



SPECIAL OLYMPICS OFFICIAL GENERAL RULES

Special Olympics





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PREFACE

These Special Olympics Official General Rules have been revised and restated in order to provide current and consolidated guidance to all accredited Special Olympics programs and Games Organizing Committees. This revised edition of the General Rules was adopted by the Special Olympics Board of Directors on 14 February 2012. A full description of the amendments is contained in a Written Summary and Explanation of Amendments document available at www.specialolympics.org. The amended text and reorganization of Articles is included herein.

These General Rules are an official publication of Special Olympics, Inc.



PREAMBLE

to the Special Olympics General Rules

Special Olympics unleashes the transformative power and joy of sports to reveal the full potential of athletes with intellectual disabilities, creating more inclusive communities, everyday around the world.

We do this through a set of values that guide our actions and behavior in the implementation of our mission.

SPORTSMANSHIP WITH JOY

We believe in the transformative power of sports. We embrace the purity of sports at all levels as we witness incredible personal athletic triumphs that shatter stereotypes.

ATHLETE LEADERSHIP

We empower athletes to be contributing and respected members of Special Olympics and society. We support athlete-leaders on and off the playing field.

UNITY

We are united in our commitment to inclusion, respect and dignity. We build communities of acceptance: loving families, inspired employees, coaches, volunteers, and fans. We are one Movement, in every community and every country.

BRAVERY

We live our Athlete Oath: "Let me win. But if I cannot win, let me be brave in the attempt."

PERSEVERANCE

We are capable, tenacious and resilient. We don't give up on ourselves or each other.



Special Olympics, Inc. ("SOI") has relationships with various bodies and organizations as described below.

RELATIONSHIP WITH THE INTERNATIONAL OLYMPIC COMMITTEE

Through a Protocol of Agreement signed on February 15, 1988, the International Olympic Committee (the "IOC") officially recognized SOI and agreed to cooperate with SOI as a representative of the interests of athletes with intellectual disabilities. The IOC's formal recognition of SOI carries with it a solemn duty and responsibility, which must be discharged by SOI and all of its Accredited Programs, to conduct Special Olympics training and competition in accordance with the highest ideals of the international Olympic movement, to guard and protect the use of the term "Special Olympics," and to protect the word "Olympics" from unauthorized use or exploitation. The IOC's Protocol of Agreement with SOI prohibits SOI, Programs and GOCs from using the 5 ring Olympic logo, the Olympic anthem, or the Olympics motto. Each Accredited Program agrees to fulfill these responsibilities by accepting accreditation from SOI, as provided in its Accreditation License and Article 5 of the General Rules.

RELATIONSHIP WITH THE UNITED STATES OLYMPIC COMMITTEE

Through passage of the Amateur Sports Act, 36 U.S.C. §380, the United States Congress has vested in the United States Olympic Committee (the "USOC") the exclusive power to control all uses of the word "Olympics" within the United States. The Amateur Sports Act authorizes the USOC to grant membership status to other organizations which conduct amateur athletic training and competition programs for individuals with disabilities. 36 U.S.C. §374(13). Pursuant to this authority, the USOC has extended "Committee E" membership in the USOC to SOI. As part of this membership, the USOC has licensed SOI to use the term "Olympics" as part of the term "Special Olympics" in organizing and conducting local, area, state and national sports training and competition programs within the United States for persons with intellectual disabilities. SOI and each U.S. Program has a solemn obligation to the USOC, both in conducting their own affairs and in dealing with third parties, to guard against the unauthorized or inappropriate use of the term "Special Olympics," and to conduct the Special Olympics program in accordance with the high ideals of the Olympic movement. Each U.S. Program agrees to fulfill these responsibilities by accepting accreditation from SOI, as provided in its Accreditation License and Article 5 of the General Rules.

RELATIONSHIP WITH NATIONAL OLYMPIC COMMITTEES

Within the United States, SOI has been designated by the USOC as the National Governing Body/Disabled Sports organization for athletes with intellectual disabilities. SOI discharges those responsibilities in accordance with the rules and procedures of the USOC. SOI also maintains active relationships with the National Olympic Committees of nations outside the United States.



RELATIONSHIP WITH INTERNATIONAL SPORTS FEDERATIONS AND NATIONAL SPORTS GOVERNING BODIES

RULES OF INTERNATIONAL SPORTS FEDERATIONS

International Sports Federations are organizations which are recognized by the International Olympic Committee as the world governing bodies for their respective sports. These International Sports Federations comprise, in turn, National Sports Governing Bodies, which govern and oversee particular sports within their respective countries. SOI requires Accredited Programs and GOCs to follow the rules for specific sports which are issued from time to time by their National Sports Governing Bodies and by the International Sports Federations when conducting Games, except where those rules conflict with the SOI Sports Rules (which take precedence if there is such a conflict).

RULES OF NATIONAL SPORTS GOVERNING BODIES

Except where there is a conflict with the SOI Sports Rules (in which case the SOI Sports Rules take precedence), all Games held by Accredited Programs or by their accredited Sub-Programs must comply with the sports rules issued by the National Sports Governing Bodies in their respective countries (which sometimes modify, at the national level, the worldwide rules of the International Sports Federations).

COOPERATION WITH AND ASSISTANCE FROM INTERNATIONAL AND NATIONAL SPORTS GOVERNING BODIES

SOI maintains regular communication with International Sports Federations and National Sports Governing Bodies, and seeks information, assistance and support from these organizations in establishing, developing, enhancing and administering SOI's sports policies and in assisting Accredited Programs in expanding their sports training and competition programs and particular sports, as further provided for in the SOI Sports Rules.

RELATIONSHIP WITH THE KENNEDY FOUNDATION

The Joseph P. Kennedy, Jr. Foundation (the "**Kennedy Foundation**") is a private foundation which shares SOI's goal of helping persons with intellectual disabilities reach their fullest potential. The Kennedy Foundation provided critical funding necessary for the establishment of Special Olympics.

RELATIONSHIP WITH UNITED NATIONS

SOI is a registered non-governmental organization of the United Nations (an "**NGO**"). As an NGO, SOI has the responsibility for working with nations throughout the world to help develop sports training and competition programs for persons with intellectual disabilities.



RELATIONSHIP WITH OTHER ORGANIZATIONS

SOI periodically forms relationships with other organizations for purposes related to the management and expansion of the Special Olympics Movement. (For example, SOI has formed relationships with various associations of law enforcement professionals for the purpose of planning and implementing the Torch Run.) Depending on the context and the nature of a specific organizational relationship recognized by SOI, Accredited Programs may be asked or required to cooperate with that collaborating organization in planning or implementing specific programs or events for the benefit of Special Olympics. Any such requests or requirements will be outlined by SOI in written policy directives to affected Accredited Programs, outlining the purpose and nature of SOI's collaboration with any such third-party organizations.



Article 1

Mission, Goal and Founding Principles of Special Olympics

Section 1.01

Mission Statement

The mission of Special Olympics is to provide year-round sports training and athletic competition in a variety of Olympic-type sports for children and adults with intellectual disabilities, giving them continuing opportunities to develop physical fitness, demonstrate courage, experience joy and participate in a sharing of gifts, skills and friendship with their families, other Special Olympics athletes and the community.

Section 1.02

Goal of Special Olympics

The ultimate goal of Special Olympics is to help persons with intellectual disabilities participate as productive and respected members of society at large, by offering them a fair opportunity to develop and demonstrate their skills and talents through sports training and competition, and by increasing the public's awareness of their capabilities and needs.

Section 1.03

Founding Principles of Special Olympics

The principles on which Special Olympics was founded, and which must continue to guide the operation and expansion of the global Special Olympics Movement, include the following (collectively, the "**Founding Principles**"):

1.03(A)

People with intellectual disabilities can, with proper instruction and encouragement, enjoy, learn and benefit from participation in individual and team sports, adapted as necessary to meet the needs of those with special mental and physical limitations.



1.03(B)

Consistent training under the guidance of qualified coaches, with emphasis on physical conditioning, is essential to the development of sports skills, and competition among those of equal abilities is the most appropriate means of testing these skills, measuring progress and providing incentives for personal growth.

1.03(C)

Through sports training and competition: people with intellectual disabilities benefit physically, mentally and socially and spiritually; families are strengthened; and the community at large, both through participation and observation, is united with people with intellectual disabilities in an environment of equality, respect and acceptance.

1.03(D)

Every person with an intellectual disability who meets the eligibility requirements set out in these General Rules (see Article 2, Section 2.01) should have the opportunity to participate in and benefit from the sports training and athletic competition programs offered by Special Olympics.

1.03(E)

Special Olympics must transcend all boundaries of race, gender, religion, national origin, geography, and political philosophy, and offer sports training and competition opportunities to all eligible persons with intellectual disabilities in accordance with uniform worldwide standards.

1.03(F)

Special Olympics celebrates and strives to promote the spirit of sportsmanship and a love of participation in sports for its own sake. To that end, Special Olympics aims to provide every athlete with an opportunity to participate in training and competition events which challenge that athlete to his or her fullest potential, regardless of the athlete's level of ability. Special Olympics therefore requires that Special Olympics Games and Tournaments offer sports and events which are appropriate for athletes of all levels of ability, and in the case of team sports, provide every athlete with an opportunity to play in every game.

1.03(G)

Special Olympics encourages sports training and competition opportunities at the local, area and community level (including schools) as a means of reaching the greatest number of eligible athletes.



Section 1.04 Structure of Special Olympics

The Special Olympics Movement consists of the following organizations and individuals:

1.04 (A)

SOI

SOI is the creator and the international governing body of the Special Olympics Movement founded by Eunice Kennedy Shriver, SOI's own founder. SOI is the international governing body of the Special Olympics Movement. In discharging its responsibilities as the world governing body of Special Olympics, SOI establishes and enforces all official policies and requirements of Special Olympics, oversees the conduct and expansion of Special Olympics Accredited Programs throughout the world, and provides training, technical assistance and other support to Accredited Programs and GOCs. SOI is a not-for-profit corporation organized under the laws of the District of Columbia, USA, with its principal office in Washington, D.C., USA.

1.04 (B)

Accredited Programs

SOI licenses and accredits qualified Accredited Programs throughout the world to operate Special Olympics training and competition programs within their respective geographic territories. To the extent permitted by these General Rules, Accredited Programs may, in turn, directly operate, or license and accredit other qualified organizations to operate, local Sub-Programs (such as city-based or province-based programs) within their respective geographic territories.

1.04 (C)

Games Organizing Committee(s) ("GOC(s)")

GOCs are separate non-profit organizations or associations that are licensed from time to time by SOI to organize, finance and conduct World Games or Regional Games. The powers and duties of each GOC is determined solely by SOI and set forth in a written contract between SOI and each sanctioned GOC. SOI's contracts with a GOC specify requirements for the World Games or Regional Games to be conducted by that GOC in addition to those imposed by these General Rules and the other Uniform Standards.

1.04 (D)

Other Organizations Established or Recognized by SOI

From time to time, SOI recognizes or establishes, or authorizes its Accredited Programs to establish, various councils or committees comprising Accredited Program representatives or participants, or other persons affiliated with Special Olympics for the purpose of assisting SOI in policy development or enforcement, program management and expansion, and the exchange of information between and among SOI and Accredited Programs throughout the



world, including (but not necessarily limited to) the Leadership Councils and other advisory committees defined in the General Rules (collectively “Advisory Committees”). Advisory Committees perform important advisory roles within the Special Olympics Movement. Each Advisory Committee performs the functions given to it in these General Rules, or in the case of any Advisory Committee subsequently created by SOI, the functions specified in the policy document issued by SOI to create the Advisory Committee and to establish its responsibilities.



Article 2

Special Olympics Athletes

Section 2.01

Eligibility for Participation in Special Olympics

2.01 (A)

General Statement of Eligibility

Every person with an intellectual disability who is at least eight years of age is eligible to participate in Special Olympics.

2.01(B)

Age Requirements

There is no maximum age limitation for participation in Special Olympics. The minimum age requirement for participation in Special Olympics competition is eight years of age. The Young Athletes program introduces children, two to seven years old to the world of sport, with the goal of preparing them for Special Olympics sports training and competition when they get older. In addition, an Accredited Program may permit children who are at least six years old to participate in age-appropriate Special Olympics training programs offered by that Accredited Program, or in specific (and age-appropriate) cultural or social activities offered during the course of a Special Olympics event. Such children may be recognized for their participation in such training or other non-competition activities through certificates of participation, or through other types of recognition approved by SOI which are not associated with participation in Special Olympics competition. However, no child may participate in a Special Olympics competition (or be awarded medals or ribbons associated with competition) before his or her eighth birthday.

2.01(C)

Degree of Disability

Participation in Special Olympics training and competition is open to persons with intellectual disabilities who meet the age requirements of this Section 2.01, and whether or not that person also has other mental or physical disabilities, so long as that person registers to participate in Special Olympics as required by these General Rules.



2.01 (D)

Identifying Persons with Intellectual disabilities

A person is considered to have an intellectual disability for purposes of determining his or her eligibility to participate in Special Olympics if that person satisfies any one of the following requirements:

- (1) The person has been identified by an agency or professional as having an intellectual disability as determined by their localities; or
- (2) The person has a cognitive delay, as determined by standardized measures such as intelligent quotient or "IQ" testing or other measures which are generally accepted within the professional community in that Accredited Program's nation as being a reliable measurement of the existence of a cognitive delay; or
- (3) The person has a closely related developmental disability. A "closely related developmental disability" means having functional limitations in both general learning (such as IQ) and in adaptive skills (such as in recreation, work, independent living, self-direction, or self-care). However, persons whose functional limitations are based solely on a physical, behavioral, or emotional disability, or a specific learning or sensory disability, are not eligible to participate as Special Olympics athletes, but may be eligible to volunteer for Special Olympics.

2.01 (E)

Preserving Flexibility in Identifying Eligible Athletes

An Accredited Program may request limited permission from SOI to depart from the eligibility requirements identified in subsection (d) above if the Accredited Program believes that there are exceptional circumstances which warrant such a departure, and so notifies SOI in writing. SOI will consider such requests promptly, but shall have the final authority in determining whether any departure or exception is appropriate.

Section 2.02 Registration of Athletes

2.02 (A)

Required Procedures

Before participating in Special Olympics training and/or competition an eligible person, under Section 2.01, must register to participate with an Accredited Program. SOI may approve the policies, procedures, registration forms and materials used by all Accredited Programs for registering Special Olympics athletes. Registration as a Special Olympics athlete shall include the submission of the following:

- (1) Athlete Data Form,



(2) Athlete Medical Form; and

(3) Athlete Release Form

Additional forms may include the following:

(1) Religious Objection Form; and/or

(2) Special Release for Athletes with Atlanto-axial Instability Form.

2.02 (B)

Athlete Data Form

Eligible persons desiring to register as Special Olympics athletes must complete and submit to an Accredited Program a standardized application for participation in Special Olympics that outlines the athlete's identifying information. The standardized applications used by Accredited Programs to register Special Olympics athletes are subject to SOI's approval, and must conform to the form entitled the "**Athlete Data Form**". Accredited Programs may create an athlete data form for use within their respective jurisdictions, but only if all the content prescribed by the SOI-approved form is included in the form used by the Accredited Program, and no material may be added to that form that is inconsistent with these General Rules or the other Uniform Standards.

2.02 (C)

Athlete Medical Form

This form details the athlete's medical background relevant to participation in Special Olympics, and contains a physician's or trained medical professional's report and certification concerning the results of the initial physical examination required by subsection (F)(1) below.

2.02 (D)

Athlete Release Form

A properly signed standardized release must be submitted to the Accredited Program on behalf of every athlete as part of the athlete registration process. The standardized release shall grant the appropriate Special Olympics entities (e.g., the Accredited Program, SOI or a GOC) permission to make certain limited uses of an athlete's name and likeness (in accordance with Section 2.03), acknowledge the potential impact on an athlete with Down syndrome of participating in certain sports, and authorize the appropriate Special Olympics entities (e.g., the Accredited Program, SOI, or a GOC) to make arrangements for emergency medical treatment when necessary. The content and format of the release shall be subject to SOI's approval and must conform to the release form entitled "Official Special Olympics Release Form," and any supplement or amendment to that form, approved by SOI (the "**Athlete Release Form**"). In order to ensure uniformity in the content of the releases which Special Olympics athletes or their parents are asked to sign, all Accredited Programs must use the SOI-described Athlete Release Form unless otherwise authorized in writing by SOI (including any



modifications required by law). The Athlete Release Form must be signed by an adult athlete or by the parent or guardian of any athlete who is legally a minor.

2.02 (E)

Religious Objections Release Form

If any athlete or the parents of a minor athlete has religious objections to emergency medical treatment as set forth in the Athlete Release Form the Accredited Program may permit such athletes or parents to delete or strike out the provisions of the Athlete Release Form which contain the authorization for emergency medical treatment (but not any other provisions of the Athlete Release Form). If the authorization for emergency treatment has been stricken out, such athletes or parents shall sign and submit a separate release form addressing how medical emergencies are to be handled (the "**Religious Objections Form**"). The Religious Objections Form must be signed by an adult athlete or by the parent or guardian of an athlete who is legally a minor.

