GIFT ACCEPTANCE POLICY

UNITED STATES OLYMPIC AND PARALYMPIC FOUNDATION

The United States Olympic and Paralympic Foundation (“USOPF”) is a not for profit organization under the laws of the State of Colorado organized to encourage, solicit and accept gifts.

The USOPF’s mission is to generate philanthropic support for the United States Olympic Committee (“USOC”). The USOC’s mission is to support U.S. Olympic and Paralympic athletes in achieving sustained competitive excellence while demonstrating the values of the Olympic Movement, thereby inspiring all Americans.

The USOPF is recognized by the Internal Revenue Service as exempt from federal income tax pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, and as a public charity within the meaning of Section 509(a)(3) of the Internal Revenue Code. Donations to the USOPF, less the value of any goods or services received, are tax deductible to the fullest extent of the law.

This Gift Acceptance Policy is approved and adopted by the Board of Directors of the USOPF, as authorized under the Articles of Incorporation. Pursuant to the USOPF’s Bylaws, at all times, gifts accepted under this policy may be subject to the written approval of the USOC.

1.0 STATEMENT OF PURPOSE

This policy is intended to assist development professionals working with prospective donors in making gifts to the USOPF in support of the USOC. While the policies and procedures set forth are meant to be comprehensive, they will not be exhaustive of every type of gift asset, structure or administrative circumstance. By setting forth management policies relating to the types of acceptable gifted assets, gift forms and gift administration, this document will guide USOPF staff and volunteers in cultivating and accepting gifts.

In no event shall the acceptance of a gift by the USOPF grant any right or license to a Donor to use Olympic or Paralympic terminology, emblems, trademarks, service marks or other intellectual property, nor do Donors receive any commercial or other rights of association with the USOPF, USOC, IOC, International Paralympic Committee (IPC), National Governing Bodies (NGBs), the Olympic Games, Paralympic Games, Pan American Games, Para Pan American Games or Youth Olympic Games.

2.0 RESPONSIBILITY TO DONORS

The USOPF believes in the ten (10) part Donor Bill of Rights and as such has made a commitment to a Donor-centric philanthropic approach. As such, the USOPF endeavors to meet the following objectives with respect to Donors:

2.1 To be informed of the USOPF and USOC missions, of the intended use of a proffered gift, and the capacity of the USOPF and USOC to use the funds as the Donor intends.

2.2 To be informed of the identity of the USOPF Board of Directors and to expect the Board to exercise prudent judgment in its stewardship responsibilities.

2.3 To see a copy of the USOPF’s most recent audited financial statements.

2.4 To be assured that if a gift is offered and accepted by the USOPF, with the approval of the USOC, that the USOPF and USOC will use the funds for the purposes for which the gift was given.
2.5 To receive appropriate acknowledgment and recognition of the gift made.

2.6 To be assured that information about their donation will be handled with respect and with confidentiality.

2.7 To expect that all relationships with the individuals representing the USOPF will be handled in a professional manner.

2.8 To be informed of whether those seeking donations are volunteers, employees of the USOC representing the USOPF, or hired solicitors.

2.9 To have the opportunity to delete his or her name from mailing lists of the USOPF and USOC.

2.10 To have the opportunity to ask questions during any phase of the relationship and to receive prompt, truthful and forthright answers from the USOPF.

3.0 GENERAL POLICIES

3.1 Acceptance Authority: The USOPF Board of Directors is the governing body of the legal entity to which all gifts to the USOPF are made and has the responsibility of ensuring that gifts are properly accepted (or refused), processed, acknowledged, and with coordination with the USOC and its Board of Directors used according to the terms upon which they were accepted, in accordance with applicable local, state and federal laws.

The CEO of the USOC has the ultimate administrative responsibility for determining the use of both unrestricted and restricted gifts, and in coordination with the President of the USOPF, has the responsibility for setting priorities for gift fundraising, and reviewing and setting policies concerning gifts, in consultation with the Board of Directors.

