Internal Revenue Service to be receiving unrelated business income. For purposes of the preceding sentence, if a proposed fund-raising project raises doubts about whether pursuing it would cause the Accredited Program to receive unrelated business income or to incur potential liability for taxes on such income, the Accredited Program must resolve those doubts by avoiding involvement in such a project, unless the Accredited Program obtains SOI's prior written authorization to conduct or participate in that project.



## ***Article 8***

### ***Financial Arrangements; Fiscal Accountability; Insurance***

#### **Section 8.09 Insurance Requirements**

##### **8.09 (b)**

##### ***U.S. Programs' Required Participation in SOI's Insurance Program***

All U.S. Programs shall participate in SOI's uniform insurance program, in order to ensure that all U.S. Programs receive uniform insurance coverage (the Special Olympics Corporate Insurance Program or "**SOCIP**"). Through SOCIP SOI shall be responsible for making arrangements with appropriate insurance brokers to place insurance coverage for commercial general liability, non-owned and hired automobile liability and hired physical damage, umbrella liability, participant accident medical expenses, volunteer medical malpractice, directors' and officers' liability, and liability for crimes or fraud by Special Olympics employees for SOI, and for each U.S. Program as an additional named insured. Each U.S. Program shall comply with all requirements of SOCIP, and shall pay its respective share of the insurance premiums for that coverage in accordance with uniform requirements established by SOI. All U.S. Programs shall also cooperate with SOI's insurers and risk managers in monitoring and handling all claims made under these policies, and in identifying the types and financial limits of insurance coverage which should be included in SOCIP.



## **Article 10**

### **Definitions; Structure of Special Olympics**

**"U.S. Multi-State Games"** means any Summer Games and/or Winter Games offered or conducted on a multi-state basis within the United States, but not on a national basis, by SOI or SOI's authorized designees, or by two or more U.S. Programs with prior authorization from SOI.

**"U.S. Program"** means the Accredited Program licensed and authorized by SOI as provided in these General Rules to operate Special Olympics programs within the boundaries of a particular state or territory of the United States.

**"U.S. Program Games"** means any Summer Games and/or Winter Games offered or conducted on a state-wide basis by a U.S. Program.

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