2.02 (F)

Physical Examination Requirements

- (1) **Examination Required as Part of Initial Registration.** All athletes seeking to register for participation in Special Olympics for the first time must be medically cleared before that registration by a physician or trained medical professional who is not a physician but who is authorized or licensed under the laws of the Accredited Program's jurisdiction to perform medical examinations and make medical diagnoses (collectively, a "**Licensed Medical Professional**"), and have that Licensed Medical Professional complete the Athlete Medical Form.
- (2) **Subsequent Medical Examinations Required by an Accredited Program.** An athlete who completes the initial registration process for participation in Special Olympics and who then continues that participation over a period of more than one year shall be required by the relevant Accredited Program to seek follow-up medical advice before continuing his/her Special Olympics participation if that Accredited Program has a reasonable basis for believing that there has been a significant change in the athlete's health since the athlete's most recent medical examination and certification was completed. In addition, an Accredited Program's Board of Directors/Program Committee may impose more stringent requirements on the athletes registered by that Accredited Program concerning the frequency of required medical examinations than those which are imposed by subsection (1) above. However, no Accredited Program may dispense with the requirement that each athlete be examined at least once by a Licensed or trained Medical Professional as part of his/her initial registration with Special Olympics.
- (3) **Procedures and Forms Used by Accredited Programs.** Every Accredited Program shall develop procedures and use standardized forms for confirming that all registered athletes have obtained the required medical examination, and for obtaining reports from health



professionals concerning the results of any examinations required after the initial examination required for registration. All such procedures and forms shall be subject to SOI's ongoing review and approval.

- (4) **Procedures for Regional and World Games.** Every athlete participating in Regional Games, Regional U.S. Games and/or World Games shall establish that he/she has been examined by a Licensed Medical Professional within the one (1) year that immediately precedes the starting date for those Games. SOI or the appropriate GOC responsible for the Games in question will provide Accredited Programs with approved medical reporting forms for this purpose.

2.02 (G)

Participation by Individuals with Down Syndrome Who Have Atlanto-axial Instability

In light of medical research indicating that up to 15% of individuals with Down syndrome have a mal-alignment of the cervical vertebrae C-1 and C-2 in the neck known as Atlanto-axial instability, exposing such individuals to possible injury if they participate in activities that hyper-extend or radically flex the neck or upper spine, every Accredited Program must take the following precautions before permitting athletes with Down syndrome to participate in certain physical activities:

- (1) Athletes with Down syndrome may participate in most Special Olympics sports training and competition, but shall not be permitted to participate in any activities which, by their nature, result in hyper-extension, radical flexion or direct pressure on the neck or upper spine, unless the requirements of subsections (g)(2) and (g)(3) below are satisfied. Such non-permitted sports training and competition activities include: butterfly stroke and diving starts in swimming, pentathlon, high jump, squat lifts, equestrian sports, artistic gymnastics, football (soccer), alpine skiing, adapted judo and any warm-up exercise placing undue stress on the head and neck.
- (2) An athlete with Down syndrome may be permitted to participate in the activities described in subsection (1) above if that athlete is examined (including x-ray views of full extension and flexion of neck) by a physician who has been briefed on the nature of the Atlanto-axial instability condition, and who determines, based on the results of that examination, that the athlete does not have an Atlanto-axial instability condition.
- (3) An athlete with Down syndrome who has been diagnosed by a physician as having an Atlanto-axial instability condition may nevertheless be permitted to participate in the activities described in subsection (1) above if the athlete, or the parent or guardian of a minor athlete, confirms in writing his or her decision to proceed with these activities notwithstanding the risks created by the Atlanto-axial instability, and two (2) Licensed Medical Professionals certify in writing that they have explained these risks to the athlete and his/her parent or guardian, and that the athlete's condition does not, in their



judgment, preclude the athlete from participating in Special Olympics. These statements and certifications shall be documented and provided to Accredited Programs using the standardized form approved by SOI, entitled "Special Release for Athletes with Atlanto-axial Instability," and any revisions of that form, approved by SOI (the "**Special Release Concerning Atlanto-axial Instability**").

2.02 (H)

Participation in Special Olympics Unified Sports®

Each Accredited Program shall require a person wishing to participate in Special Olympics as a Unified Sports® Partner (as described in Section 3.11) to complete and sign a standardized application and release form approved by SOI, which shall satisfy the requirements for Class A volunteers, and shall conform to the application and release form entitled "Application for Participation in Special Olympics by a Special Olympics Unified Sports® Partner" or any amendment or supplement to that form approved by SOI (the "**Special Olympics Unified Sports® Partner Release Form**"). Such form shall be signed by every Special Olympics Unified Sports® Partner who is an adult, or by his or her parent or guardian if that athlete is a minor.

2.02 (I)

Submission of Required Forms

Accredited Programs are obligated to ensure that all application and registration materials, including if applicable, medical reports and certifications, required by this Section 2.02 are properly completed and submitted by each athlete, or by his/her parent or guardian, before permitting that athlete to participate in any Special Olympics training or competition.

Section 2.03 Use of Athletes' Names and Likenesses

2.03 (A)

Permissible Uses; Required Consents

No Accredited Program or GOC, corporate sponsor or other organizational supporter or donor of any Accredited Program or GOC, or any other party acting under authority of an Accredited Program or GOC, may use, display, broadcast, reproduce or publish the name or likeness of any Special Olympics athlete for any purpose whatsoever, except those expressly authorized in the Athlete Release Form (pursuant to Section 2.02 (d)) signed by or on behalf of that athlete at the time of his/her initial registration with Special Olympics, without obtaining a separate additional written consent from that athlete, or from the parent or guardian of a minor athlete. If such a separate consent is required because the proposed use of an athlete's name or likeness will go beyond the purposes permitted by the Athlete Release Form, that separate consent shall clearly identify when, where and how the athlete's name and likeness will be



used, the nature and purpose of the activity in connection with which that use will occur, including whether the activity involves the marketing or sale of commercial products or services, and what monetary benefit, if any, the Accredited Program or GOC expects to receive as a result of that activity. SOI reserves the right to prohibit an Accredited Program or GOC from using an athlete's name or likeness in ways which go beyond the purposes permitted by the Athlete Release Form, if SOI determines that the proposed use is contrary to the best interests of Special Olympics. No Accredited Program shall knowingly permit the name or likeness of any Special Olympics athlete to be exploited for commercial purposes. The publicity release contained in the Athlete Release Form is intentionally limited by SOI to authorization for the use of an athlete's name, likeness, voice and words for the purpose of promoting and publicizing the purpose of Special Olympics and/or applying for or raising funds for the support of Special Olympics programs, and does not include commercial activities or the marketing or endorsement of commercial products or services.

2.03 (B)

Manner of Use

An Accredited Program must ensure that any athlete's name, likeness, voice or words, when used by the Accredited Program or by any of its sponsors or other supporters in ways that conform to the permissions granted in the Athlete Release Form, will also be used at all times in a manner that respects the dignity of the athlete and preserves the public image of Special Olympics. Accredited Programs shall require, wherever possible, that an athlete's name be published along with his or her photograph if the photograph contains a discernible likeness of that athlete, and if the publication or display of both the athlete's name and likeness are otherwise permitted by that athlete's executed Athlete Release Form.

Section 2.04 Releases from Athletes

Special Olympics athletes (or the parents or guardians of Special Olympics athletes who are minors) may not be required by Accredited Programs or GOCs to sign any release or waiver as a condition for their initial or continuing participation in any Games or other Special Olympics training or competition except for the releases set forth in the Athlete Release Form, and, where applicable, the Religious Objections Form and the Special Release Concerning Atlanto-axial Instability. Unless otherwise approved by SOI, no Accredited Program or GOC, or any party acting on their behalf or with their authority, shall request or obtain any other type of general waiver of legal rights or release of liability from any Special Olympics athlete. The preceding sentence specifically prohibits the use of so-called "general releases" or waivers of liability by an athlete for injuries suffered by an athlete during the course of his or her participation in Special Olympics or in events held or sponsored by organizational supporters of Special Olympics.



Section 2.05

Participation by Persons Who Are Blood-Borne Contagious Disease Carriers

No Accredited Program or GOC may exclude or isolate from participation in any Special Olympics training or competition any athlete who is known to be a carrier of a blood-borne contagious infection or virus, or otherwise discriminate against such athletes solely because of that medical condition. In view of the risk that one or more Special Olympics athletes may have a blood-borne contagious infection or virus, in conducting Special Olympics training and competition events, Accredited Programs and GOC's shall follow so-called "Universal Precautions" or "Universal Blood and Body Fluid Precautions" for every exposure to any person's blood, saliva or other bodily fluid. SOI shall keep Accredited Programs apprised of the written Universal Precautions which meet the requirements of this Section 2.05.

Section 2.06

Counting and Reporting Participating Athletes

A Special Olympics Athlete is currently defined as a person who: is eligible to participate; registers to participate in accordance with these General Rules; trains at an Official Sport or Recognized Sport for a minimum of eight weeks during a calendar year; and competes in a local, state, or Program Special Olympics competition according to Special Olympics standards or participates in a Motor Activities Training Program. SOI shall approve a standardized methodology pursuant to Section 5.06(c), which shall prescribe the standards and methods used by all Accredited Programs for counting and reporting on the numbers of registered and participating Special Olympics Athletes, and the numbers of Unified Partners who participate in Special Olympics Unified Sports®, in their respective jurisdictions. SOI shall keep Accredited Programs regularly informed of the approved methods for counting and reporting on participating athletes through periodic written policy directives to all Accredited Programs. SOI may revise definitions, clarification and directions as it deems appropriate (including the definition of a Special Olympics athlete) from time to time. Such revisions shall not be considered an amendment to the General Rules. In particular cases, SOI may grant particular Accredited Programs permission to depart from the standardized methodology approved by SOI, if SOI is satisfied that the data which are gathered and reported by that Accredited Program are otherwise reliable and fairly state the number of eligible and participating athletes in that Accredited Program's jurisdiction.



Article 3

Special Olympics Sports Training and Competition

Section 3.01

Founding Objectives of Special Olympics Sports Training and Competition

Special Olympics sports training and competition programs and events shall be planned and conducted with a view toward achieving the following objectives:

3.01(A)

Promoting Special Olympics as an athlete-centered Movement, in which athletes are the central focus of each training or competition program or event, and in which athletes are provided meaningful opportunities to participate in additional activities that support Special Olympics programming;

3.01(B)

Developing the physical, social, psychological, intellectual and spiritual qualities and capabilities of each athlete;

3.01(C)

Promoting the spirit of sportsmanship and a love of participation in sports for its own sake, by stressing and celebrating the importance of, and the personal achievement associated with, each athlete's participation and personal effort in Special Olympics, regardless of that athlete's comparative level of ability or the results of a particular competition;

3.01(D)

Encouraging athletes to reach their highest level of athletic achievement in a particular sport, by providing opportunities for them to do so and by helping their coaches and families provide them with increased support and encouragement;

3.01(E)

Increasing public awareness of the needs and capabilities of persons with intellectual disabilities, and increasing public support for Special Olympics, by encouraging participation in Special Olympics by parents, teachers, schools, civic organizations, corporations, parks and recreation departments, medical and mental health providers, institutions and independent living centers which offer care or support for persons with intellectual disabilities, and other civic, governmental, social or sports-oriented constituencies within the community at large; and



3.01(F)

Promoting and reflecting the values, standards and traditions embodied in the ancient and modern Olympic movement in all Special Olympics competitions, while broadening and enriching these traditions to include and celebrate the physical and spiritual qualities of persons with intellectual disabilities so as to enhance their dignity and self-esteem.

Section 3.02 Prohibition on Charging Fees

No Accredited Program or GOC may require Special Olympics athletes or their families to pay or promise to pay any type of admission, registration, training, participation, or competition fee, or any other fee or charge of any type as a condition for admission to any Special Olympics event or activity, or as a fee for the athletes' participation in any Special Olympics or competition (collectively, "**Prohibited Fees**"). The preceding sentence does not prohibit an Accredited Program from charging accreditation fees to its Sub-Programs to help defray the cost of administering those Sub-Programs in accordance with these General Rules, so long as the amount of any such accreditation fee is reasonable and is approved by SOI, and so long as the Sub-Program required to pay that fee does not charge or accept any Prohibited Fees from athletes or their families.

Section 3.03 General Requirements for Special Olympics Sports Training and Competition

3.03(A)

Authority

Special Olympics sports training and competition may be conducted only by or under the auspices and direct supervision of SOI, an Accredited Program, or a GOC. No Accredited Program may permit or engage any third party, other than sports clubs and federations, to conduct or organize any Games, Tournament or Special Olympics training event for or on behalf of that Accredited Program.

3.03(B)

Standards

All Special Olympics sports training and competition activities and events shall be conducted in accordance with these General Rules, the SOI Sports Rules, and the other Uniform Standards. Each Accredited Program shall offer sports training and competition programs which meet the highest possible standards in facilities and equipment, athletic attire, training, coaching, officiating, administration, and related events for athletes and their families. Special Olympics



sports training and competitions must be held in a manner which protects the participating athletes, provides fair and equitable conditions of competition, and promotes uniformity in testing athletic skills, so that no competitor obtains an unfair advantage over another.

3.03(C)

Range of Programming Offered to Athletes

Each Accredited Program shall offer a variety of sports events and activities which are appropriate to the age and ability of each athlete, including one or more Official Sports. The scope of the sports training and competition programs offered by each Accredited Program shall be consistent with the SOI Sports Rules and should foster full participation by all eligible athletes. These programs shall include but not be limited to the traditional Special Olympics sports program, Special Olympics Unified Sports® and Motor Activities Training Programs (which are described in Sections 3.11 and 3.12, respectively).

3.03(D)

Public Education and Promotion

Special Olympics sports training and competition events shall take place in public. Each Accredited Program and GOC shall use its best efforts to attract spectators to all such events, and to generate coverage by local news media, in order to increase public awareness of and support for the needs and capabilities of persons with intellectual disabilities.

3.03(E)

Involvement of Volunteers and Families

Accredited Programs and GOCs should maximize the involvement of volunteers and family members of athletes in planning and conducting sports training activities and competition events. Volunteers and family members should also be encouraged by Accredited Programs and GOCs to participate actively in efforts to educate the public concerning the purposes and benefits of Special Olympics.

3.03(F)

Medical and Safety Requirements - Generally

Accredited Programs and GOCs shall conduct all sports training and competition activities in a safe environment, taking all reasonable steps, including good risk management practices, to protect the health and safety of athletes, coaches, volunteers and spectators and other attendees at all Special Olympics events. Accredited Programs and GOCs shall also adhere to the general or sport-specific medical and safety requirements set forth in the SOI Sports Rules. In addition, Accredited Programs and GOCs must comply with the relevant sport federation rules.



Section 3.04 Requirements Concerning Special Olympics Sports

3.04(A)

Classification of Special Olympics Sports

The sports in which Special Olympics athletes are given the opportunity to train and compete are divided into three general classes, consisting of the Official Sports defined in Section 3.04(b), the Recognized Sports defined in Section 3.04(d), and locally popular sports as defined in the Sports Rules. SOI has the ultimate authority to determine how and when to classify sports as either Official Sports or Recognized Sports. SOI shall be responsible for communicating to Programs and submitting evidence for the current level of recognition of all sports.

3.04(B)

Official Sports

Official Sports are sports which SOI has recognized as being part of the official program of Special Olympics sports training and competition. SOI's classifications of Official Sports are binding on all Accredited Programs. Official Sports include:

(1) "**Official Summer Sports,**" which are presently classified by SOI as consisting of:

- Aquatics (Swimming)
- Golf
- Athletics
- Handball
- Basketball
- Judo
- Badminton
- Gymnastics Artistic
- Gymnastics Rhythmic
- Bocce
- Powerlifting
- Bowling
- Roller Skating
- Cycling
- Sailing
- Equestrian
- Softball
- Football (Soccer)
- Table Tennis
- Tennis
- Volleyball



And;

(2) **"Official Winter Sports,"** which are presently classified by SOI as consisting of:

Alpine Skiing
Short Track Speed Skating
Cross-Country Skiing
Snowboarding
Figure Skating
Snowshoeing
Floor Hockey

(3) **"Recognized Sports"** which are presently classified by SOI as consisting of:

Summer:

Cricket
Kayaking

Winter:

Floorball

3.04 (C)

Changes in Classification of Official Sports

SOI may change or add to the sports classified as Official Sports under Section 3.04(b), using the procedures set forth in the SOI Sports Rules for classifying Official Sports and recertifying sports as Official or Recognized once every eight years following an application to the Sports Rules Advisory Committee and approval by the Committee.

3.04(D)

Recognized Sports

"Recognized Sports" are sports which are not classified by SOI as Official Sports, but which SOI authorizes for inclusion in Special Olympics sports training and competition programs. SOI classifies various sports as "Recognized Sports" based on criteria and procedures set forth in the SOI Sports Rules.

3.04(E)

Rules for Official Sports

SOI has the ultimate authority to determine what rules will govern the conduct of training and competition in a particular Official Sport. All such rules shall be published in the SOI Sports Rules and disseminated to all Accredited Programs.



3.04(F)

Rules of Sports Federations

Accredited Programs and GOCs shall follow the rules for specific sports which are issued from time to time by the International Sports Federations, as provided in the Preamble.

3.04(G)

Sports to be offered by Accredited Programs

Accredited Programs shall offer local training and competition opportunities to athletes from among the Official Sports and Recognized Sports. These competition opportunities should normally include opportunities to compete with teams or individuals other than those with whom the athlete usually trains.

3.04(H)

Prohibited Sports

"Prohibited Sports" means those sports which SOI has determined, in consultation with the Medical Advisory Committee, do not meet SOI's minimum health or safety standards or which would otherwise expose Special Olympics athletes to unreasonable risks to their health or safety. No Accredited Program may offer any training or competition activities in any sport which SOI has classified as a Prohibited Sport. SOI has presently classified boxing, fencing, shooting, karate, and other martial arts as Prohibited Sports. SOI may change or add to these classifications of Prohibited Sports using the procedures specified in the SOI Sports Rules.