The Board of Directors, with the approval of the USOC, authorizes officers of the USOPF to represent the Board’s interests and obligations in accepting or refusing gifts. Accepted gifts may include donations of unrestricted cash and publicly traded stock so long as gifts are within the mission of the USOPF in support of the mission of the USOC. The USOC and USOPF may agree to certain restricted or incremental fundraising priorities, which may be accepted by the USOPF. Other types of gifts may be accepted after consultation of the Gift Acceptance Committee (“GAC”). While third party professionals may be consulted in making acceptance decisions and subject to professional written contracts for services, the USOPF will not pay a “finder fee” for any gift directed to it.

In the event that the GAC is unable to agree on whether to accept a gift, the GAC may consult the USOPF Executive Committee, Finance Committee or full Board of Directors, as appropriate, to make a final determination regarding acceptance of a proffered gift.

3.2 Acceptance Requirements: In determining the appropriateness of proposing a gift to a Donor and accepting a gift, Development professionals shall consult management policies and policies governing instruments.

As part of the acceptance procedure, the Development professional or other appropriate staff will obtain from the Donor, a clear and documented understanding as to the donor’s intended charitable purpose of the gift which must promote the objectives of the USOC.

Prior to accepting any non-cash gifts or gifts of non-negotiable securities, the Development professional shall have the approval of his or her supervisor and the GAC, who shall determine all potential liabilities and costs associated with the gift. In the event that the USOPF or USOC will retain the gift in its proffered form, all costs, liabilities or other issues related to its retention and future operation and financial responsibility shall be clearly documented.
Gifts accepted by the USOPF shall be promptly receipted and substantiated, including the value of any benefits to be received by the Donor which might diminish the value of the gift, if any, in accordance with IRS regulations and pursuant to the policies of the USOPF and USOC. The USOPF may seek and solicit an independent appraisal of a proffered gift for accounting and reporting purposes.

3.3 **Declining Gifts**: No gift shall be accepted if doing so is in contravention of applicable federal or state law, USOPF policy or not in the best interest of the USOC. If a gift is declined, that decision shall be communicated to the Donor and, where appropriate to his or her professional advisors, in a timely manner. The offer and non-acceptance of the gift will be made a part of the Donor’s record. The USOPF reserves the right to decline any gift in its discretion.

3.4 **Documenting Gifts**: In all events of a major gift to the USOPF, defined as at least one hundred thousand dollars ($100,000.00), the gift shall be documented to the Donor’s record and in the following manner:

3.4.1 **Pledge/Gift Agreement**: In the event that a Donor pledges support to the USOPF to a fundraising initiative that has been specifically excluded from the USOC contract policy, a completed dated and signed pledge form shall document the gift.

In the event that a donor’s gift shall be outside of the specifically approved pledge forms or shall contain different terms, including a period longer than four (4) years, the pledge shall be prepared, reviewed and accepted pursuant to the USOC contract routing and approval policy. Each completed pledge form shall cover a single gift commitment.

3.4.2 **Gift Agreement**: In the event that a donor’s gift commitment shall establish a new funding initiative or project of the USOPF or shall establish a new endowment, the Donor’s commitment shall be documented through a gift agreement which shall include all of the delineated information required of a pledge, but in addition shall include the respective obligations of the Donor and the USOPF including the terms of the gift, the restrictions on the use of the gift, and benefits to be received by the Donor. Gift Agreements shall, in all instances, be subject to the USOC contract routing and acceptance procedures.

The Development professional or other USOPF or USOC personnel who solicited the gift shall request a Gift Agreement from the Senior Associate General Counsel, Development, who shall prepare a draft and submit for approval to the Development professional’s supervisor, Director of Business Affairs, and Associate Director Development Accounting or associated personnel as directed or necessary for initial review. Upon approval the gift agreement shall be submitted through the USOC contract routing procedures for approval.

In most instances, a draft of the Gift Agreement shall be prepared and presented to the Donor prior to acceptance of the gift.

