2027 – 2028 ACCREDITATION LICENSE AGREEMENT

The undersigned Program (**"Program"**) makes the following commitments and representations to Special Olympics, Inc. (**"SOI"**) as a result of SOI granting or renewing Program's accreditation:

1. Compliance with Accreditation Requirements. Program certifies to SOI that all statements in Program's accreditation application are true, and correct, and that Program complies with all the accreditation requirements. Program will inform SOI immediately in writing if there is any material change in Program's compliance with any accreditation requirement after the date on which Program signs this Accreditation License Agreement (**"ALA"**).

1.1 **Compliance with Sanctions Regulations.** Program, including, if applicable, any directors, administrators, officers, board of directors (supervisory and management) members, or employees thereof, shall comply with all U.S Executive Orders, U.S. laws, European Union Directives, and other similar laws, regulations, or statutes prohibiting transactions with and the provision of resources and support to, individuals and organizations associated with terrorism.

2. General Rules. As a condition of obtaining and maintaining its accreditation, Program agrees to comply with the Special Olympics Official General Rules (the **"General Rules"**), including the other Uniform Standards (as defined in the General Rules). Program also agrees that if it fails to comply with the General Rules, such failure may result in SOI's (i) revoking Program's accreditation, (ii) not renewing its accreditation at the end of the Accreditation Period, or (iii) taking other actions in accordance with the General Rules.

3. Accreditation and License.

3.1 License; Conditions. SOI hereby accredits Program as a Special Olympics Program and grants Program a non-exclusive, revocable, license during the Accreditation Period to use the name **"Special Olympics"**, the Special Olympics Logo, and other Special Olympics marks, as listed in Appendix B, during the Accreditation Period (the foregoing name, logo, and marks are referred to collectively as **"Licensed Marks"**) solely for the purpose of conducting Program's activities in its Territory (as defined below) as authorized by the General Rules. This license is conditioned upon Program's continuing compliance with the General Rules during the Accreditation Period.

3.2 Territory. Program's **"Territory"** shall be the nation, state, or other geographic area specified in Program's name unless Appendix A sets forth a more specific description of Program's Territory. Program specifically agrees not to register, or attempt to register ownership of the Special Olympics Logo, name (in any language) or any other Licensed Mark in its Territory. Program specifically agrees that it is not authorized to, and will not, directly, or indirectly (through a third party or otherwise) raise money outside its Territory.

3.3 Conditions. The accreditation and license granted under Section 3.1 are subject to any specific conditions set forth in a separate letter, addressed to the Program, of Conditional Accreditation, if any. If such conditions are set forth in a letter of Conditional Accreditation, this accreditation, and license are conditioned on the timely fulfillment of such conditions by Program.

3.4 Ownership of Special Olympics Marks. SOI is the exclusive owner of all Special Olympics marks, including marks incorporating all or any portion of any Licensed Mark (all of the foregoing are referred to collectively as **"Special Olympics Marks"**). Program agrees not to take any action that would interfere with or dilute SOI's ownership of or rights to any Special Olympics Mark or with SOI's right to determine whether and how any Special Olympics Mark or other intellectual property owned by SOI is used by third parties. Program specifically agrees not to register, or attempt to register, ownership of any Special Olympics Mark, including the Special Olympics name (in any language) in the Program's Territory. Ownership and registration of any composite or other mark created or owned by Program that includes a Special Olympics Mark is hereby automatically assigned, together with all goodwill attached thereto, to SOI. Program grants SOI the right to execute on behalf of Program as Program's attorney-in-fact any legal instrument required, in SOI's judgment, to perfect those rights.

3.5 Use of Special Olympics Marks. Program agrees to use the Special Olympics Marks solely in accordance with the General Rules and warrants that it will not authorize any third party to use or reproduce any Special Olympics Mark unless Program complies with the policies in Section 5.07 of the General Rules and all other applicable General Rules requirements. **Specifically, Program shall only use the words "Special Olympics" when directly followed by Program's Territory**. All goodwill generated in connection with Program's use of the Special Olympics Marks shall accrue to the benefit of SOI.

3.6 Accreditation Period. The Accreditation Period shall be from 31 March 2027 until 30 March 2029 unless otherwise specified in the accreditation letter that Program receives from SOI or sooner terminated or superseded by a subsequent Accreditation License Agreement. SOI shall have the right, but not the obligation, to unilaterally extend the Accreditation Period if SOI deems such extension appropriate.

4. Independent Organization. Program shall conduct all of its activities in accordance with all laws and regulations of its jurisdiction as an independent charitable enterprise having a separate legal identity, validly organized and existing under the laws of its jurisdiction, or in whatever alternate form is approved by SOI.

5. Relationship between Program and SOI. Neither Program nor SOI is a subsidiary or agent of the other. This Accreditation License Agreement does not grant either Program or SOI any right to hold itself out to any third party as an agent of the other or of any other Accredited SOI Program (**"Accredited Program"**), or to incur legal or financial obligations on behalf of the other or any other Accredited Program. The parties are independent contractors. Nothing in this Accreditation License Agreement shall be construed to create a joint venture, partnership or an agency relationship. Neither party has the authority, without the other party's prior written approval, to bind or commit the other party in any way.

6. Indemnification. Program agrees to indemnify, defend and hold harmless SOI, its officers, directors, employees and agents (collectively **"SOI Indemnitees"**) against any and all costs, losses, liabilities, penalties, damages, injuries, expenses (including, but not limited to, attorney's fees) and claims (civil or criminal) which SOI Indemnitees may suffer or pay as a result of claims or suits arising in connection with this Accreditation License Agreement or Program's operation as a Special Olympics Program.