Section 3.05

Requirements Concerning Special Olympics Training

Each Accredited Program shall offer comprehensive and year-round sports training, conducted by qualified coaches in accordance with the SOI Sports Rules. Every Special Olympics athlete who competes in a Special Olympics sport at a Games or a Tournament must have been trained in that sport. Training may include physical conditioning and nutrition education. SOI shall establish written minimum training requirements for competitors in each Official Sport and Recognized Sport offered by that Program, in accordance with the SOI Sports Rules. Athletes who desire to compete in Regional Games, Multi-Program Games or World Games must be trained according to the minimum standards acceptable, for at least eight (8) consecutive weeks in the appropriate sport, and must have several opportunities to compete during that period. Accredited Programs should offer athletes who are preparing for competitions at other levels within Special Olympics, such as for Program Games, or Sub-Program Games (e.g. local, area, community), the same training and competition opportunities as are offered by that Accredited Program to athletes who participate in Regional, Multi-Program and/or World Games.



Section 3.06 Requirements Concerning Special Olympics Competition

All Games and Tournaments held or sponsored by SOI, an Accredited Program or a GOC shall satisfy the following general requirements, except to the extent that an Accredited Program may be permitted to vary from one or more of these requirements by virtue of a waiver from SOI:

3.06(A)

Opportunities to Participate

Accredited Programs shall offer training and competition opportunities for athletes of all levels of ability. Games and Tournaments however may be structured to only one level of competition. In team sports, each member of the team should be given frequent opportunities to participate in competition.

3.06(B)

Opportunities to Excel

Games and Tournaments should offer every athlete an equal chance to excel during competition. Each competition division within a given event must be structured so that every athlete/team in the division has a reasonable chance to excel during competition, by placing athletes and teams in divisions or trial heats according to accurate records of their previous performance, and where relevant, by grouping athletes and teams by age and gender, as provided and required by the SOI Sports Rules.

3.06(C)

Scope and Frequency of Accredited Program Games

Each Accredited Program shall hold Games periodically and frequently, and with the greatest respect to the scope of the competition opportunities offered as practical.

3.06(D)

Quotas for World Games and Other SOI-Sanctioned Events

SOI has 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 World Games and to any other Games or events sanctioned by SOI, as further provided in Section 3.08(d).

3.06(E)

Advancement of Athletes during Competition

Accredited Programs shall comply with the criteria and procedures in the SOI Sports Rules in determining the circumstances under which Special Olympics athletes may advance from one level of competition within Special Olympics to the next-higher competition level, such as advancement from participation in Sub-Program Games to multi-Program Games, or from multi-Program Games to Regional Games or World Games. Accredited Programs shall



implement the advancement criteria set out in the SOI Sports Rules in a manner which gives athletes of all ability levels an equal opportunity to advance to the next higher level of competition within Special Olympics.

Section 3.07 Awards

3.07(A)

Rules for Distribution of Awards

Awards shall be distributed during Games and Tournaments only in accordance with these General Rules and the SOI Sports Rules. At all Multi-Program Games, Regional Games, World Games and any other Games or events sanctioned by SOI, medals shall be presented to the first, second, and third-place winners in each event, and ribbons shall be presented to athletes who finish in fourth through eighth place. Athletes who are disqualified (for reasons other than unsportsmanlike conduct or violations of the divisioning requirements of the SOI Sports Rules) or who do not finish an event shall be presented with a participation ribbon.

3.07 (B)

Awards Ceremonies

All awards ceremonies conducted during Games and Tournaments shall have as their focus the dignity and accomplishments of the participating athletes, and shall be conducted in a solemn and colorful manner which resembles, as much as is reasonably practicable, the awards ceremonies conducted during Olympic competitions.

Section 3.08 Conduct of World Games

SOI shall determine all matters concerning the organization and conduct of World Games. Unless otherwise determined by SOI, the following general policies shall govern the conduct of World Games:

3.08(A)

Frequency

World Games shall be held every two years, alternating between Summer Games and Winter Games, so that Summer Games and Winter Games shall each be held every four years, with World Summer Games starting as of 1975, and World Winter Games starting as of 1977.



3.08(B)

Location

SOI shall determine the location of each World Games, and shall select and contract with each GOC concerning the terms under which that GOC will have the right and the responsibility to organize, finance and conduct particular World Games. SOI shall select the site for each World Games in accordance with the procedures and criteria specified in the World/Regional Games Charter.

3.08(C)

Governing Rules

All World 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.

3.08(D)

Participating Programs; Quotas and Delegations

Accredited Programs have the right, as well as the obligation, to send a delegation of athletes and coaches to Regional and, where appropriate such as in the United States, to Multi-Program, and World Games. 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 World Games. Once SOI determines these quotas, the affected Accredited Programs shall send delegations to the World Games which comply, as to size and composition, with the quotas established by SOI.

3.08(E)

Eligible Athletes

All Accredited Programs shall follow the athlete advancement criteria specified in the SOI Sports Rules in identifying the athletes who are eligible to represent their Accredited Programs at Games. Consistent with those advancement criteria (which are set forth in detail in the SOI Sports Rules), athletes desiring to represent their Accredited Programs in Regional or World Games must first compete in Sub-Program Games and/or Accredited Program Games held or sponsored within their Accredited Program in order to be eligible for Regional or World Games. Similarly, athletes from U.S. Programs who desire to participate in U.S. Multi-Program Games, Regional Games, or World Games must first have competed in Games held or sponsored by their respective Sub-Program and/or U.S. Program.



Section 3.09

Conduct of SOI-Sanctioned Games

SOI shall determine all matters concerning the organization and conduct of Regional Games, Multi-Program 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 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 3.10 Invitational Games and Tournaments

3.10 (A)

Accredited Programs' Authority to Conduct

Accredited Programs may not conduct their Multi-Program Games as invitational games to which athletes from other Accredited Programs are invited to attend ("**Invitational Games**") without SOI's prior written authorization or in accordance with such written policies as SOI may adopt from time to time. If SOI authorizes a specific Accredited Program to hold its Games as Invitational Games, the requirements of this Section 3.10 shall apply to such Invitational Games, unless otherwise indicated by SOI in its written directives to the Accredited Program regarding its authority to hold such Invitational Games.

3.10 (B)

Sub-Programs

Sub-Programs are not eligible to host Invitational Games unless otherwise approved by SOI in a specific instance. Invitations to attend Invitational Games shall not be distributed to, or accepted by, any Sub-Program without SOI's prior written authorization.

3.10 (C)

Purpose of Invitational Games

Accredited Programs may be permitted to hold their Games periodically as Invitational Games in order to foster greater cooperation and exchange of information between Accredited Programs within a particular Region, and in order to give new or developing Accredited Programs the opportunity to learn and benefit from participation in the Games of a more developed Accredited Program, particularly until that new Accredited Program reaches a point where it can conduct its own Games. Notwithstanding the preceding sentence, the opportunity to participate in another Accredited Program's Invitational Games is not, and may not be viewed as, a substitute for the obligation of the guest Accredited Program to conduct its own Games.

3.10 (D)

Programs Which May Participate; Rules for Extending and Accepting Invitations

SOI shall determine whether an Accredited Program is eligible to send or accept invitations to participate in Invitational Games. Unless otherwise authorized by SOI:

- (1) **Host Programs.** An Accredited Program may not host Invitational Games in any year in which Regional or World Games are scheduled to take place in any location falling within that Accredited Program's Region. Invitations may be issued by the hosting Accredited Program to no more than five (5) other Accredited Programs unless SOI approves the issuance of invitations to additional Accredited Programs. Invitations shall be extended only to the Executive/Program Directors of other invited Accredited Programs, and only to



Accredited Programs which are located in the same Region as the host Accredited Program.

- (2) **Guest Programs.** Accredited Programs may accept only one invitation each year to participate in the Invitational Games held by another Program (as determined by the date(s) of the Invitational Games in question) unless otherwise approved by SOI. If SOI authorizes an Accredited Program to attend more than one Invitational Games in a given one-year period, that Program shall take different athletes to each Invitational Games, in order to maximize the number of athletes benefiting from attendance at Invitational Games.
- (3) **Special Invitations to Non-Accredited Organizations.** Accredited Programs may not extend invitations to participate to any Sub-Programs, or to any club, organization or entity which is not an accredited Special Olympics program, without SOI's prior written approval. In certain cases, SOI may authorize an organization in a nation which has no Accredited Program to participate in an Accredited Program's Invitational Games, as a means of working toward establishing an Accredited Program. In any case in which SOI authorizes such participation, SOI will so notify the hosting Accredited Program in writing, and outline for the attending organization all terms and conditions for that organization's participation in the hosting Accredited Program's Invitational Games.

3.10 (E)

Cost of Invitational Games

The host Accredited Program shall be solely responsible for all costs associated with the conduct of Invitational Games. No such costs shall be imposed on any guest Accredited Program without SOI's approval or without the prior written consent of the guest Accredited Program. However, each guest Accredited Program shall be solely responsible for all travel costs for its delegation to and from the site of the Invitational Games. Accredited Programs which desire to attend Invitational Games are strongly encouraged to pay for the costs associated with that participation using funds raised specifically for that purpose, rather than funds which are otherwise needed to support that Accredited Program's annual operating budget.

3.10 (F)

Procedures for Obtaining SOI Approval

Host and guest Accredited Programs shall comply with the following procedures in seeking authorization from SOI to host or attend Invitational Games:

- (1) **Host Programs.** An Accredited Program desiring to host Invitational Games shall submit a written request to its regional SOI office for authorization to conduct its Games as Invitational Games, setting forth the date and location of those Games, the number and identity of the other Accredited Programs to be invited and the number of guest athletes



projected to attend. All such information shall be submitted to SOI using a standardized form approved by SOI (the "**Invitational Games Authorization Form**"). The Invitational Games Authorization Form shall be submitted to SOI at least six (6) months before the scheduled start of the Invitational Games. The applying Accredited Program shall specifically indicate on its Invitational Games Authorization Form whether it seeks authorization from SOI for a departure from any of the requirements for Invitational Games set forth in this Section 3.10, and if so, the Program's basis for seeking that departure. SOI shall act promptly on each such request and shall notify the applying Accredited Program in writing of SOI's decision.

- (2) **Guest Programs.** All Accredited Programs which have received and which desire to accept invitations to attend Invitational Games shall request SOI's authorization to do so by completing the Invitational Games Authorization Form and submitting it to its SOI Regional Office no later than three months before the scheduled start of the Invitational Games. SOI shall act promptly on each such request and shall notify each prospective guest Accredited Program in writing of SOI's decision.

3.10 (G)

Invitational Tournaments

The provisions of this Section 3.10 shall apply as well to proposed "**Invitational Tournaments**," in which athletes from other Accredited Programs within a particular Region are invited to attend the hosting Accredited Program's Tournament(s) in a particular sport.

Section 3.11 Special Olympics Unified Sports®

Special Olympics "Unified Sports®" is a program that combines Special Olympics athletes and athletes without intellectual disabilities (partners) on sports teams for training and competition. Age and ability level matching of Special Olympics athletes and partners, and the Special Olympics athletes/partner ratios, are defined on a sport-by-sport basis, in accordance with the Sports Rules. Accredited Programs shall develop Special Olympics Unified Sports® or programs that provide other opportunities for the inclusion of athletes within their respective jurisdictions. All Special Olympics Unified Sports® programs shall be conducted in accordance with the Special Olympics Unified Sports® provisions in the SOI Sports Rules.



Section 3.12 Special Olympics Motor Activities Training Programs

A "Special Olympics Motor Activities Training Program" (or "MATP") is a Special Olympics program, the content and requirements for which are outlined in the SOI Sports Rules, which is specially designed for individuals with such severe intellectual disabilities that they cannot benefit from standard Special Olympics training and competition programs. The MATP incorporates many and varied training activities, which have been developed and tested by experts with practical experience in working with people with severe motor learning problems, which are suitable for persons with severe intellectual disabilities who are not yet able to compete in a rigorous sports training program using objective and universal sports rules. Accredited Programs are encouraged to offer MATP's within their territories. SOI shall provide Accredited Programs with written guidelines developed and approved by SOI setting forth the training activities and other approved components and procedures for a MATP. Accredited Programs shall conduct their MATP's in accordance with SOI's written guidelines.

Section 3.13 Volunteers

3.13 (A)

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. To ensure the well-being and safety of athletes and the integrity and reputation of Special Olympics, each Accredited Program shall institute and enforce written procedures for screening, training and monitoring volunteers. Programs, and their respective Sub-Programs, are encouraged to model their own volunteer recruitment, training and supervision procedures after those set forth in Section 3.13 of the U.S. Specific Rules, appended to the General Rules, if permissible to do so under the laws of their respective jurisdictions.

3.13 (B)

Supervision

During the course of all Special Olympics events, Accredited Programs shall properly supervise all volunteers, and take appropriate and prompt action in any instance in which a volunteer fails to comply with the policies and procedures established by the Accredited Program.



Article 4

SOI's Governance of Special Olympics

Section 4.01

SOI's Governance Authority and Responsibility

SOI has the right and the responsibility to ensure that all sports training and competition offered to persons with intellectual disabilities under the name or auspices of "Special Olympics" are organized, financed and conducted in accordance with uniform international standards, and in a manner that preserves the quality and reputation of Special Olympics and best serves the interests of persons with intellectual disabilities worldwide. To that end, SOI has the authority to interpret, issue and periodically amend or update these General Rules and the other Uniform Standards as well as other written policies on matters covering the entire scope of the Special Olympics Movement, including, to the extent necessary in SOI's judgment, matters pertaining to the proper management and operation of Accredited Programs. Final authority on all matters affecting the organization, accreditation, financing and conduct of Accredited Programs and other Special Olympics programs rests with SOI as the creator, developer and world governing body for Special Olympics.

Section 4.02

Lines of Communication within Special Olympics

4.02 (A)

Generally

Unless otherwise provided in these General Rules or in any other Uniform Standards, communications and reporting within the Special Olympics Movement will be conducted vertically as between SOI and all Accredited Programs, between SOI and the GOCs, and between SOI and any Advisory Committee which reports to SOI. These vertical communications will be supplemented by lateral communications between Accredited Programs, such as in connection with their service on Advisory Committees.

4.02 (B)

Notice to Accredited Programs of Policy-Making

SOI will provide all Accredited Programs (and, where applicable, GOCs) with written notice of all changes or supplements to the Uniform Standards. If practicable in SOI's judgment, SOI will provide Accredited Programs with at least thirty (30) days' prior written notice of any new or



amended Uniform Standard which requires Accredited Programs to take new actions or to implement changes in their existing procedures.

4.02 (C)

Communications at the Accredited Program Levels

Accredited Programs are responsible for informing all of their Sub-Programs of the content of and obligations imposed by the General Rules and the Uniform Standards, and for communicating to them any changes or supplements made therein.

Section 4.03

SOI's Decision-making

4.03 (A)

Authority of SOI's Board

SOI is governed by its Board of Directors ("**SOI's Board**"). SOI's Board is ultimately responsible for establishing all policies which govern SOI and the Special Olympics Movement. SOI's Board discharges this responsibility by approving the General Rules and all major policies embodied in the other Uniform Standards.

4.03 (B)

Authority of SOI Executives

The Board of Directors may delegate authority to manage the day-to-day affairs of SOI and to discharge SOI's policy-making responsibilities over the Special Olympics Movement to a President and Chief Executive Officer (or other official designated in SOI's corporate by-laws), except, however, that these General Rules and any subsequent changes to them shall be approved by SOI's Board. Subject to the ultimate authority of SOI's Board and to the extent permitted by SOI's corporate by-laws, SOI's Chief Executive Officer may, in turn, delegate SOI's decision-making authority concerning Special Olympics to one or more senior SOI executives. All such delegations of authority within SOI shall be made in accordance with SOI's by-laws.

4.03 (C)

Notice to Accredited Programs of Identity of SOI Decision-Makers

SOI shall keep all Accredited Programs and GOCs regularly informed of the identity of the specific SOI executives or staff members to whom SOI has granted authority to decide specific matters (subject, where applicable, to the oversight and ultimate power of approval of SOI's Board). In addition, SOI shall keep all Accredited Programs and GOCs regularly informed of the procedures to be followed when submitting requests for approval to SOI of matters which require SOI's approval under these General Rules or other Uniform Standards.



Section 4.04 Amendments to General Rules

4.04 (A)

Proposed Amendments

SOI reserves the right to amend the General Rules whenever SOI determines that the amendment is in the best interests of Special Olympics, subject to the authority of SOI's Board to approve any such amendment. In addition, amendments to the General Rules may also be proposed by (i) the chairperson of the Board of Directors/Program Committee of any Accredited Program, (ii) the Executive/Program Director of any Accredited Program, (iii) any Leadership Council, (iv) the Medical Advisory Committee, (v) the Sports Rules Advisory Committee, or (vi) the General Rules Advisory Committee.

4.04 (B)

Format for Proposed Amendments

All proposed amendments to the General Rules shall be submitted to SOI in writing, and shall identify clearly the specific nature and purpose of the proposed amendment. If possible, the proposed amendment shall be submitted in a form which shows what, if any, existing language from the affected section or subsection of the General Rules would be deleted (using brackets or "overstrike" marks to ensure that the stricken language is still readable), and what language would be adopted in its place if the proposed amendment were approved (using underlining or italics to identify the new language). If a party proposing an amendment does not wish to propose specific new language to be added to the General Rules as part of the proposed amendment, that party may describe in detail the substance and intended effect of the amendment, in lieu of drafting proposed new language for insertion in the General Rules. (In this latter case, however, the proposal shall nevertheless clearly identify any language which would be deleted from the General Rules if the proposed amendment were adopted.) SOI reserves the right to decline to consider any proposed amendment which SOI determines is unclear or too lacking in detail to enable SOI to evaluate its purpose or impact.