3.4.3 **Deferred Gift Agreement**: In the event that the Donor is making a deferred gift commitment through a specific bequest, residual bequest, beneficiary designation or other estate or trust gift that will be received upon the passing of the Donor or upon some other future event, the gift shall be documented through a Letter of Intent (if under $100,000) or a Deferred Gift Agreement (if over $100,000), which shall be signed by the Donor.

3.4.4 **Amended Gift Agreements**: In the event that during the relationship with a Donor, the terms of an existing gift or pledge needs to be revised, the Development professional shall seek to amend the existing Agreement in the same manner and through the same process as is used to request a Gift Agreement or a non-approved pledge agreement. Any such Amended agreements shall make specific reference to the prior Agreement and shall be clearly indicated as “Amended.”
4.0 GIFT ACCEPTANCE COMMITTEE ("GAC")

The purpose of the GAC is to review and consider proffered gifts that fall outside of Section 3.1 of this USOPF Gift Acceptance Policy. The GAC shall consider the terms under which a gift is offered, the cost or liability associated with the gift and the mission of the USOPF, the funding needs and priorities of the USOC, in determining whether a proposed gift or gift structure is appropriate for acceptance. The committee shall consist of the CEO of the USOC, the President of the USOPF, the Treasurer of the USOPF, the Vice-President Principal and Major Gifts, the USOC Controller, the Chief of the USOC department for which the proffered gift shall support, and the Senior Associate General Counsel, Development, in addition to such other persons as are necessary to make an appropriate decision.

Meetings of the GAC may be held via email communication, teleconferencing, in person or by such other method as is appropriate.

5.0 GIFT RESTRICTIONS

5.1 Unrestricted Gifts: To provide the USOPF with maximum flexibility in the pursuit of its mission, donors shall always be encouraged to consider unrestricted gifts or gifts restricted to budgeted priorities of the USOPF and USOC.

5.2 Budgeted Programs or Facilities: The USOPF may accept gifts restricted to specific USOC budgeted programs and purposes.

5.3 Other Restrictions on Gifts: Subject to these policies and the USOC policy on acceptance of restricted gifts, the USOPF may accept gifts restricted to non-budgeted programs and purposes only upon the prior, written approval of the USOC and the appropriate program manager or GAC, as appropriate. The USOPF reserves the right to decline gifts which are too restrictive in purpose, too difficult to administer, discriminatory in purpose or for other purposes outside of its and/or the USOC’s mission.

5.4 Unrestricted Future Gifts: Donors who make large future gifts generally intend for these gifts to benefit the long-term future of the USOPF and the USOC. The USOPF Board directs that unrestricted future gifts received in an amount greater than $100,000 shall be added to a Board directed endowment of the USOPF. Future gifts of equal or less than $100,000 shall be added to the general unrestricted Fund of the USOPF and all future gifts which contain a donor-directed restriction shall have the restriction honored pursuant to the gift acceptance procedures within this policy.

6.0 GIFTS ACCEPTED AND ACCEPTANCE CRITERIA

Subject to the standards set forth below, the following types of gifts may be accepted by the USOPF:

6.1 Cash: Cash or its equivalent (check, money order, credit/debit card transfer, etc.) is acceptable in any form.

6.2 Securities

6.2.1 Publicly Traded Stocks and Securities; Mutual Fund Shares: Marketable securities traded on the New York Stock Exchange, American Stock Exchange, the NASDAQ, or over the counter can be accepted by the USOPF. In most instances, it is the policy of the USOPF to liquidate any shares upon receipt. In no event may an employee of the USOPF or USOC, director, volunteer or other representatives of the USOPF commit to the long-term or perpetual retention of gifted securities, without the approval of the GAC and the written consent of the USOC.

Gifts of mutual funds may be made to the USOPF. Mutual fund shares will be redeemed by the USOPF as soon as practicable. In no event may an employee of the USOPF or USOC, director,
volunteer or other representatives of the USOPF commit to the long-term or perpetual retention of gifted mutual funds, without the approval of the GAC and the written consent of the USOC.