7. Corrective Measures. In the event of Program's material mismanagement or non-compliance with the accreditation requirements or General Rules, SOI reserves the right to take corrective measures. This may include, without limitation, denying eligibility for grant funding, adjusting Program to founding committee or conditional accreditation status, adjusting allocation of Games quotas, and/or approving management and/or personnel decisions.

8. Effect of Revocation of Accreditation.

8.1 Revocation of License. If SOI revokes, suspends or does not renew Program's accreditation, the license granted by this Accreditation License Agreement to use the Licensed Marks shall terminate immediately, and Program shall promptly cease all use of the Special Olympics Marks, subject only to the fulfillment of any outstanding contractual obligations to third parties that Program entered into in accordance with the General Rules.

8.2 Enforcement. SOI is hereby granted the right to obtain specific performance, by court order if necessary, of Program's obligations under this Accreditation License Agreement and the General Rules including enforcement of SOI's ownership of the Special Olympics Marks or other intellectual property owned by SOI by means of all remedies available to SOI under applicable law, including the right to enjoin unauthorized use and to recover money, property or other assets that Program receives or obtains in connection with this Accreditation License Agreement or Program's use or exploitation of any such Special Olympics Mark or other SOI intellectual property.

8.3 Post-Revocation Procedures. If Program's accreditation is revoked, suspended, or denied for any reason, Program agrees to take whatever steps may reasonably be required by SOI to facilitate SOI's establishment and accreditation of a new Accredited Program in its jurisdiction in order to ensure continuity of Special Olympics Programs available in that jurisdiction. Such steps shall include without limit actions reasonably designed to ensure that all money, in-kind donations, property, and assets of any type that were acquired by Program through its affiliation with Special Olympics are surrendered by Program to SOI. The Program shall also act affirmatively, and at its own expense, to follow the requirements of its jurisdiction to release the use of the name of the Program, or to assign the use of the name of the Program to SOI. Under no circumstances shall a Program register, attempt to register or otherwise act to own the name of the Program in accordance with the General Rules and Section 3.4 of this Accreditation License Agreement. Program shall perform all the actions required by this Section 8.3, except to the extent that taking such steps would be inconsistent with Program's satisfaction of its valid pre-existing obligations to third parties undertaken by Program in accordance with the General Rules.

9. Effect of Accreditation License; Definitions. Program acknowledges that the commitments and representations made in this Accreditation License Agreement are a material part of its application for accreditation and that SOI is relying on this License in determining whether to grant or renew Program's accreditation. Program represents and warrants that (i) it is duly incorporated and validly existing under the laws of its jurisdiction of incorporation; (ii) it has all requisite authority to make the commitments and representations contained in this Accreditation License Agreement and that it does so with the intention of being legally bound by them; and (iii) this Accreditation License Agreement constitutes a legal, valid, and binding obligation on Program, enforceable against it in accordance with its terms. Any words and phrases that appear in this Accreditation License Agreement with initial capitalization that are not defined in this License shall have the meanings given to those terms in the General Rules. This Accreditation License Agreement supersedes and replaces all prior Accreditation License Agreements. The rights and obligations of Program under this Accreditation License Agreement shall not be assigned or otherwise transferred to any third party without SOI's prior written consent.

10. Severability. It is the intention of the parties to have the terms of this Accreditation License Agreement comply with all applicable local laws. If any provision of this Accreditation License Agreement or its application to particular circumstances is determined to be invalid or unenforceable, the remainder of this Accreditation License shall not be affected by such invalidity or unenforceability, and all other provisions of this Agreement shall continue to be valid and binding upon both parties. The parties shall each use good faith efforts to comply with the applicable law of the applicable jurisdiction.

11. Applicable Law. This Agreement shall be governed by the laws of the District of Columbia.

12. Waiver. Program agrees that failure by SOI to assert its right, due to breach or non-performance, in any provision of this Accreditation License Agreement does not waive any future right SOI may have.

Program agrees that this Accreditation License Agreement shall, when signed on behalf of SOI, be a binding and enforceable contract between Program and SOI.

ACCEPTED AND AGREED:

Program Name: SPECIAL OLYMPICS _____

Program Legal Name: _____
(as registered with the government)

Signature: _____
Chairperson, Board of Directors

Name: _____

Date: _____
(Day/Month/Year)

APPROVED AND AGREED: **SPECIAL OLYMPICS, INC.**

Signature: _____
Name: Brandon M. Fitzgerald
Title: Chief Legal Officer & Secretary
Date: Effective on the date of the Accreditation Letter

APPENDIX A

Territory

Intentionally left blank.

APPENDIX B

Special Olympics Marks

Special Olympics (with Territory name), A Very Special Christmas®, Breakfast with Champions®, Cities of Inclusion®, Cops on Doughnut Shops®, Cops on Top®, Gaming for Inclusion®, Guardians of the Flame®, Healthy Athletes®, Healthy Communities®, Law Enforcement Torch Run®, Medfest®, Opening Eyes®, Partner's Club®, Plane Pull®, Play Unified®, Polar Plunge®, Special Smiles®, Spread the Word to End the Word®, The Champion's Society®, Tip-A-Cop®, Truck Convoy®, Unified Champion Schools®, Unified Sports®, World's Largest Truck Convoy®, and the logos that represent or accompany the above-listed titles. This list is not exhaustive, and Special Olympics may from time to time add or remove Marks.