4.04 (C)

Initial Screening of Proposed Amendments

All proposed amendments to the General Rules shall be reviewed by SOI. SOI may seek the views of Accredited Programs and Regional Leadership Councils concerning the substance or implementation of any proposed amendment, if SOI determines that such input would assist SOI in evaluating the proposal. In that case, SOI shall provide affected Accredited Programs with a reasonable period within which to review and comment on the proposed amendment. Any comments submitted by Accredited Programs shall be advisory only and shall not be binding on SOI's Board.



4.04 (D)

Approval of Proposed Amendments

SOI's Chief Executive Officer shall have the power to approve any amendment to the General Rules, provided that the Chief Executive Officer's approval of all such amendments is ratified and adopted by SOI's Board at its next regularly scheduled meeting. If SOI's Chief Executive Officer determines that a particular amendment needs to become effective before the next regularly scheduled meeting of SOI's Board, then any such amendment to the General Rules shall, following its approval by SOI's Chief Executive Officer, be submitted promptly for ratification and adoption by the Executive Committee of SOI's Board (which discharges the powers of SOI's Board in between scheduled meetings of SOI's Board). All meetings and votes of SOI's Board and/or of the Executive Committee of SOI's Board concerning proposed amendments to the General Rules shall be held and taken in accordance with SOI's corporate by-laws.

4.04 (E)

Effective Date of Approved Amendments

- (1) Non-Emergency Amendments. Except as otherwise provided in subsection (2) below, an approved amendment to the General Rules shall take effect ninety (90) days after the date on which the amendment is ratified and adopted by SOI's Board in accordance with this Section 4.04, unless SOI's Board specifies a later effective date.
- (2) Emergency Amendments. An amendment to the General Rules may be approved by SOI's Chief Executive Officer to take effect in less than ninety (90) days after adoption if SOI's Chief Executive Officer determines that earlier implementation of the amendment is required in order to: (i) protect the health and safety of individuals involved in Special Olympics programs, (ii) protect the public image, reputation, or financial integrity of SOI or Special Olympics, or (iii) prevent immediate and substantial harm to SOI or to any of its Accredited Programs.
- (3) Exceptions to Implementation Requirements. SOI's Chief Executive Officer may extend, in writing, the deadline by which a particular Accredited Program will be required to comply with an amendment to the General Rules if SOI's Chief Executive Officer determines that specific circumstances confronting the affected Accredited Program would make it impossible for the Accredited Program to comply with the effective date specified for the amendment. In the absence of such a written waiver, however, all Accredited Programs shall be required to comply with the approved amendment to the General Rules by the effective date specified for that amendment.



4.04 (F)

Notice to Accredited Programs

SOI shall provide prompt notice to all Accredited Programs and Advisory Committees of all approved amendments to the General Rules. SOI shall specify in this written notice the effective date for each approved amendment.

Section 4.05 Amendment of Other Uniform Standards

4.05 (A)

SOI Sports Rules

Amendments to the Official SOI Sports Rules shall be considered and approved by SOI in accordance with the specific amendment provisions contained in the Official SOI Sports Rules.

4.05 (B)

Other Uniform Standards

The procedures for amending any Uniform Standards other than these General Rules or the Official SOI Sports Rules shall be governed in the first instance by whatever provisions concerning amendments are found in the specific Uniform Standard being amended. If that document does not contain its own procedure for amendments, SOI may adopt amendments to those Uniform Standards by following the procedures specified in Section 4.04 for amending these General Rules.

Section 4.06 International Advisory Committee

4.06 (A)

Responsibilities

One of the committees of SOI's Board shall be an "International Advisory Committee." This International Advisory Committee (the "IAC") shall be responsible for advising SOI's Board on matters related to the Special Olympics Movement which affect all Accredited Programs. The IAC will also be responsible for reviewing recommendations proposed by the Regional Leadership Councils (defined in Section 4.07) or by individual Accredited Programs concerning matters affecting the Special Olympics Movement. At each meeting of SOI's Board, the IAC will report to SOI's Board concerning all recommendations being made by the IAC, either on the IAC's own initiative or as the result of the IAC's review of proposals received from Regional Leadership Councils or individual Accredited Programs.



4.06 (B)

Size and Composition

The members of the IAC shall be *ex officio* voting members of SOI's Board. Each of the seven Regional Leadership Councils shall elect its own representative to serve on the IAC (consistent with the membership qualifications listed in subsection (c) below), so that the IAC comprises seven members, each of whom represents one Region through a Regional Leadership Council.

4.06 (C)

Criteria for Membership

Persons elected to membership on the IAC shall meet the following criteria:

- (1) Be an Executive/Program Director, or member of a Board of Directors/Program Committee, of an Accredited Program;
- (2) Have extensive knowledge of, and significant prior experience with, the Special Olympics Movement;
- (3) Understand the role and responsibilities of the IAC and Regional Leadership Councils;
- (4) Be an effective advocate for the mission and Founding Principles of the Special Olympics Movement; and
- (5) Regularly attend or participate in meetings or conference calls convened by the IAC.

Section 4.07 Regional Leadership Councils

4.07 (A)

Creation

Regional Leadership Councils each referred to herein as "**RLC's**" may be established for one or more Regions or Sub-Regions with the approval of SOI's Board. At the time of such approval, SOI will specify in writing, in the form of a resolution adopted by SOI's Board, the geographic area represented by each RLC. RLC's shall not be separate legal or juridical entities.

4.07 (B)

Operating Procedures and Standards

Each RLC will conduct its affairs in accordance with written operating procedures and standards, which must be consistent with these General Rules, and which must be approved in advance by SOI at the time that SOI's Board approves the formation of that RLC (the "**RLC Operating Procedures**"). These RLC Operating Procedures shall set forth the procedures and standards for, among other matters, size of membership, selecting members, and for scheduling and holding meetings of that RLC.



4.07 (C)

Purpose

Each approved RLC will represent all Accredited Programs within its respective Region or Sub-Region in advising SOI on all policy-related issues affecting those Accredited Programs, including matters related to sports, technical assistance, fund-raising, public relations, and program management, and the other matters listed in subsection (e) below. If an RLC is approved for a Sub-Region, that Sub-Regional RLC will coordinate its communications to SOI with the RLC for the Region in which that Sub-Region is located.

4.07 (D)

Composition

The members of an RLC will be elected by the Accredited Programs located within the RLC's Region or Sub-Region, in accordance with the Operating Procedures for that RLC, and consistent with the criteria for membership outlined in subsection (f) below. Any RLC may designate, through its Operating Procedures, the Managing Director of that region as an *ex officio* member or co-chair of its RLC and may include, pursuant to its Operating Procedures, *ex officio* non-voting members. Each RLC shall include at least one member who is an Athlete.

4.07 (E)

Areas of Responsibility

Unless otherwise provided in the Operating Procedures of an RLC, each RLC shall be responsible for:

- (1) Establishing long-range plans for Region-based events, such as Regional Games, Regional conferences, meetings of Executive/Program Directors of Accredited Programs in the Region, Strategic Growth plans for its region, and training seminars;
- (2) Reviewing and making recommendations to SOI concerning proposed dates and venues for Regional Games, and proposals from Accredited Programs within the Region to host Regional Games;
- (3) Reviewing and making recommendations to SOI concerning proposed dates and venues for Region-based Tournaments, and proposals from Accredited Programs within the Region for hosting such Tournaments;
- (4) Planning and conducting Regional conferences in collaboration with SOI; and
- (5) Advising SOI's Regional offices on program priorities and methods for expanding the Special Olympics Movement within specific Regions, including recommendations concerning the development of Official Sports, fund-raising initiatives, public relations and communications initiatives, and Regional training needs.



4.07 (F)

Criteria for Membership

Persons elected to membership on an RLC shall meet the following criteria:

- (1) Be an Executive/Program Director, or member of a Board of Directors/ Program Committee, of an Accredited Program, or in the case of the membership on the North American Leadership Council, a member of a Board of Directors/Program Committee of a Canadian provincial Program;
- (2) Have extensive knowledge of, and significant prior experience with, the Special Olympics Movement;
- (3) Understand the role and responsibilities of the RLC's;
- (4) Be an effective advocate for the mission and Founding Principles of the Special Olympics Movement; and
- (5) Regularly attend or participate in meetings or conference calls convened by the RLC to which that person is elected to membership.

Section 4.08

Sub-Regional Leadership Councils

SOI, in consultation with the RLC, may periodically authorize the formation of one or more Sub-Regional Leadership Councils ("SRLC's") to operate within a Sub-Region, on the same conditions as are identified in Section 4.07 concerning the formation, membership and operation of RLC's.

Section 4.09

Sports Rules Advisory Committee

4.09 (A)

Purpose

The purpose of the Sports Rules Advisory Committee is to conduct an on-going review of the SOI Sports Rules and make recommendations to SOI concerning amendments to the SOI Sports Rules proposed by the Committee and/or by Accredited Programs.

4.09 (B)

Composition

The Sports Rules Advisory Committee shall consist of members who are sports experts, coaches, parents, athletes, officials, Executive/Program Directors of Accredited Programs or members of SOI's Board. Committee members shall be drawn from Accredited Programs



throughout the world and shall be as geographically diverse and international in scope as is reasonably practicable. SOI's Board shall determine the size of the Sports Rules Advisory Committee.

4.09 (C)

Selection and Terms of Members

SOI's Chief Executive Officer, or his/her designee, shall appoint and may remove all members of the Sports Rules Advisory Committee. In making these appointments, SOI may consider recommendations from Accredited Programs or from other persons who participate in or are affiliated with Special Olympics. Each member of the Sports Rules Advisory Committee shall serve for a term of four (4) years. SOI's Chief Executive Officer will appoint a replacement for any Committee member who is unable or unwilling to complete his/her four-year term.

4.09 (D)

Subcommittees

The Sports Rules Advisory Committee shall form and maintain standing subcommittees for reviewing the rules concerning specific Official Sports and Recognized Sports. Unless otherwise determined by SOI, there shall be one subcommittee for each Official Sport and one subcommittee for each Recognized Sport. The members of each sports subcommittee shall serve for terms of four years, unless otherwise determined by SOI's Chief Executive Officer. Accredited Programs and other participants in Special Olympics, including members of Advisory Committees, may nominate proposed members of the sports subcommittees at any time, in order to ensure that all subcommittee positions are filled to the greatest extent possible with qualified members.

4.09 (E)

Requirements of SOI Sports Rules

The SOI Sports Rules contain additional provisions concerning the Sports Rules Advisory Committee and its subcommittees, which address, among other things, the Committee's functional responsibilities, the responsibilities of sports subcommittees, the procedures for adopting and modifying the SOI Sports Rules, and the timetable for reviewing and adopting proposed amendments to the SOI Sports Rules. The Sports Rules Advisory Committee shall comply with these additional procedural provisions in the SOI Sports Rules in conducting its affairs.



Section 4.10 General Rules Advisory Committee

4.10 (A)

Purpose

The purpose of the General Rules Advisory Committee (the "**GRAC**") is to review these General Rules and to make recommendations to SOI concerning General Rules amendments, all as may be requested by SOI's Chief Executive Officer from time to time.

4.10 (B)

Composition; Selection of Members

The GRAC shall consist of members who are currently active in the Special Olympics Movement, such as Executive/Program Directors, members of Boards of Directors/Program Committees, athletes, family members, or coaches. The GRAC's membership shall include balanced representation from various Regions throughout the world. Members of the GRAC shall be appointed, and may be removed, by SOI's Chief Executive Officer. SOI's Chief Executive Officer shall determine each member's membership terms at the time of each appointment.

4.10 (C)

Operating Procedures

The GRAC shall conduct its operations on an informal basis. All procedures used by the GRAC for scheduling and conducting its meetings, for reviewing proposed General Rules amendments with Accredited Programs and other participants in Special Olympics, and for formulating recommendations to SOI concerning matters within the GRAC's jurisdiction, shall be subject to SOI's ongoing approval.

Section 4.11 Medical Advisory Committee

4.11 (A)

Purpose

The purpose of the Medical Advisory Committee (the "**MAC**") is to address, whether on its own initiative, at the request of SOI's Chief Executive Officer or SOI's Board, or at the request of any other Advisory Committee, all matters which affect the health and safety of athletes, coaches, volunteers, officials and other participants in Special Olympics.

4.11 (B)

Composition

The MAC shall be composed of members of the medical profession (including sports medicine), persons involved in the field of intellectual disability, and other appropriate health



professionals, as determined by SOI. The MAC shall include a balanced representation of various Regions throughout the world, to the greatest extent practicable, and should include the SOI staff member responsible for Health Programs.

4.11 (C)

Membership

Members of the MAC shall be appointed by SOI's Chief Executive Officer, and shall serve for a term of four (4) years. SOI's Chief Executive Officer shall appoint a replacement to serve on the MAC for the unexpired term of any previously appointed member who is unable or unwilling to continue to serve for his/her full four-year term.

4.11 (D)

Operating Procedures

The MAC shall conduct its affairs in an informal manner, but shall meet in person at least once every two (2) years. All procedures used by the MAC for scheduling and conducting these meetings, and for formulating recommendations to SOI concerning matters within the MAC's jurisdiction, shall be subject to SOI's ongoing approval.

Section 4.12 Torch Run Executive Council

4.12 (A)

Purpose and Composition

The Torch Run Executive Council is authorized by SOI and supported by the International Association of Chiefs of Police for the purpose of encouraging, promoting, supporting, and providing technical guidance to Accredited Program Torch Run volunteers in planning and coordinating Torch Run events and activities on a worldwide basis, facilitating the expansion of existing Torch Run activities, and planning for the development of new Torch Run activities and events. The size and composition of the Torch Run Executive Council shall be approved by SOI's Chief Executive Officer in consultation with the Torch Run Executive Council. The Torch Run Executive Council shall include representatives of Accredited Programs as well as representatives of law enforcement agencies or associations, including the International Association of Chiefs of Police (the founding law enforcement organization of the Law Enforcement Torch Run® for Special Olympics), which support or participate in Torch Run events and activities, who shall be selected in accordance with the operating procedures described in subsection (b) below.



4.12 (B)

Operating Procedures and Standards

The Torch Run Executive Council shall conduct its affairs in accordance with written operating procedures and standards which must be consistent with these General Rules, and approved in advance by SOI. Such operating procedures shall address, among other things, the procedures for selecting the representatives of Accredited Programs and law enforcement organizations, the creation and operation of sub-committees, and the procedures for formulating recommendations and proposals to SOI concerning Torch Run programs and events.

Section 4.13 Other Advisory Committees

SOI may periodically authorize the creation of other Advisory Committees (including, but not limited to, other Leadership Councils) in addition to or in lieu of those expressly provided for in these General Rules, if SOI determines that their formation would be in the best interests of Special Olympics. If SOI chooses to authorize the formation of any additional Advisory Committees (which may be organized according to functional responsibilities or other non-geographic lines), then at that time, SOI will determine how that new Advisory Committee will be required to handle the procedural and operational matters addressed in Section 4.07.

Section 4.14 Regional and World Games

SOI shall be exclusively responsible for authorizing the conduct of Regional Games and World Games. In making decisions concerning Regional Games, SOI shall consider the recommendations of any Regional Leadership Council for the Region in which the Regional Games would be held. SOI shall be solely responsible for reviewing and approving proposals from prospective GOC's for hosting World Games. SOI shall also determine all conditions under which Regional Games and World Games will be planned, financed and conducted.

Section 4.15 Tournaments and Demonstrations

SOI shall be exclusively responsible for organizing and conducting, or for authorizing GOC's or Accredited Programs to organize and conduct, Tournaments and demonstrations involving Special Olympics athletes, held on a multi-jurisdictional, regional, or international basis. If SOI authorizes any GOC or Accredited Program (or group of Accredited Programs) to conduct any such Tournaments or demonstrations, SOI will, at that time, specify in writing all terms and conditions for conducting that Tournament or demonstration.



Section 4.16

Approvals of Accredited Program Activities

The structure and operations of all Accredited Programs, and all activities conducted by or under the authority of Accredited Programs in the name of or for the benefit of Special Olympics, shall be subject to SOI's ongoing approval. SOI shall normally exercise this ongoing right of approval through the accreditation processes and policies provided for in Article 6. However, SOI reserves the right to exercise its approval powers in specific cases at any time, and outside of the routine schedule and system for granting or renewing accreditation, in order to process the various requests for SOI's approval which Accredited Programs must obtain under these General Rules, and in order to respond to situations which are not addressed specifically in these General Rules, but which fall under SOI's overall authority over Special Olympics, as provided in Sections 9.02 and 9.03.

Section 4.17

Broadcasting and Recording Matters

4.17 (A)

SOI's Authority

SOI shall be the sole and exclusive owner of all copyright and other intellectual property rights in all World and Regional Games, and as such, SOI has the sole and exclusive right to license others to film, record and broadcast, whether on a live or pre-recorded basis, any audio, or visual, or digital signals of the Games or of any Special Olympics events associated with the Games, such as official opening or closing ceremonies (collectively, "**Games Recordings**"). SOI also owns all copyrights in various musical compositions composed for the benefit of Special Olympics by artists or performers who have transferred all copyrights in their compositions to SOI (collectively, "**SOI Music**").

4.17 (B)

Effect on Accredited Programs and GOC's

No Accredited Program or GOC may grant, or purport to grant to any party (including without limit, any producer, director, radio broadcaster, over-the-air or cable television broadcaster, radio or television network, or any Internet provider) any right of any kind to film, record, broadcast or otherwise disseminate any World and Regional Games Recordings or SOI Music without SOI's prior written consent, or to otherwise publish, display, or transmit Games Recordings or SOI Music on or through computers, digital or analog modem signals or fiber optic signals, Internet sites, World Wide Web communications, networks or any other form of on-line or off-line communications or downloads without SOI's prior written consent.