If required, for any purpose, the Donor will provide the USOPF with a qualified appraisal, as defined by the IRS tax code and Treasury regulations, at Donor’s expense. The USOPF reserves the right to seek an independent appraisal by a party not affiliated with the Donor.

The USOPF will not accept stock or securities that are subject to a contract for sale entered into prior to the gift being completed and accepted or a gift that obliges the USOPF to sell securities to a designated party.

6.2.2 Closely Held Securities: Closely held securities include, but are not limited to debt/equity positions in non-publicly traded companies and ownership interest in limited liability partnerships (LLPs), limited liability corporations (LLCs), partnerships, trusts or other private and/or non-publicly traded businesses. Closely held securities may be accepted by the USOPF, but only following a thorough examination and in consultation with the GAC. Issues generally associated with a gift of closely held securities include, but are not limited to: restrictions affecting liquidity, marketability considerations and tax impact in connection to accepting the shares, holding the shares or upon sale.

Closely held securities accepted as a gift by the USOPF will be redeemed by the USOPF at its earliest opportunity. In no event may an employee of the USOPF or USOC, director, volunteer or other representatives of the USOPF commit to the long-term or perpetual retention of gifted closely held securities, without the approval of the GAC and the written consent of the USOC.

If required, for any purpose, the Donor will provide the USOPF with a qualified appraisal, as defined by the regulations to the IRS tax code and Treasury regulations, at Donor’s expense. The USOPF reserves the right to seek an independent appraisal by a party not affiliated with the Donor.

The USOPF will not accept closely held securities that are subject to a contract for sale entered into prior to the gift being completed and accepted or a gift that obliges the USOPF to sell securities to a designated party.

6.2.3 Restricted Stock: Restricted stock is defined as being acquired by the donor through an employee stock option plan or other private means and which may not be transferred or transferred subject to restrictions. Restricted stock is subject to the regulations of the Securities and Exchange Commission (“SEC“). Restricted stock may be accepted by the USOPF, but only following a thorough examination and in consultation with the GAC. Issues generally associated with a gift of restricted stock include, but are not limited to: restrictions affecting liquidity, marketability considerations and tax impact in connection to accepting the shares, holding the shares or upon sale.

Restricted stock accepted as a gift by the USOPF will be redeemed by the USOPF at its earliest opportunity. In no event may an employee of the USOPF or USOC, director, volunteer or other representatives of the USOPF commit to the long-term or perpetual retention of gifted restricted stock, without the approval of the GAC and the written consent of the USOC.

If required, for any purpose, the Donor will provide the USOPF with a qualified appraisal, as defined by the regulations to the IRS tax code and Treasury regulations, at Donor’s expense. The USOPF reserves the right to seek an independent appraisal by a party not affiliated with the Donor.

The USOPF will not accept restricted stock shares that are subject to a contract for sale entered into prior to the gift being completed and accepted or a gift that obliges the USOPF to sell securities to a designated party.
6.3 **Savings Bonds**: Under current IRS regulations, savings bonds cannot be transferred to a third party during the life of the savings bond owner/Donor. In the event that a donor seeks or desires to make a gift of savings bonds, he or she should be encouraged to make a specific bequest of the bonds. The Development professional securing the gift shall also verify that the proffered savings bonds do not have a co-owner that would impede the timely distribution to the USOPF upon the Donor’s death.

6.4 **Real Estate**: Gifts of real estate may be accepted by the USOPF pursuant to the Gift of Real Estate Policy.

6.5 **Gifts in Kind**: Gifts in kind are defined as a non-cash or non-cash equivalent gift. This may include gifts of equipment, art, books, jewelry, livestock, software or other intellectual property. Gifts in kind warrant special consideration as they may obligate the USOPF to retain the property in perpetuity or require special facilities or security to safeguard the property. It is the policy of the USOPF to liquidate items received as gifts in kind. If, however, the gift is intended to be put in use by the USOPF or USOC, the Development professional must coordinate with the appropriate USOC department (e.g. Sport Performance, Food Service) in addition to the USOC’s Finance, Legal and Marketing departments prior to acceptance. Upon acceptance, acknowledgement or receipt shall only be issued after the gift property has been received and is installed for its intended use.