4.17 (C)

Recording Rights

No Accredited Program or GOC shall, without SOI's prior written permission, either itself or by license to any other party, produce, promote, and/or sell any musical or vocal recording of any kind, including without limit any CD, record, tape, Internet broadcast, digital video disk, or any other electronic media, whether now in existence or created in the future, for the benefit of the Special Olympics Movement, any Accredited Program, or any GOC.

Section 4.18 Registration and Protection of SO Marks

4.18 (A)

SOI's Responsibilities

As the owner of the SO Marks, SOI is responsible for registering, protecting and enforcing all of SOI's ownership and related rights to the use of the SO Marks and the goodwill and value associated with them. SOI is therefore exclusively responsible for registering or recording all trademarks, service marks, copyrights, and all other recordable interests in any intellectual property comprising the SO Marks with the appropriate legal or governmental entities throughout the world, and for filing and prosecuting all actions against third parties for misappropriation, infringement or other misuse of the SO Marks or other intellectual property associated with Special Olympics.

4.18 (B)

Effect on Programs

No Program, Sub-Program accredited by a Program, Region or Sub-Region Regional Leadership Council, International Advisory Committee or any other committee established by Accredited Programs, Regions or SOI or by authority of these General Rules 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 national or local governmental authority or with any multi-national or international tribunal responsible for the recordation, cataloging or enforcement of trademarks or copyrights without SOI's prior written consent. In addition, no Program, Sub-Program accredited by a Program, Region or Sub-Region, nor any of the other councils or committees described in the preceding sentence may file or prosecute any claim for misappropriation, infringement or other misuse of the SO Marks or other intellectual property associated with Special Olympics or the Special Olympics Movement without SOI's prior written consent. SOI will, however, consider requests from specific Programs for authorization to proceed with such registration or enforcement activities in the name of and on behalf of SOI, if SOI determines that granting such authorization is a more efficient and expedient method, in a particular instance, of protecting the SO Marks and



other intellectual property associated with Special Olympics in areas outside of the United States.

Section 4.19 Official Languages

The official language to be used in all communications between and among SOI and all GOC's and all Accredited Programs shall be English (the "**Official Business Language**"). Accredited Programs shall be responsible for translating and distributing printed materials concerning that Accredited Program's conduct of Special Olympics programs (collectively, "**Program Materials**") into the most predominant language(s) spoken in that Accredited Program's country, in order to facilitate efforts at public education and at increasing the number of athletes who participate in Special Olympics. SOI reserves the right, however, to inspect such translations and/or to require an Accredited Program to provide SOI with an English version of some or all of that Accredited Program's Program Materials, in order to enable SOI to confirm that such Program Materials conform to the English version issued by SOI. If there is any conflict between the non-English translation of any Uniform Standards or Program Materials and the English version, the English version shall control and take precedence.



Article 5

Governance and Operation of Accredited Programs

Section 5.01 **Structural Requirements**

5.01 (A)

Generally

Each Accredited Program shall have and maintain, as a condition for obtaining and maintaining its accreditation under Article 5, an organizational form and structure which is sufficient and appropriate, in SOI's judgment, to enable that Accredited Program to meet its accreditation obligations and the requirements of these General Rules and other Uniform Standards.

5.01 (B)

Programs

Unless otherwise authorized by SOI, each Program shall be organized as an independent charitable entity, in accordance with the laws of its jurisdiction. Wherever possible and permissible under applicable law, a Program shall: (1) be established and operated as a separate and identifiable non-profit corporation or association, or other legally independent non-profit entity, which is managed and operated by a Board of Directors/Program Committee; and (2) obtain and maintain all available exemptions from taxation to the greatest extent permitted by the laws of that Program's jurisdiction. SOI shall approve the form and type of organization of each Program at the time that it grants new or renewed accreditation to that Program, taking into account the legal requirements of a particular Program's jurisdiction, the role, if any, to be played by the national government in that jurisdiction in creating or operating the Program, and any special needs of a new and developing Program.

5.01 (C)

Sub-Programs

1) **Within Programs.** Sub-Programs accredited to operate within the jurisdictions of Programs may not be separately incorporated or otherwise organized into unincorporated associations or other entities having a separate and distinct legal status or identity from that of the accrediting Program without SOI's prior written approval. Rather, each Sub-Program shall be operated as a division or branch of the accrediting Program, in order to ensure that the accrediting Program maintains full control over the assets and operations of its Sub-Programs.



5.01 (D)

Prohibition on Forming Unauthorized Affiliate Entities

Within the United States, no U.S. Program may separately incorporate or otherwise organize as a separate entity any subsidiary, licensee, supporting organization (as that term is defined in the Internal Revenue Code of the United States), unincorporated association or any other type of affiliated entity without SOI's express prior written approval. Similarly, no Program may separately incorporate or otherwise recognize as a separate entity any subsidiary, licensee, endowment fund, unincorporated business club or association, any entity which, under the laws of that Program's nation, would be the functional equivalent of a "supporting organization" under the U.S. Internal Revenue Code, or any other type of affiliated entity without SOI's express prior written approval.

Section 5.02 Governance Requirements

5.02 (A)

Governance Authority

The affairs of each Accredited Program shall be governed by a Board of Directors/Program Committee, which must have ultimate legal responsibility, and ultimate responsibility to SOI, for the conduct of the Accredited Program. SOI may, in its discretion, approve a different governance structure for a particular Accredited Program at the time that SOI grants or renews that Accredited Program's accreditation, depending on that Program's stage of development and as permitted by applicable law. If the affairs of an Accredited Program are to be conducted by a governmental agency or sports federation SOI will normally require, as a condition of obtaining and maintaining accreditation, that the governmental entity or sports federation establish an Executive Committee that focuses specifically on the conduct of Special Olympics programs within the Accredited Program's jurisdiction.

5.02 (B)

Accountability of Board of Directors/Program Committee

The Board of Directors/Program Committee of an Accredited Program shall be responsible under the Program's by-laws or other organizational documents for overseeing the conduct of the Program's affairs. An Accredited Program's Board of Directors/Program Committee may delegate specific authority or responsibility for particular functions to committees or subcommittees, or to officers or employees of the Accredited Program, if that delegation is permitted by the Program's by-laws and applicable law. However, the Board of Directors/Program Committee of each Accredited Program is ultimately responsible and accountable to SOI for ensuring that its Accredited Program complies with all of the requirements of these General Rules and the other Uniform Standards. (That responsibility and accountability is not diminished by the fact that, pursuant to these General Rules and



other Uniform Standards, communications between SOI and Accredited Programs are commonly directed to or originate from the Executive/Program Director, rather than the Board of Directors/Program Committee, of the affected Sub-Program.)

5.02 (C)

Composition and Membership of Board/Program Committee

The Board of Directors/Program Committee of an Accredited Program shall be sufficient in size to permit responsible program oversight and decision-making, and should include members from diverse geographic locations and diverse professional backgrounds who have background or experience in Special Olympics or with intellectual disabilities, or an interest in developing and expanding Special Olympics programs. Each Accredited Program's Board of Directors/Program Committee shall have the number and type of members required by the Accreditation Standards. As part of this requirement, every Accredited Program's Board of Directors/Program Committee shall within their Board or Committee structure include at least one sports expert, one expert in the field of intellectual disabilities, one Special Olympics athlete, who shall have received training on Board/Program Committee participation, and at least one close family relation of a Special Olympics athlete, as those terms may be defined by SOI.

5.02 (D)

Rotation of Members of Board/Program Committee

The by-laws or other organizational documents of each Accredited Program shall require systematic rotation in the membership of the Board of Directors/Program Committee, consistent with any limits imposed by local law on the total length of service of any one member. Unless otherwise expressly required by applicable local laws, the by-laws or other organizational documents of each Accredited Program shall limit the total length of service of any one member of its Board of Directors/Program Committee to a maximum of nine consecutive years. (If applicable local law expressly requires a different term limit than that provided for in the preceding sentence, then an Accredited Program shall be treated as having complied with the membership requirements of this subsection (d) if it adopts the term limits required by its own local laws, and documents that compliance and the requirements of its local laws to SOI's satisfaction.) Each Accredited Program shall document its adoption of the required implementation, or the status of its ongoing efforts to complete that process, to SOI's satisfaction, as a condition of obtaining or renewing its accreditation. Until an Accredited Program has implemented the membership rotation requirements its Accreditation Period shall not exceed one (1) year.

An Accredited Program may request an exception to the nine-year maximum service for a member of that Accredited Program's Board of Directors/Program Committee who has an exemplary record of service. To obtain such an exception, an Accredited Program shall submit a written request (specifying the person for whom the exception is requested, describing that



person's service to the Board of Directors/Program Committee, the justification for the extension, and the length of the requested extension, provided that in no event may any person serve more than eighteen consecutive years on a Board of Directors/Program Committee) to the SOI Managing Director for the Accredited Program's Region, who shall forward the request together with the Managing Director's recommendation to SOI's Chief Executive Officer, who shall consider the request and, if the Chief Executive Officer believes that the request should be granted, recommend approval to the IAC, which shall make the final decision and inform the Accredited Program and the Chief Executive Officer. The IAC and SOI may adopt such guidelines and standards as each shall deem appropriate for implementing the foregoing process. No more than twenty percent of the members of any Board of Directors/Program Committee shall be granted such exceptions.

5.02 (E)

Delegation of Authority to Executive/Program Director and Sports Director

The day-to-day operations of each Accredited Program shall be managed by an Executive/Program Director, who shall be a qualified person appointed by the Accredited Program's Board of Directors/Program Committee. This Executive/Program Director must have the authority and responsibility to manage the Accredited Program's day-to-day affairs as required by these General Rules and the other Uniform Standards. The Executive/Program Director must be subject to the supervision and control of the Accredited Program's Board of Directors/Program Committee, and must meet the requirements specified in the Accreditation Standards. The Executive/Program Director may be part-time or full-time, volunteer or paid, but cannot be the same person as the Chair of the Board of Directors/Program Committee or the same person as the Sports Director. The management of sports programs for each Accredited Program shall be delegated to a Sports Director. The Sports Director must be subject to the supervision and control of the Accredited Program's Executive/Program Director and may be part-time or full-time, volunteer or paid but cannot be the same person as the Chair of the Board of Directors/Program Committee or the same person as the Executive/Program Director. SOI will assist Accredited Programs in selecting their respective Executive/Program Directors and Sports Directors by providing information concerning desirable qualifications for the position, and if known to SOI, information concerning potentially suitable candidates.

5.02 (F)

Organizational Documents

Each Accredited Program shall conduct its affairs in accordance with its respective articles of incorporation, by-laws, and/or other governing or organizational documents specifying the Program's legal powers and operational procedures (collectively, "**Organizational Documents**"). SOI shall approve the Organizational Documents for each Accredited Program as part of the accreditation process set forth in Article 6. Once SOI has approved the



Organizational Documents of an Accredited Program, the Accredited Program may not make material changes in those Organizational Documents without SOI's approval.

5.02 (G)

Flexibility in Specific Instances

SOI may, in its discretion, allow an Accredited Program seeking to obtain or renew its accreditation greater flexibility concerning its structure, governance and Organizational Documents, and permit that Accredited Program to vary from particular requirements of this Section 5.02, if SOI determines that such flexibility is warranted in view of the specific conditions confronting the Accredited Program, and if SOI is satisfied that the structure and governance arrangements being proposed for the Accredited Program offer sufficient assurance that it can fulfill its obligations to SOI under the Accreditation Standards, the obligations being undertaken by the Program in its Accreditation License, and these General Rules.

Section 5.03 Names Used by Accredited Programs

Unless otherwise approved by SOI at the time that it grants or renews accreditation, each Accredited Program and Founding Committee shall begin its own legal and operating name with the name "Special Olympics," and shall always include the name "Special Olympics" as part of the Program's legal or operating name in all of its Organizational Documents and Program Materials (defined in Section 4.19). The remainder of the Accredited Program's or Founding Committee's name shall consist only of the name of its nation or state, or the name of whatever other geographic region or area which defines the scope of its jurisdiction, and that name shall follow immediately after the words "Special Olympics." For example, the National Program for Ireland shall be called "Special Olympics Ireland," and the U.S. Program for the State of Massachusetts, USA shall be called "Special Olympics Massachusetts." No other words or phrases shall be included in the name of an Accredited Program or Founding Committee without SOI's prior written consent. For purposes of an Accredited Program's or Founding Committee's use of the Official Credit Line (defined in Section 5.07) and in its use of the name "Special Olympics" and other SO Marks: (i) a Founding Committee shall identify itself as a program which is "recognized by" SOI, but shall not identify itself as a program "accredited by" SOI; and (ii) Accredited Programs shall identify themselves as "accredited by" SOI. Accredited Programs and Founding Committees shall also comply with the requirements of Section 5.07 concerning the use of the SO Logo and other SO Marks.



Section 5.04 Jurisdictional Limitations of Accredited Programs

5.04 (A)

General Limitations

No Accredited Program shall conduct any operations or engage in activities of any type outside of the geographic boundaries of that Accredited Program's jurisdiction (which is defined through the accreditation process, as provided in Article 6).

5.04 (B)

Exceptions for Participation in Invitational Games

Notwithstanding the general rule set forth in subsection (a) above, Accredited Programs may hold Invitational Games and invite Accredited Programs in other jurisdictions to participate in them, and may accept such invitations to send delegations to Invitational Games, Multi-Program Games, Regional Games, and World Games held by other Accredited Programs, GOC's and SOI to the extent permitted by Article 3.

Section 5.05 General Requirements Concerning Training and Competition

Each Accredited Program shall comply with the requirements set forth in Article 3 concerning the conduct of Special Olympics sports training and competition, and with the other Uniform Standards which pertain to training, Tournaments and Games. These obligations include, but are not limited to, compliance with all required procedures applicable to that Accredited Program concerning the registration of Special Olympics athletes, and the proper use of volunteers.

Section 5.06 Scope of Program; Growth Requirements

5.06 (A)

Required Scope of Program

Each Accredited Program shall offer sports training and competition programs within its jurisdiction as well as other Special Olympics program initiatives that form the fabric of Special Olympics support of athletes, their families and communities in sport, health, and advocacy including those that are currently in place and those that may be created in the future.

It is the goal of SOI that each Accredited Program shall increase the number of Special Olympics athletes participating in competition and training activities offered by that Accredited Program. Each Accredited Program shall keep SOI regularly informed of its



progress concerning growth. In conjunction with SOI, each Accredited Program shall establish specific development targets including the number of new athletes to be served by that Program and identify how the Accredited Program proposes to reach the established goal.

5.06 (B)

Approved Methodologies for Measuring Growth

In counting and reporting to SOI on the numbers of athletes who participate in an Accredited Program's activities, each Accredited Program shall use a standardized methodology developed and approved by SOI through written notice to all Accredited Programs, unless SOI authorizes a particular Accredited Program to depart from that standardized methodology, all as further provided in Section 2.06. In addition, the data used by each Accredited Program to calculate and report to SOI on the total population of persons eligible in its jurisdiction to participate in Special Olympics shall be subject to SOI's review and approval.

Section 5.07

Use of Special Olympics Name and Other SO Marks

Each Accredited Program shall comply with the requirements of these General Rules and the other Uniform Standards in its use of the name "Special Olympics" as part of its own Program name, and in its use of the SO Logo and any other SO Marks which SOI licenses that Accredited Program to use. Accredited Programs shall also comply with the limitations imposed by these General Rules and the other Uniform Standards when authorizing third parties to use any SO Marks in connection with activities undertaken for the support or benefit of that Accredited Program. Without limiting the intended generality of the preceding sentences, Accredited Programs must comply with the following requirements concerning the name "Special Olympics," the SO Logo, and any other SO Marks which SOI licenses an Accredited Program to use:

5.07 (A)

Use of the SO Logo

Each Accredited Program shall have the right to use the SO Logo only when the SO Logo is used or displayed in conjunction with, or juxtaposed with, the name of the Accredited Program. The SO Logo is "displayed in conjunction with" or is "juxtaposed with" the Accredited Program's name when the SO Logo is used immediately above or next to the Program's name, in the manner depicted in and required by the Graphics Standards Guide. No Accredited Program shall have any right to use or display the SO Logo standing alone, without the required juxtaposition with the name of the Accredited Program, nor may any Accredited Program authorize any Sub-Program or other third party to make any such "stand-alone" use of the SO Logo. Accredited Programs shall use the SO Logo in conjunction with their respective Program names, and use all other SO Marks which SOI licenses Accredited Programs to use from time to time, only in accordance with the Graphics Standards Guide, these General Rules,



and the other Uniform Standards. No logo, trademark, service mark, design, insignia, seal or symbol other than the SO Logo may be used by an Accredited Program without SOI's prior written consent.

5.07 (B)

Acknowledgment of SOI's Trademark Registrations

Accredited Programs must identify the SO Logo and any other SO Mark which has been registered or otherwise recorded by SOI with the appropriate trademark authorities as the registered trademark or service mark of SOI, by always displaying that SO Mark in conjunction with the registered trademark symbol (®) in the manner required by the Graphics Standards Guide, if that SO Mark is a registered trademark of SOI. Alternatively, if the SO Mark in question is a common law or other unregistered trademark or common law service mark of SOI, as indicated by SOI in the Graphics Standards Guide or through other written notice to Accredited Programs, then Accredited Programs shall always display that SO Mark in conjunction with the common law trademark notice (™) or, if applicable, the common law service mark notice (SM), in the manner required by the Graphics Standards Guide or SOI's other written notice to Accredited Programs concerning the authorized use and display of that SO Mark.

5.07 (C)

Approval Requirements

Accredited Programs must approve, in advance and in writing, the form, content and appearance of all designs, uses, displays and reproductions of the Special Olympics name, the SO Logo, or any other SO Mark which is to be used by its Sub-Programs or by any other third party under authorization from the Accredited Program. All such uses or reproductions by Sub-Programs or by third parties shall comply with the Graphics Standards Guide and the other Uniform Standards.

5.07 (D)

Required Use of SO Logo

Each Accredited Program shall use the SO Logo in conjunction with the name of the Accredited Program on all official Accredited Program materials, including, without limitation, on its stationery, business cards, news release letterhead, Games programs, yearbooks, flags and banners, athletes' number tags, athletes' uniforms, posters, brochures, and all informational and promotional material distributed to participants in Special Olympics, to sponsors, or to the general public.



5.07 (E)

Use of Official Credit Line

The official credit line to be used by all Accredited Programs (the "**Official Credit Line**") consists of the phrases:

Created by the Joseph P. Kennedy, Jr. Foundation
Authorized and Accredited by Special Olympics, Inc.
[or in the case of a Founding Committee use "Recognized by Special Olympics, Inc."]
for the Benefit of Persons with Intellectual Disabilities

The Official Credit Line shall be displayed prominently on all stationery, brochures, annual reports, news releases, and other printed materials, on Web sites and in films, slides or video presentations, which are produced or distributed by Accredited Programs. When feasible, the Official Credit Line should also be included in television credits displayed in connection with any programming which is filmed and broadcast by a local station within an Accredited Program's jurisdiction. The specifications for reproducing the Official Credit Line are set forth in the Graphics Standards Guide. Accredited Programs outside the United States may, when using the Official Credit Line, substitute the words "mental handicap" for the phrase "intellectual disability" or "intellectual disabilities" if that substitution is permitted by Section 9.01.

5.07 (F)

Compliance with Other Policies

All uses of SO Marks by an Accredited Program shall comply with all other requirements of these General Rules and the other Uniform Standards, including, but not limited to, the policies set forth in Sections 5.08 and 5.09 concerning, respectively, the display of commercial messages at Games, and the prohibited association of SO Marks or Special Olympics programs with alcoholic beverages or tobacco products.

Section 5.08

Display of Commercial Messages at Games and Prohibition of the Display of National Flags

5.08 (A)

Commercial Messages on Athlete Uniforms and Competition Numbers

In order to avoid commercial exploitation of persons with intellectual disabilities at World, Regional or Multi-Program level Games, no uniforms, and no bibs or other signs bearing competition numbers, which are worn by Special Olympics athletes while competing or during any opening, closing, or award ceremonies of any Games may be emblazoned with commercial names or commercial messages. The only commercial markings which may be displayed on athletes' and coaches uniforms during Games competitions and opening and closing



ceremonies are the normal commercial markings of the manufacturer. For purposes of this Section 5.08(a), "normal commercial markings" are limited to the following:

- (1) On larger clothing items, such as shirts, jackets, pants, jerseys, and sweatshirts, one logo or commercial name per clothing item is permissible, if that name or logo display does not exceed an area of six square inches or 38.7 square centimeters (such as a display measuring 2" x 3" or 5.08 cm x 7.62 cm);
- (2) On small clothing items, such as caps, socks, hats, gloves and belts, one logo or commercial name per clothing item is permissible, if that name or display does not exceed an area of three square inches or 19.35 square centimeters; and
- (3) On athletic shoes, no logos or commercial names are permissible except for names or logos which are included by the manufacturer on athletic shoes which are sold to the general public.

5.08 (B)

Commercial Markings on Other Athlete Apparel or Accessories

Special Olympics athletes who are not engaged in competition or in opening/closing ceremonies may wear, carry or use at Games venues other than the sites of competition (such as at training or practice sessions) clothing and/or non-apparel items which are not part of their sports equipment (such as tote bags), which contain small and attractively designed identifications of corporate or organizational sponsors.

5.08 (C)

Displays of Commercial Messages by Volunteers

Volunteers may wear clothing which bears small and attractively designed names or logos identifying corporate or organizational sponsors while attending Games competitions, so long as those displays do not exceed an area of six square inches or its metric equivalent.

5.08 (D)

Displays of Commercial Messages by Sports Officials

Sports officials may not wear, carry or use clothing or other apparel items which contain the names or logos of corporate or organizational sponsors (except for the normal commercial markings permitted under subsection (a) above) during the opening or closing ceremonies of any Games, at the sites of any Games competition or demonstration, or while officiating at any Games competition or demonstration. At other times, or at Games venues other than the sites of opening and closing ceremonies, competitions or demonstrations (such as at the sites of training and practice sessions), officials may wear, carry or use clothing or other items which contain sponsors' names or logos if those displays comply with those permitted to be displayed by volunteers under Section 5.08(c).



5.08 (E)

Displays of Commercial Messages at Opening Ceremonies

The opening ceremonies of all Games shall celebrate the athletic skill, accomplishments, and courage of Special Olympics athletes in a colorful atmosphere of dignity and joy consistent with the Olympic spirit and the Founding Principles. It is the policy of SOI that no banners or other signage bearing the names of commercial sponsors or their products or otherwise recognizing the support of commercial sponsors or their products may be displayed at the site of the opening ceremonies of any World Games, Regional Games, or Multi-Program Games. Accredited Programs may permit commercial banners and signage at their opening ceremonies if such banners and signage are subordinate to Special Olympics pageantry, do not violate any other provision of this Section 5.08, and are in utmost good taste.

5.08 (F)

Displays of Commercial Messages at Other Games Venues

SOI, a GOC, or an Accredited Program may display, or permit others to display, banners or other signage recognizing the support of commercial sponsors at competition venues, at the venue where closing ceremonies are held, and at venues of Games events other than opening ceremonies, so long as such displays otherwise comply with the General Rules and the other Uniform Standards.

5.08 (G)

Prohibition and Display of National Flags

To comply with Special Olympics Founding Principles that Special Olympics transcend national origin and political philosophy, no national flags shall be displayed and no national anthems shall be sung or otherwise performed by any athletes, coaches, or other members of any Accredited Program's Official Delegation at any World, Regional or Multi-Program level Games event. A GOC may, however, display the flags of those nations competing in World or Regional Games and the flag of the host nation at opening, closing and award ceremonies and Games venues.

5.08 (H)

Prohibition of Face Painting

Special Olympics Athletes, coaches and volunteers shall not paint their faces during competitions, Games, opening and closing ceremonies, at awards venues or victory banquets. This prohibition includes a prohibition against a display of commercial messages and the display of national flags painted on the face.

5.08 (I)

Clowns

SOI, a GOC, or an Accredited Program shall ensure that clowns shall be restricted to Olympic town entertainment events and are prohibited from appearing at or participating in



competitions, Games, opening and closing ceremonies, award venues, sports venues or victory banquets.

5.08 (J)

Mascots

SOI, a GOC, or an Accredited Program shall ensure that Mascots shall observe the dignity of certain events during competitions and Games, including the reciting of the oaths, the raising of the flags, and the lighting of the cauldron at Games Opening and Closing Ceremonies. Mascots shall not participate in award ceremonies other than to congratulate athletes following the presentation of awards.

Section 5.09 Alcohol and Tobacco Policy

5.09 (A)

Use of Alcoholic Beverages and Tobacco Products

No Accredited Program shall knowingly permit the use of any alcohol or tobacco products at any Special Olympics training or competition venue.

5.09 (B)

Prohibitions Concerning Affiliations of the Special Olympics Name or SO Marks with Alcoholic Beverages and Tobacco Products

No Accredited Program shall permit the name "Special Olympics," the SO Logo or any other SO Mark to be publicly or visibly connected or associated with the name or trademark of any of the following companies or products:

(1) any tobacco product, or the manufacturer or distributor of a tobacco product;

or

(2) any alcoholic beverage, or the manufacturer or distributor of an alcoholic beverage.

5.09 (C)

Permitted Activities

The prohibition set forth in Section 5.09(b) shall not prevent an Accredited Program from engaging in or authorizing any of the following:

(1) Accepting a so-called "blind" contribution which is not publicized, promoted or publicly acknowledged by the Accredited Program in any way (except to the extent that the source of the contribution must be reported on tax returns or other filings made with governmental authorities, which are then available for public inspection);



- (2) Allowing the name "Special Olympics," the SO Logo, and/or other SO Marks to be publicly associated with the names of products which are not tobacco products or alcoholic beverages, even if they are manufactured or distributed by companies which also manufacture or distribute tobacco or alcoholic beverages;
- (3) Allowing the name "Special Olympics," the SO Logo, and/or other SO Marks to be publicly associated with the names of manufacturers or distributors of alcoholic beverages or tobacco products, as distinguished from the products or the product names themselves, if those company names do not contain the brand name or generic title of an alcoholic beverage or tobacco product.

5.09 (D)

Obtaining Required Guidance from SOI

Accredited Programs shall contact SOI for guidance and further authorization in any instance where it is uncertain whether an Accredited Program may accept funds or other support from a company associated with tobacco products or alcoholic beverages. SOI's decision on such matters will be final and binding on the Accredited Program.

Section 5.10 Compliance with Laws

Each Accredited Program shall conduct its affairs and operate Special Olympics programs within its jurisdiction in accordance with all laws and regulations which may govern or apply to its activities, including, but not limited to, all laws and regulations concerning: (a) non-profit corporate or other organizational status or governance; (b) obligations concerning income, payroll and other types of taxes, and requirements for obtaining and maintaining exemption from income taxation; (c) revenue and expenditure reporting; (d) fund-raising activities, including laws and regulations which govern charitable solicitation and/or cause-related marketing promotion activities; (e) auditing, preparing and/or filing financial statements and other required financial reporting to government authorities; (f) disclosure of information to members of the public; (g) occupational health and safety requirements; (h) the hiring, firing and selection of employees; (i) prohibitions against discrimination and requirements concerning equal opportunity in the hiring of employees and the conduct of the Accredited Program's affairs; and (j) procedures and policies concerning the use of volunteers.



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 (collectively, the "**Voluntary Standards**"). Accredited Programs must 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.

Section 5.12

Contracts with Third Parties

Accredited Programs shall comply with the requirements in Article 7 concerning the Accredited Program's fund-raising activities and the standards and conditions to be met or included in all agreements with corporate sponsors or other third parties that provide financial support or services for the Accredited Program. No Accredited Program shall enter into a contract with any third party that incorporates a license to the third party to use Special Olympics name or logo and which has a term or duration which extends beyond that Accredited Program's then-current Accreditation Period unless the contract provides that it shall terminate without penalty or other cost to the Program effective upon the third party's receipt of written notice from the Accredited Program or SOI if the Program's accreditation is revoked, denied, or suspended for any reason by SOI.

Section 5.13

Avoiding Conflicts of Interest

In order to preserve the integrity and reputation of the Special Olympics Movement, it is imperative that SOI and all Accredited Programs, including their respective board members, Executive/Program Directors, committee members and employees, shall scrupulously avoid conflicts of interest, whether real or potential, between their own personal and financial interests, or the interests of companies or businesses in which they have an interest, and the interests of the Special Olympics organization in which they are an officer, Executive/Program Director, member of a Board of Directors/Program Committee, or employee. The preceding sentence obligates all Accredited Programs to avoid not only actual conflicts in situations in which there is a true conflict between competing interests, but also to avoid conflicts which



are "potential," in that they may create an appearance of impropriety, and thus risk public embarrassment to Special Olympics or damage to its reputation, even if there is no actual impropriety or conflict. To meet this requirement, all potential conflicts shall be disclosed fully and promptly to the Board of Directors/Program Committee of the affected Accredited Program for resolution by that Program's Board of Directors/Program Committee (or, where applicable, by SOI's Board) at the earliest opportunity. If any Special Olympics official or employee has a doubt about whether a particular situation creates a potential conflict of interest, that doubt shall be resolved, in all instances, in favor of disclosing the potential conflict as required by this Section.

Section 5.14

Financial and Insurance Requirements

All Accredited Programs shall comply with the funding, financial reporting, Accreditation Fee and insurance requirements of Article 8.

Section 5.15

Codes of Conduct

SOI has written and adopted codes of conduct for athletes and coaches and reserves the right to adopt or develop written codes of conduct concerning the actions or activities of specific types of participants in the Special Olympics Movement. SOI will provide all Accredited Programs with prompt written notice of any such codes of conduct, and a reasonable opportunity to implement any provisions which require changes in Accredited Programs' operations, policies or procedures. Following that period for reasonable notice and implementation, the length of which shall be determined by SOI, every Accredited Program shall be obligated to comply with and enforce any such codes of conduct adopted by SOI as a condition of obtaining or maintaining its accreditation.



Article 6

Accreditation of Special Olympics Programs

Section 6.01

Purpose of Accreditation

SOI accredits Special Olympics Programs to ensure worldwide quality, and ultimately the growth, of the Special Olympics movement. Accreditation is a method that assures that every Accredited Program has met the essential core requirements of the Special Olympics mission and also certain minimum management and financial requirements.

Section 6.02

Rights

Only those organizations and entities that have been granted the status of Accredited Programs or recognized as Founding Committees as provided in this Article 6 may: (a) hold themselves out to the public as Special Olympics organizations or programs or Founding Committees; (b) raise, receive or spend funds in the name of Special Olympics; or (c) use, or authorize others to use in conducting their programs or activities, the name "Special Olympics" as part of the Program's name or any other SO Marks that SOI licenses Accredited Programs to use in conducting their programs or activities.

Section 6.03

Authority to Grant Accreditation

Only SOI may grant or withhold accreditation to a Founding Committee or other program. SOI has sole authority to suspend or revoke the accreditation of an Accredited Program. SOI may also suspend or revoke the accreditation of a Sub-Program under Sections 6.15 and 6.21(d). Subject to SOI's right to suspend or revoke a Sub-Program's accreditation as provided in Section 6.22(d), Accredited Programs are responsible for deciding, consistent with the requirements of this Article 6, whether to grant initial or renewal accreditation to their Sub-Programs.



Section 6.04

Documentation of Accreditation

Whenever SOI grants accreditation, SOI shall issue a certificate of accreditation to the Accredited Program. Accreditation by SOI shall be in writing, and shall be made in accordance with the requirements of these General Rules.

Section 6.05

Accreditation Standards

SOI shall establish, and may amend, from time to time Accreditation Standards, which shall be simple in order to make it easy for a Program to demonstrate compliance and objective so as to be easily verifiable by SOI. SOI may, from time to time, amend the Accreditation Standards to reflect the growth and development of the Special Olympics Movement.

Section 6.06

Changes to the Accreditation Standards

SOI may revise the Accreditation Standards from time to time. Such revisions shall not be considered amendments to the General Rules. Except in unusual cases, SOI will provide Accredited Programs with at least six (6) months' advance written notice of any revisions to the Accreditation Standards, in order to give Accredited Programs affected by the changes a reasonable opportunity to take any action necessary to satisfy the revised Accreditation Standards. In exceptional cases, however, when SOI determines that it is in Special Olympics' best interest to rapidly implement the revised Accreditation Standard(s), SOI will notify all Accredited Programs, specifying in that notice the date by which Accredited Programs will be required to satisfy the revised Accreditation Standard(s). The specified date may, if deemed appropriate by SOI, and specified in that notice, apply to all Accredited Programs regardless of the length of their accreditation period.

Section 6.07

Period or Duration of Accreditation

6.07 (A)

Calendar Year Basis

SOI shall normally grant accreditation to an Accredited Program on a calendar year basis. An Accredited Program, subject to Section 6.07(d), may grant accreditation to a Sub-Program only on a calendar year basis. Accreditation may take effect at any time during a calendar year, but will expire at the end of a calendar year.



6.07(B)

Duration of Accreditation

SOI may grant or renew accreditation (subject to SOI's right to suspend or revoke accreditation) for periods ranging from one year, or a portion thereof, to two years. Duration of accreditation (the "**Accreditation Period**") shall be specified by SOI in writing at the time of new or renewed accreditation.

6.07 (C)

Conditional Accreditation

SOI may grant accreditation on a conditional basis ("**Conditional Accreditation**"), which shall include a specific date by which the conditions must be satisfied. If an Accredited Program fails to fulfill a required condition by the specified date that Program's accreditation shall automatically terminate as of that date, with no right of appeal, unless otherwise agreed by SOI.

6.07 (D)

Duration of Accreditation for Sub-Programs

If a Program loses its Accreditation, the accreditation of any Sub-Program accredited by the Program, will revert to the authority of SOI or its designated body. SOI will have the authority to cancel, renew, or extend the accreditation of any Sub-Program until such time as a new Program is accredited and the authority to accredit Sub-Programs is reinstated to the accredited Program.

Section 6.08

Application for Initial or Renewed Accreditation

6.08 (A)

Requirements for Written Application

A Founding Committee or an Accredited Program seeking accreditation shall file a written application using standardized application materials provided by SOI (the "**Accreditation Application**"), which must include a completed Accreditation License. Every Accreditation Application must be signed on behalf of the Founding Committee or the Accredited Program's Board of Directors/Program Committee. Accreditation Applications from Founding Committees shall include the Organizational Documents that the Founding Committee has adopted or proposes to adopt if accreditation is granted by SOI. Accreditation Applications from Accredited Programs shall include written confirmation on behalf of the Board of Directors/Program Committee that no material changes have been made to that Accredited Program's Organizational Documents since they were last reviewed and approved by SOI.



6.08 (B)

Time

Unless otherwise permitted by SOI, each Accredited Program that seeks to renew its accreditation shall submit its completed Accreditation Application to SOI no later than the date established from time to time by SOI during the calendar year in which that Accredited Program's existing accreditation expires, in order to gain accreditation effective January 1 of the following calendar year. Any Accredited Program unable to comply with this deadline must submit a written extension request to SOI at least thirty (30) days prior to the date that Program's accreditation expires. Upon good cause, SOI may then establish an alternative deadline.