Acceptance of a gift in kind may only be made after thorough examination of the following: (1) the property and its condition in light of the USOPF’s mission; (2) any donor requested restrictions on the use, display or disposition of the property; and (3) carrying costs, if any, that would be incurred by the USOPF if the property is accepted.

In the event that the gift is accepted by the USOPF and shall be put in use by the USOC, once the property is received and installed and acknowledged, the USOPF shall transfer the property to the USOC.

If required, for any purpose, the Donor will provide the USOPF with a qualified appraisal, as defined by the regulations to the IRS tax code and Treasury regulations, at Donor’s expense. The USOPF reserves the right to seek an independent appraisal by a party not affiliated with the Donor.

The USOPF will not accept gifts in kind that are subject to a contract for sale entered into prior to the gift being completed and accepted or a gift that obligates the USOPF to the property to a designated party.

6.6 **Life Insurance**: Gifts of life insurance may be accepted by the USOPF.

6.6.1 **Revocable Gift**: In the event that a Donor makes a gift by naming the USOPF as the beneficiary of any life insurance policy, the gift shall be deemed to be revocable.

6.6.2 **Irrevocable Gift**: In the event that a Donor names the USOPF as the beneficiary of a life insurance policy and transfers ownership of the policy to the USOPF, it shall be deemed to be an irrevocable gift. In determining whether a policy may be accepted by the USOPF, the following considerations shall be evaluated:

6.6.2.1 **Acceptance Consideration**:

6.6.2.1.1 **Type of Policy Offered**: Consideration should be given to whether the Donor is offering to transfer ownership of a term policy or whole life policy. In general, ownership of a term life policy will not be accepted.

6.6.2.1.2 **Status of Policy Premiums**: In the event that a gifted policy shall have premiums due, it is the responsibility of the Donor to make premium payments. Each premium payment due will be made through the USOPF and will be treated as an unrestricted gift in the year that the payment is made.

6.6.2.1.3 **Reserved USOPF Rights**: Upon full disclosure to the Donor, the USOPF reserves the right to any of the following options upon acceptance of a life insurance policy, including
acceptance of a policy with premiums due. In the event that a Donor elects not to continue payment of premiums due, the USOPF may continue premium payments, may convert the policy into a paid up policy or may surrender the policy for its then existing cash value.

7.0 PLANNED GIVING: Planned giving is defined as the promise of a future gift to the USOPF. In some instances, a Donor will receive an income stream from the gift. Planned gifts shall be coordinated through Planned Giving professionals employed by the USOC, specifically the Associate Director of Planned Giving with the approval of the Senior Associate General Counsel, Development.

7.1 Bequest: A bequest is defined as the written intention of a Donor to leave cash or property to the USOPF upon death. The written intention may be contained with the Donor’s Last Will and Testament, Trust Agreement or as a beneficiary designation on a banking or brokerage account. Cash or property may be a delineated amount (specific bequest) or a non-specific amount or percentage (residual bequest). Bequests are revocable gifts.

The USOPF will not act as the Trustee of a revocable trust, Executor, Personal Representative, Conservator or Guardian of the Person or Assets of a Donor.

Gift should be made to the USOPF. In the event that a Donor makes a bequest to the USOC, the gift may be accepted and distributed by the USOPF with the cooperation of the President of the USOPF, the CEO of the USOC and the Chief Financial Officer of the USOC. The Donor intent shall be the determining factor.

7.1.1 Documenting Bequests: A Development professional shall seek to document a Donor’s intended bequest. In cooperation with the Planned Giving professionals, documentation may include: written and signed verification of the Donor’s intent including the type and estimated amount of gift; a copy of the governing documents (i.e. a copy of the portion of the Will or Trust as pertains to the USOPF); a signed letter of intent; or through the execution of a deferred gift agreement.