6.08 (C)

Failure to Submit Application

If an Accredited Program fails to submit a complete Accreditation Application in accordance with this Section 6.08, such Accredited Program's accreditation shall automatically expire at the end of the later of that Program's current Accreditation Period or any extension granted by SOI in accordance with Section 6.08(b), without the right to appeal, unless otherwise authorized by SOI. An Accredited Program shall not have the right to appeal a notice from SOI stating that the Accredited Program's accreditation has expired.

Section 6.09 Accreditation License

6.09 (A)

Requirement of Completion

Each Accreditation Application, whether for initial or renewed accreditation, shall be accompanied by an Accreditation License by which the applicant certifies the applicant's acceptance of and compliance with the General Rules. Each applicant's Accreditation License shall be signed by the chairperson of its Board of Directors/Program Committee. SOI will not grant or renew accreditation to any applicant that has not properly completed and signed an Accreditation License.

6.09 (B)

Changes to Accreditation License

SOI may revise the Accreditation License at any time and shall provide Accredited Programs with prompt written notice of all such changes. Except for exceptional cases, SOI will not require an Accredited Program which is otherwise in compliance with its Accreditation License to make changes to its structure, operations or programs during its then-current Accreditation Period in order to meet the requirements of a revised Accreditation License. Rather, SOI will normally require Accredited Programs to sign and submit the revised Accreditation License as



part of their next Accreditation Application following SOI's adoption of the revised Accreditation License.

Section 6.10 Review by SOI of Accreditation Applications

6.10 (A)

Review of Applications for Accreditation by a Founding Committee

SOI will promptly review all Accreditation Applications from Founding Committees and either grant or deny such applications by written notice to the applicant. SOI's decisions on all requests for such accreditation shall be final and non-appealable, and will be made prior to or during the next accreditation cycle scheduled by SOI. A Founding Committee that has been denied accreditation may, with SOI's prior written authorization, resubmit a revised Accreditation Application at a later date to provide SOI with new or additional information.

6.10 (B)

Granting Accreditation

SOI may, at its sole discretion, grant conditional accreditation in accordance with Section 6.07(c). SOI shall grant accreditation for a specified period in accordance with Section 6.07(b), or waivers in accordance with Section 6.23.

Section 6.11 Accreditation Boundaries

SOI shall determine the territorial jurisdiction of each Accredited Program. In most cases, the jurisdictional boundaries of an Accredited Program will be geographic and political, and will mirror existing geopolitical boundaries, such as the boundaries defining a nation or province, or a state or city. SOI will identify the jurisdiction of each Accredited Program in writing at the time that SOI grants or renews its accreditation. In appropriate cases, SOI reserves the right to designate more than one Accredited Program within a particular geographic or political territory, such as more than one Accredited Program for a single nation or for a single state. In making such decisions, SOI shall consider the views of any existing Accredited Program operating within those jurisdictions, and shall provide any such existing Accredited Program with a reasonable period of time within which to restructure its operations in order to implement any decision by SOI to add a new Accredited Program to that jurisdiction, to combine one or more Programs, to divide the operation of a single existing Accredited Program into one or more new Accredited Programs or to combine one or more existing Programs.



Section 6.12 Obligations of an Accredited Program

By applying for and accepting accreditation, and by signing the Accreditation License, an Accredited Program and its Board of Directors/Program Committee agree to recognize SOI as the final legal and binding authority on all Special Olympics matters and accept full responsibility for conducting the operations of the Accredited Program in accordance with, its Accreditation License, these General Rules and the other Uniform Standards.

Section 6.13 Rights of an Accredited Program

An Accredited Program has the following rights and privileges during its Accreditation Period, subject to these General Rules:

6.13 (A)

License to Use SO Marks

Each Accredited Program is granted a license to use the name "Special Olympics" in conjunction with the Accredited Program's name and the SO Logo, and other SO Marks as specified from time to time by SOI, in organizing, financing and conducting Special Olympics sports training and competitions within its jurisdiction; and

6.13 (B)

Authority to Operate Special Olympics Programs

SOI authorizes each Accredited Program to hold itself out as the authorized Special Olympics Program within its jurisdiction (subject to any jurisdictional rights that the Accredited Program may have granted to a Sub-Program.) This authority grants each Accredited Program the following rights and authority within its jurisdiction, to be exercised in accordance with the General Rules:

- (1) A license to use the Accredited Program's name and SO Marks, and to authorize others to use or reproduce the Accredited Program's name and SO Marks;
- (2) To organize, conduct and promote Special Olympics sports training and competition;
- (3) To carry out related program activities authorized by SOI, including athlete leadership initiatives and leadership training programs;
- (4) To raise funds for these purposes in the name of the Accredited Program;
- (5) To organize and accredit Sub-Programs located entirely within its jurisdiction;
- (6) To permit licensed local radio and television broadcasters and other third parties to film and otherwise record the Games held by the Accredited Program within its jurisdiction,



and to broadcast such Games Recordings (as defined in Section 4.17(a)) on local radio and television stations within the Accredited Program's jurisdiction;

- (7) To select an Executive/Program Director, to hire employees and to establish a personnel system for Special Olympics programs within its jurisdiction; and
- (8) To receive assistance from SOI in the form of advice and training regarding the development and conduct of Special Olympics programs, access to official SOI publications and materials, opportunities to attend Special Olympics conferences, and eligibility for financial assistance from SOI;

6.13 (C)

Programs rights outside of its jurisdiction

An Accredited Program is granted the following rights and authority outside of its jurisdiction, to be exercised in accordance with the General Rules:

- (1) To receive a quota to send a delegation (official or observer) to World Games and to its Regional Games;
- (2) To comment on and participate in the development of the Uniform Standards through representational participation on Leadership Councils and other Advisory Committees established through these General Rules.

Section 6.14

SOI's Power to Impose Sanctions for Violations of an Accredited Program's Obligations

SOI has the right and the authority to impose sanctions or other corrective measures deemed appropriate by SOI on any Accredited Program, or against any other party to the extent permitted by law, for violations of the General Rules or the other Uniform Standards. SOI's authority to enforce the General Rules and other Uniform Standards includes, without limitation, the authority to suspend, revoke or deny the accreditation of any Accredited Program and to impose any of the other sanctions provided in Article 6 (or elsewhere in these General Rules).



Section 6.15 Grounds for Imposing Sanctions or Revoking/Denying Accreditation

6.15 (A)

Grounds for Sanction

Except as otherwise provided in subsection (b) SOI may impose any or all of the sanctions identified in Section 6.20 if SOI determines that an Accredited Program is not in compliance with the requirements of these General Rules or other Uniform Standards ("**Ground(s) for Sanction**"). Any accreditation that lapses or expires automatically under this Article 6 is not a sanction and shall not be subject to appeal under Section 6.15 through 6.18.

6.15 (B)

Grounds for Revocation or Denial of an Accredited Program's Accreditation

Notwithstanding SOI's general power to sanction an Accredited Program as provided in this Article 6, SOI shall not revoke or decline to renew an Accredited Program's accreditation unless SOI makes one or more of the following determinations (the "**Ground(s) for Revocation**"):

- (1) That the Accredited Program has failed to comply with its material obligations as an Accredited Program, which are set forth in these General Rules, the Accreditation Standards and Accreditation License of the affected Accredited Program, or the other Uniform Standards;
- (2) That circumstances exist wherein (1) the health or safety of individuals involved in a Special Olympics program is jeopardized; (2) there are indications that the Accredited Program has engaged in any illegal activity; or (3) the Accredited Program has acted in a matter that may jeopardize the financial integrity or reputation of the Accredited Program, of the Special Olympics Movement or SOI, and that these circumstances may lead to substantial harm to SOI, to Special Olympics athletes, to the Special Olympics Movement, or to any of SOI's Accredited Programs if not eliminated or rectified as soon as possible; or
- (3) That the Accredited Program does not meet the Accreditation Standards.

Section 6.16 Procedures for Imposing Sanctions

6.16 (A)

Notice of Intent to Impose Sanctions

If SOI determines there are Grounds for Sanction and/or Grounds for Revocation, SOI shall notify the affected Accredited Program ("**Notice of Intent to Impose Sanctions**"). The Notice of Intent to Impose Sanctions shall be addressed and sent to the chairperson of the Board of Directors/Program Committee of the affected Accredited Program and copied to its



Executive/Program Director. The Notice of Intent to Impose Sanctions shall include a notice that the Accredited Program may respond to the charges within 30 calendar days following the Accredited Program's receipt of the Notice of Intent to Impose Sanctions ("**Program Response**") and that failure to respond to the charges may result in the immediate imposition of sanctions.

The Notice of Intent to Impose Sanctions shall summarize the Accredited Program's operating deficiencies, failures of performance, or other violations of the Uniform Standards which constitute the Grounds for Sanction and/or Grounds for Revocation. SOI may also, at its option, inform the Accredited Program of the specific sanction(s) that SOI may impose. The Notice of Intent to Impose Sanctions will specifically state, however, whether SOI has determined that there are Grounds for Revocation and intends to suspend, deny or revoke the Accredited Program's accreditation.

6.16 (B)

Effect of an Accredited Program's Failure to Respond

If an Accredited Program fails to submit a Program Response within thirty days following its receipt of the Notice of Intent to Impose Sanctions, then such Notice shall automatically become a final notice and decision to impose the proposed sanction(s) ("**Final Sanction Notice**") upon expiration of that thirty-day response period. If the Notice of Intent to Impose Sanctions does not specify the sanctions SOI shall have the right, upon the expiration of the thirty-day response period, to issue an unappealable Final Sanction Notice to the affected Accredited Program identifying the sanction(s) which SOI has determined to impose. If the Accredited Program fails to provide a Program Response to a Notice of Intent to Impose Sanctions that cited Grounds for Revocation and specifically notified the affected Accredited Program that SOI was considering a suspension, revocation or denial of the Program's accreditation, then upon the expiration of the thirty-day response period and the lack of a response from the Accredited Program, that Notice of Intent to Impose Sanctions shall automatically become a Final Notice of Revocation, with the consequences provided for in Section 6.17.

6.16 (C)

Required Contents of Program Response

Any Program Response to a Notice of Intent to Impose Sanctions shall be in writing and prepared in English or translated into English before its submission to SOI. The Program Response shall be submitted to SOI within the 30-day response period described in Section 6.16 (a) and shall set forth the specific reasons why the Accredited Program either (1) denies the alleged Grounds for Sanction or Grounds for Revocation, and/or (2) believes that any conceded Grounds for Sanction or Grounds for Revocation have either been corrected or eliminated, can be corrected or eliminated in the near future within a reasonable period of time or should not, for other reasons explained by the Accredited Program, result in the



imposition of sanctions by SOI. If the Accredited Program proposes corrective measures, its Program Response shall include a detailed plan for that correction and an estimate of the amount of time reasonably necessary to accomplish it. A Program Response may also challenge the existence of the alleged Grounds for Sanction, challenge the appropriateness of any proposed sanction(s), or challenge both the violation and the proposed sanction(s).

6.16 (D)

SOI's Review of Program Response

Within 30 days following SOI's receipt of a Program Response, SOI shall review the Program Response and provide a written reply to the Accredited Program. SOI's reply may either: (1) withdraw the Notice of Intent to Impose Sanctions; (2) defer a final decision on the Notice of Intent to Impose Sanctions to permit the Accredited Program to take specific future corrective action, in which case SOI shall specify in writing the nature and completion date of such corrective action; or (3) issue a Final Notice of Sanction under subsection (e) below, or if applicable, a Final Notice of Revocation under Section 6.16 (f) below. SOI shall determine, in its sole discretion, whether to accept any corrective action taken or proposed by an Accredited Program.

6.16 (E)

Final Notice of Sanction

If SOI, after review and consideration of the Program Response (and, where applicable, after evaluation of any corrective measures taken by the Accredited Program with SOI's authorization under Section 6.16(d) above), determines that Grounds for Sanction continue to exist, SOI shall send the Accredited Program a Final Notice of Sanction. The Final Notice of Sanction shall be addressed and sent to the chairperson of the Board of Directors/Program Committee of the affected Accredited Program and copied to its Executive/Program Director. The Final Notice of Sanction shall describe the nature of, and reasons for, the imposed sanction. The Final Notice of Sanction shall take effect 30 days after the date on which it is issued by SOI, unless within that same thirty-day period, the affected Accredited Program submits a written appeal of the Final Notice of Sanction to SOI in accordance with Section 6.16.

6.16 (F)

Final Notice of Revocation

In a case in which SOI has found Grounds for Revocation, if SOI determines, after review and consideration of the Program Response and after consulting with someone designated by the relevant Regional Leadership Council who does not have an interest in the revocation proceedings, (and, where applicable, after evaluating the impact of any corrective measures taken by the Program with SOI's authorization under Section 6.16 (d) above), that Grounds for Revocation continue to exist, SOI shall send the Accredited Program's Executive/Program Director and the chairperson of its Board of Directors/Program Committee a Final Notice of Revocation. The Final Notice of Revocation shall set forth SOI's reasons for revoking or



denying accreditation, and the reasons why any Program Response and, where applicable, any corrective measures taken by the Program following issuance of the Notice of Intent to Revoke, were insufficient in SOI's judgment to warrant maintaining or renewing the Accredited Program's accreditation. SOI's Final Notice of Revocation shall take effect thirty (30) days after the date on which SOI issues the Final Notice of Revocation, unless within that same thirty-day period, the affected Accredited Program submits a written appeal in accordance with Section 6.17.

Section 6.17 Appeal Procedures

An Accredited Program which is the subject of a Final Notice of Sanction or Final Notice of Revocation may pursue an appeal of SOI's decision by following the procedures in this Section 6.17.

6.17 (A)

Submitting an Appeal

Only one (1) appeal may be filed by an Accredited Program in connection with any Sanction or Revocation process ("**Program Appeal**"). The Program Appeal may not be filed until after SOI has issued a Final Notice of Sanction or a Final Notice of Revocation. The Program Appeal shall be submitted in writing (in English) and shall have been approved by a majority of the members of the Accredited Program's Board of Directors/Program Committee, and shall be submitted to SOI's Chief Executive Officer and to SOI's Chairman. A Program Appeal may challenge the existence of the violations or other factors described in the Grounds for Sanction or Grounds for Revocation, the appropriateness of the sanctions identified in SOI's Final Notice of Sanction or Final Notice of Revocation, or both the Grounds for Revocation and the sanction identified in the Final Notice of Sanction or Revocation.

6.17 (B)

Size and Composition of the Appeal Committee

Each Program Appeal shall be considered by a committee of five persons, consisting of SOI's Chairman and four other persons appointed by SOI's Chief Executive Officer (the "**Appeal Committee**"). An Appeal Committee shall include, in addition to SOI's Chairman (or a person designated by the Chairman), a member of SOI's Board, at least one current or past member of the IAC or a Regional Leadership Council, and at least one representative of a constituency within the Special Olympics Movement, such as a Special Olympics athlete, family member, or coach. SOI's Chief Executive Officer shall appoint the members of an Appeal Committee no later than ten (10) days after receipt of a Program Appeal, and shall promptly notify the affected Accredited Program of the identities of the members of the Appeal Committee. SOI shall determine in its sole discretion, through its Chief Executive Officer, whether to appoint a



standing Appeal Committee for purposes of this Section 6.17, or whether to appoint different Appeal Committees to handle particular Program Appeals.

6.17 (C)

Review by Appeal Committee

The Program Appeal shall be decided by a simple majority of the five members of the Appeal Committee. Before making its decision, the Appeal Committee shall give the Board of Directors/Program Committee of the affected Accredited Program a reasonable opportunity to discuss the Program Appeal in person with the Appeal Committee, if the Accredited Program requests such an opportunity in its Program Appeal, but the Accredited Program shall be responsible for any travel or other expenses incurred by its representative(s) in attending such a meeting. The Appeal Committee may, in its discretion, request the Accredited Program to provide supplementary information in support of the Program Appeal, or to respond to specific questions of significance to the Appeal Committee in preparing its decision. The affected Accredited Program shall cooperate with such requests as a condition of pursuing its Program Appeal.

6.17 (D)

Decision of Appeal Committee

The Appeal Committee shall decide the Program Appeal within sixty (60) days after SOI's receipt of the Program Appeal, unless both SOI and the affected Accredited Program agree in writing to give the Appeal Committee additional time within which to issue its decision. The Appeal Committee shall issue its decision in writing and include a brief statement of the reasons for its decision, and shall promptly communicate that decision both to SOI's Chief Executive Officer and to the Board of Directors/Program Committee of the affected Accredited Program. The decision of the Appeal Committee shall serve as the Appeal Committee's formal recommendation to SOI concerning the appropriate disposition of the Program Appeal and the ultimate action to be taken by SOI. If the Appeal Committee denies the Program Appeal, then SOI's Final Notice of Sanction or Final Notice of Revocation, whichever is applicable, shall take effect ten (10) calendar days after the date of the Appeal Committee's decision. If, however, the Appeal Committee concurs with the Program Appeal, and thus recommends that SOI either withdraw its Final Notice of Sanction or Final Notice of Revocation or otherwise refrain from imposing the proposed sanctions on the affected Accredited Program, SOI's Chief Executive Officer shall decide in writing, within five (5) days after receipt of the decision of the Appeal Committee, whether to accept or reject the Appeal Committee's recommendation. If SOI accepts the Appeal Committee's recommendation, the Final Notice of Sanction or Revocation shall be deemed withdrawn immediately, and the Accredited Program shall be so informed in writing. If, alternatively, SOI rejects the Appeal Committee's recommendation, then SOI shall immediately give written notice of that decision to the affected Accredited Program, in which case the Final Notice of Sanction or Revocation



(whichever applies) shall then take effect ten (10) calendar days after the date of SOI's written decision to reject the Appeal Committee's recommendation.

Section 6.18 Emergency Suspension of Accreditation

Notwithstanding any other provision of this Article 6, SOI may issue a written emergency temporary suspension of accreditation if SOI determines that such action is reasonably necessary in order to prevent immediate and substantial harm to SOI, any of its Accredited Programs, or to the conduct of Special Olympics programs within the affected Accredited Program's jurisdiction ("**Emergency Suspension Notice**"). The decision whether to suspend accreditation on an emergency basis shall be made by SOI's Chief Executive Officer or Chairman and shall be effective upon receipt by the Executive/Program Director and the chairperson of the Board of Directors/Program Committee of the affected Accredited Program. The Emergency Suspension Notice shall specify the specific reasons for the emergency suspension. Upon an affected Program's receipt of an Emergency Suspension Notice, the Accredited Program shall immediately comply with Section 6.19. Emergency Suspension Notices shall remain in effect until withdrawn by SOI or until a Final Notice of Revocation is issued by SOI as provided in Section 6.16. Affected Accredited Programs may appeal an Emergency Suspension Notice through the process outlined in Section 6.16 only after the affected Accredited Program receives a Final Notice of Revocation. An affected Accredited Program shall not regain valid accreditation unless and until SOI withdraws the emergency suspension by written notice to the affected Accredited Program.

Section 6.19 Effect of Termination or Expiration of Accreditation

If an Accredited Program's accreditation is revoked, denied or suspended on an emergency basis, or if an Accredited Program ceases, for any reason, to be accredited in accordance with these General Rules (individually and collectively, a "**Termination of Accreditation**"), then SOI and the affected Program shall observe the following:

6.19 (A)

Termination of License to Use SO Marks

Upon the effective date of Termination of Accreditation the Accredited Program's Accreditation License, including its rights and authority to use the name "Special Olympics," the SO Logo, any SO Marks, and all other copyrighted materials or other intellectual property owned by SOI, shall immediately terminate, without any further notice or action by SOI. The termination of the rights and authority granted pursuant to the Accreditation License, shall not release the Program from fulfilling any lawful and outstanding contractual obligations to third



parties which were entered into by the Accredited Program in accordance with the General Rules.

6.19 (B)

Termination of Authority to Conduct Special Olympics Programs and Activities

Upon the effective date of any Termination of Accreditation, the affected Accredited Program shall immediately cease all program and fund-raising activities in the name of or for the benefit of Special Olympics, and shall conduct only those limited activities and operations which SOI determines to be necessary and appropriate, with the supervision and approval of SOI.

6.19 (C)

Cooperation with SOI

Upon any Termination of Accreditation, the affected Accredited Program shall promptly take whatever steps may be reasonably required by SOI to facilitate SOI's accreditation of a new Accredited Program in its jurisdiction. Such steps shall include measures reasonably designed to ensure that all funds, in-kind donations, personal property, intellectual and other intangible property, and all other assets of any type which were acquired by the affected Accredited Program through its affiliation with Special Olympics, are made available, within that jurisdiction in accordance with SOI's directives for the organization and conduct of Special Olympics.

6.19 (D)

SOI's Enforcement Options

SOI shall have the right, either before or after a Termination of Accreditation, to obtain specific performance, by court order if necessary, of an Accredited Program's obligations under these General Rules and other Uniform Standards, or to seek comparable equitable or legal relief which may be available to SOI under applicable law.

In addition, SOI shall have the right to enforce restrictions on the use of the name "Special Olympics," any other SO Mark, or any copyrights or other intellectual property owned by SOI, by pursuing whatever remedies may be available to SOI under applicable law.

SOI's decision not to suspend, revoke or deny accreditation of an Accredited Program or to impose other sanctions shall not preclude SOI from suspending, revoking or denying accreditation or imposing such sanctions at a later date. Further, SOI's decision under circumstances that would justify such action to not impose any specific sanctions shall not constitute a waiver by SOI of any right SOI may have to pursue, or prevent SOI from pursuing, at any time, other legal or equitable remedies available to SOI under applicable law.



Section 6.20 Sanctions Available to SOI

6.20 (A)

SOI's Power to Devise and Impose Sanctions

SOI shall have broad discretion, limited only by these General Rules and applicable law, to determine the nature and duration of sanctions SOI may elect to impose on an Accredited Program pursuant to this Article 6 if SOI determines that Grounds for Sanction exist.

SOI shall be entitled to consider, in addition to any other factors which it deems relevant, the following: (1) the severity and duration of the Program's acts or omissions; (2) the degree of cooperation (or lack of cooperation) provided by the Accredited Program; (3) the extent to which the Grounds for Sanction have created risks for the health or well-being of athletes or jeopardized the legitimate interests of other Accredited Programs; (4) the extent to which the Grounds for Sanction are in part the product of circumstances which are or may be beyond the reasonable control of the Accredited Program; (5) the progress, if any, being made by the Accredited Program in its good-faith efforts to remedy the cited violations, and the likely effect of the proposed sanction on the continued operations of the Accredited Program; (6) the need for a strong response to deter the Accredited Program from future violations; and (7) the need for a strong response in order to deter other Accredited Programs from similar future violations.

6.20 (B)

Types of Sanctions Available to SOI

SOI may in its sole discretion impose, but is not limited to, any or all of the following sanctions for an Accredited Program as to which SOI determines that Grounds for Sanctions exist:

- (1) Place an Accredited Program on probation for a specified period of time and require the Accredited Program to correct during that probationary period the violations cited in SOI's Notice of Intent to Impose Sanctions or be subject to further sanction(s);
- (2) Suspend the Accredited Program's eligibility to receive grants from SOI for defined periods of time, or until the Grounds for Sanction are corrected or eliminated;
- (3) Reduce or eliminate any funds the Accredited Program would receive from SOI, until such time as the affected Accredited Program corrects or eliminates the Grounds for Sanction;
- (4) Conduct, at the expense of the affected Accredited Program, a comprehensive independent financial audit of the Accredited Program's operations;
- (5) Assemble and deploy an "**Emergency Review Panel,**" comprising representatives of various constituencies served by the affected Accredited Program (such as athletes, family members, sponsors, and coaches) to conduct a comprehensive on-site evaluation of the



Accredited Program's operations, and to report regularly to SOI concerning those operations until the Grounds for Sanction are corrected or eliminated;

- (6) Require the Board of Directors/Program Committee of the affected Accredited Program to discharge specific personnel determined to be responsible for the Grounds for Sanction, and to replace such persons promptly with qualified individuals experienced with or well qualified to comply with the requirements of the Uniform Standards;
- (7) Require the Executive/Program Director of the affected Accredited Program and/or other staff of the Accredited Program to attend specific training programs conducted by other Accredited Programs which SOI determines to be relevant and useful for avoiding future violations by the affected Accredited Program; and/or
- (8) Deny or revoke the accreditation of the affected Accredited Program in accordance with this Article 6.

The above listing is **not** in a particular order of severity or priority.

Section 6.21 Accreditation of Sub-Programs

6.21 (A)

Responsibilities of Accredited Programs

Accredited Programs must maintain proper and ongoing supervision and control over the operations of Sub-Programs. All accredited Sub-Programs shall be structured, managed and operated in accordance with these General Rules and the other Uniform Standards. An Accredited Program's failure to ensure its respective Sub-Program(s) compliance with the General Rules and the other Uniform Standards may constitute Grounds for Sanction or Revocation, Denial or Termination of Accreditation of the Accredited Program by SOI.

6.21(B)

Accreditation Standards and Procedures

Unless otherwise approved by SOI in writing in a specific instance, all Sub-Programs shall be accredited and re-accredited in accordance with the same standards and procedures provided for Accredited Programs. As provided in Section 6.07, however, a Sub-Program's accreditation period cannot extend beyond the expiration of the Accredited Program's accreditation. Accredited Programs that have or plan to have Sub-Programs shall develop standardized accreditation applications and accreditation licenses for the use of their Sub-Programs which conform substantially to SOI's standard Accreditation Application and Accreditation License.



6.21 (C)

Review of Sub-Program Accreditation

Each Accredited Program which has accredited one or more Sub-Programs in its jurisdiction shall establish an effective system for conducting annual reviews of all aspects of the Sub-Program's operations, including its organization and governance, training programs, Games and Tournaments, progress in increasing the number of participating athletes, efforts in involving families and volunteers, fund-raising activities, fiscal soundness and accountability, public relations and public education efforts, adherence to the Uniform Standards, and other criteria not inconsistent with the Uniform Standards which the accrediting Accredited Program considers essential for the proper operation of its Sub-Program(s).

6.21 (D)

Revocation, Denial or Suspension of Revocation

Accredited Programs are responsible in the first instance for taking steps to revoke, deny or suspend the accreditation of any of its Sub-Programs whenever there are Grounds for Revocation as provided in Section 6.15. Every Accredited Program shall exercise this oversight and control in a diligent and effective manner, as a condition of maintaining its own accreditation. If, however, SOI determines that there are Grounds for Revocation with respect to a particular Sub-Program, SOI shall have the right, to suspend or revoke the accreditation of that Sub-Program in accordance with these General Rules, whether or not its accrediting Accredited Program has or is willing to take such action. In any case, all actions and procedures for suspending, revoking or denying the accreditation of a Sub-Program, whether taken by SOI or by the Accredited Program which originally accredited the Sub-Program, shall conform to the requirements of this Article 6.

Section 6.22

Waivers of Non-Compliance with General Rules

SOI may, upon receipt of a written request from an Accredited Program, grant that Accredited Program a written waiver for its non-compliance with one or more specific provisions of these General Rules or with one or more specific Accreditation Standards (a "**Compliance Waiver**") if SOI determines, in its sole discretion, that a Compliance Waiver is appropriate because: (a) the Accredited Program cannot comply with the cited General Rules provision or particular Accreditation Standard without violating specific national laws which apply to that Accredited Program's operations; (b) compliance with the cited General Rules provision or particular Accreditation Standard would cause significant hardship for the Accredited Program; and/or (c) the Accredited Program, although unable to comply for justifiable reasons with the literal requirements of the cited General Rules provision or Accreditation Standard, is nevertheless in compliance with the intent of the relevant provision, or is able and willing to achieve that compliance in an alternative manner acceptable to SOI. Any Compliance Waiver issued by SOI



shall be in writing and valid only for a stated period of time to be determined by SOI. The process described in this Section 6.22 for obtaining Compliance Waivers is not intended as a means for avoiding the imposition of sanctions under this Article 6, or as a means for seeking exceptions from provisions of the General Rules or other Uniform Standards with which an Accredited Program may disagree. Rather, the Compliance Waiver process shall be used by SOI solely as a vehicle for granting narrow exceptions to Accredited Programs in rare and isolated cases when the strict application or enforcement of these General Rules or the Accreditation Standard would unduly burden an Accredited Program or produce other results unintended by SOI, or require an Accredited Program to choose between complying with the Uniform Standards or complying with applicable national or local law.



Article 7

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

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)

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)

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.)



7.02 (J)

Other SOI Fund-Raising

In addition to SOI's exclusive authority under this Section 7.02, SOI also has the authority to conduct or authorize all other fund-raising activities not specifically enumerated in this Section 7.02, including but not limited to cause-related marketing promotion projects, Corporate Sponsorship arrangements, special events, and workplace and payroll-deduction giving, except that SOI's authority in these areas is non-exclusive to the extent that Accredited Programs have the express authority under Section 7.03 to conduct certain types of fund-raising within their respective geographic jurisdictions.

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 Argentina"), 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 (A)

Corporate Sponsorships

Arrange for Corporate Sponsorships with corporations or other organizations which have offices or operations in that Accredited Program's jurisdiction.

7.03 (B)

Cause-Related Marketing Promotion

Authorize promotions through which contributions are made to the Accredited Program in connection with the marketing and sale of products or services to the general public in that Accredited Program's jurisdiction.

7.03 (C)

Special Events

Authorize the conduct of fund-raising events in that Accredited Program's jurisdiction in accordance with these General Rules and the other Uniform Standards, for the purpose of raising contributions to the Accredited Program from the public, such as through the sale of tickets for admission to the event, the sale of food or refreshments during the event, or any other methods permitted by applicable law and the Uniform Standards.



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 a Program has a written contract with SOI through which that Program has agreed to participate exclusively in a national, regional or international direct mail program conducted by SOI).

7.03 (E)

Support from Foundations

Approach and seek grants or other forms of funding from foundations headquartered in the Accredited Program's jurisdiction.

7.03 (F)

Workplace and Payroll Deduction Giving

Participate in any workplace giving or payroll deduction programs operated by private or public employers within the jurisdiction of the Accredited Program, if the Accredited Program is eligible to participate based on the geographic and other eligibility requirements established by the employer-operators of the particular program.

7.03 (G)

Special Fund-Raising Accounts

Establish one or more restricted bank accounts for depositing contributions which were dedicated by the donor to creating and preserving long-term financial stability for the Accredited Program, so long as all funds in such accounts are recorded and handled by the Accredited Program as Program assets, and are spent in accordance with the expressed wishes of the donor, the requirements of applicable law, and these General Rules.

7.03 (H)

Licensing Use of the Accredited Program's Name

Raise funds by licensing appropriate third parties, consistent with the requirements of these General Rules and other Uniform Standards, to use the name of the Accredited Program in marketing a third party's products or services, or in acknowledging a third party's support for the Accredited Program.

7.03 (I)

Proposals for SOI's Approval

Propose, for SOI's review and prior written approval, specific Regional or other multi-jurisdictional fund-raising projects involving more than one Accredited Program. Any such proposals shall be in writing, and shall be submitted to SOI at least three (3) months before the proposed starting date for the project.



7.03 (J)

Sub-Program Fund-Raising

Permit its respective accredited Sub-Programs to conduct fund-raising activities within that Sub-Program's jurisdiction on the same basis as the accrediting Accredited Program may conduct such activities on a Program-wide basis under this Article 7, subject to the accrediting Program's obligation to exercise proper supervision and control over such Sub-Program activities, as required by Sections 6.21 and 7.04(i).

7.03 (K)

Government Funding

Seek funding from governmental authorities within its jurisdiction, so long as acceptance of public funds does not jeopardize the Accredited Program's ability to meet its obligations under these General Rules or other Uniform Standards.

7.03 (L)

Support from Amateur or Professional Sports Teams

Solicit and accept financial or in-kind support from, or enter into sponsorships or other supportive affiliations with, any amateur or professional sports team located in that Accredited Program's jurisdiction or any amateur or sports league or association that is based entirely in and conducts all of its events in the Accredited Program's jurisdiction. (For example, Special Olympics Canada may accept such support from the Toronto Blue Jays professional baseball franchise, but not from Major League Baseball.)

Section 7.04

Fund-Raising Responsibilities of Accredited Programs

7.04 (A)

Compliance with Laws and Voluntary Standards

Every Accredited Program and GOC shall comply with all laws and regulations which govern its fund-raising activities, including laws regulating charitable solicitation and cause-related marketing promotion arrangements with commercial co-venturers and all requirements concerning the filing or registration of contracts with appropriate governmental authorities. Every Accredited Program shall also ensure that its fund-raising activities comply with the Voluntary Standards defined in Section 5.11, where such Voluntary Standards govern non-profit organizations in that Program's jurisdiction.

7.04 (B)

Compliance with SOI's Contract Policies

All fund-raising agreements between Accredited Programs or GOC's and any third parties shall be in writing, and must comply with the contracting standards set forth in Section 7.07.



7.04 (C)

Cooperation with SOI's Fund-Raising Activities

Each Accredited Program and GOC shall use its best efforts to cooperate with SOI in connection with all fund-raising events and activities which SOI conducts pursuant to SOI's authority in Section 7.02, even if those activities occur, either entirely or in part, within an Accredited Program's geographic territory. For example, Accredited Programs shall cooperate with, and use their best efforts to assist SOI in, cause-related marketing promotions or special events authorized by SOI which are being conducted in their jurisdictions. SOI will keep all Accredited Programs apprised of all SOI-authorized fund-raising activities being conducted in their respective jurisdictions in order to facilitate compliance by Accredited Programs with the requirements of this Section 7.04(c).

7.04 (D)

Licensing Use of SO Marks

An Accredited Program may grant licenses or authority within its jurisdiction to its corporate sponsors, or to other third parties involved in fund-raising projects for the benefit of that Accredited Program, to use the Accredited Program's full program name, including geographic designation, such as "Special Olympics South Africa," or "Special Olympics Maine," either standing alone or contiguous with the SO Logo in the manner required by the Graphics Standards Guide. All such licenses shall comply with all requirements of these General Rules and the other Uniform Standards. No Accredited Program may grant any license or authority to any third party to use the name "Special Olympics," SOI's name, the SO Logo when not used with the name of the Accredited Program, or any other SO Mark.

7.04 (E)

Compliance with Uniform Standards

All fund-raising activities engaged in or authorized by an Accredited Program or GOC shall comply with all other requirements of these General Rules and the other Uniform Standards, including, without limitation, the policies set forth in Sections 5.08 and 5.09 concerning, respectively, the display of commercial messages on athletes' uniforms and competition numbers during competition, and prohibited associations with alcoholic beverages and tobacco products. No Accredited Program shall engage in or permit any fund-raising activities in its jurisdiction, even if that activity would otherwise be within the scope of the Accredited 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.

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.



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

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 – Special Olympics North America 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:



(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.

(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.



(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.

(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.

(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.

(1) **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:

(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;

(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.

(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:

(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

(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

(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.