7.1.2 Mature Bequests: Upon the death of the Donor, a bequest becomes irrevocable. Documenting and collection of mature bequests shall be coordinated through the Senior Associate General Counsel, Development’s office in consultation with the Director, Business Affairs and Development Accounting.

7.2 Retirement Plans: USOPF Development professionals are encouraged to discuss using retirement accounts as a source of planned gift prospective Donors. A Donor may elect to make the USOPF the beneficiary, in whole or in part, of his or her retirement plan. Such a designation shall be a revocable gift to the USOPF.

It is noted that US Federal law protects spousal rights in retirement plans. In the event that a Donor is married, spousal rights take precedence over any beneficiary designation unless a signed waiver has been executed by the Donor’s spouse. In the event that such a waiver exists, the Development professional who secures the gift shall file same with the Director, Business Affairs in coordination with the Office of Planned Giving.

7.3 Charitable Gift Annuities (CGA): A CGA may be either current or deferred (DCGA) pursuant to the following guidelines:

- Minimum Initial Amount: $25,000.00
- Minimum Additional CGAs/DCGAs after first: $10,000.00
- Minimum Age of Annuitant (Income beneficiary) to start receiving payment: 65

An annuity may be funded with cash or readily marketable securities. An annuity to be funded with other assets is subject to the approval of GAC. In all instances, any annuity issued in exchange for the acceptance of real property shall be subject to a minimum deferral period of two (2) years and the value of the real property, based on an independent appraisal secured by the Donor, shall be discounted by a factor of 5% to
25%, at the discretion of the GAC, to accommodate the inherent risk associated with the sale of the property.

The USOPF may partner with third party providers to issue and administer an annuity program, in that event and in the event of all annuities to be issued by the USOPF directly; payments shall be based on the American Council on Gift Annuities recommended rates. The recommended rate is the maximum rate that will be offered, although a Donor and the USOPF may mutually agree on a lower rate.

Annuity payments to a Donor or Donor designated third party shall be made not more frequently than on a quarterly basis.

7.4 Charitable Trusts: The USOPF may accept the gift of a trust interest if the USOPF is named as the trustee, beneficiary, remainderman or any combination thereof. The USOPF may act as Trustee pursuant to the following guidelines:

Charitable Remainder Annuity Trust (CRAT)
- Minimum Trust Amount: $100,000.00
- Minimum Age of Life Income Recipient: 65
- Maximum Number of Lives: Two
- Maximum Number of Income Recipients: Five
- Maximum Payout Rate (subject to Treasury guidelines): 7.5%

Charitable Remainder Unitrust (CRUT)
- Minimum Trust Amount: $100,000.00
- Minimum Age of Life Income Recipient: 65
- Maximum Number of Lives: Two
- Maximum Number of Income Recipients: Five
- Maximum Payout Rate (subject to Treasury guidelines): 7%

Charitable Lead Annuity Trust (CLAT)
- Minimum Trust Amount: $1,000,000.00
- Minimum amount of annual annuity to be paid to USOPF: 5%
- Maximum Term of Trust: 20 years

Charitable Lead Unitrust (CLUT)
- Minimum Trust Amount: $1,000,000.00
- Minimum annual unitrust amount to be paid to USOPF: 5%
- Maximum Term of Trust: 20 years

8.0 ASSOCIATION WITH OUTSIDE ADVISORS

Although most gifts to the USOPF will be considered, developed, reviewed and approved by the Donor, the Donor’s professional advisors and the USOPF professional Development staff, there may be need for outside
professional support. The USOPF, with the approval of the USOC, expressly reserves the right to associate outside advisors including, but not limited to, attorneys, financial advisors, tax professionals, real estate professionals (agents, brokers and appraisers), tangible property appraisers and environmental analysts. The reserved right may occur with or without prior disclosure to the Donor.

9.0 PERIODIC REVIEW

It is expected that these policies be reviewed periodically. Any corrections of or amendments to these policies and procedures shall be approved by the USOC and adopted by the USOPF Board of Directors.