

# Special Olympics Pennsylvania

## Third Party Contracts Policy and Business Agreement Guidelines

Accredited local programs can enter into fundraising contracts with third parties, if the contract satisfies the following criteria:

1. The contract does not involve either direct mail or telemarketing solicitation.
2. All contracts with third parties for designing, conducting, or managing comply with the guidelines specified in the Third Party Business Agreement.
3. Any fundraising contract with a third party must provide that the local program will receive net income from the fundraising totaling at least 65% of the gross revenue, before deducting the costs and expenses (including third party fees), so that the actual cost of the fundraising does not exceed 35% of its gross revenue.
4. If the local program intends to rely on a third party to design, manufacture, or distribute materials or merchandise that contains the Special Olympics name, logo, or other proprietary symbols, the local program's contract with that third party must give SOPA the right to review and approve, in advance and in writing, the appearance, design, and content of all such materials and/or merchandise. Also, the contract must require the third party to destroy or to return to the local program all unused materials or goods upon the completion or termination of the contract, or otherwise dispose of them in a manner authorized by the local program and/or the state office.
5. The fundraising contract will not violate either SOI's policies regarding the display of commercial messages on uniforms at Special Olympics competitions, or SOI's policies regarding the association of the Special Olympics name and logo with tobacco products or alcoholic beverages.
6. The fundraising contract does not require or contemplate any fundraising activity of any kind outside the local program's jurisdiction and/or territory.
7. The fundraising contract must be consistent with and supportive of the Special Olympics image, goals, and policies.
8. Any agreement with a person or organization to place Vending Machines, Honor Boxes, or Coin Containers that are retained for financial consideration needs to be in writing, approved, and signed by SOPA's President and CEO.

**NOTE: All contracts must be in compliance with all applicable local, state, and federal laws including those imposed by the Pennsylvania Bureau of Charitable Organizations. All contracts need to be approved and signed by SOPA's President and CEO. If this procedure is not complied with, all terms of the contract are null and void.**

## **THIRD PARTY BUSINESS AGREEMENT GUIDELINES**

SOPA requires the following protection in all fundraising contracts with third parties. It will be the responsibility of the third party to provide a written contract to correspond with the following guidelines:

1. A written and detailed summary of the who, what, where, and when of the fundraising project with corresponding revenue and expenditure projections.
2. A written acknowledgment by the third party of SOPA's exclusive ownership of and legal and proprietary interests in its name, logo, and all other proprietary symbols. The third party will not use, reproduce, or distribute any material or objects that contain the Special Olympics name or symbols without prior inspection and written authorization from SOPA.
3. A written provision stating that SOPA reserves the right to require the third party to provide a list of prospective supporters of the fundraising project in advance of solicitation.
4. A written provision granting SOPA the right to inspect all financial records pertaining to the fundraising project.
5. A written provision protecting SOPA from any liability for any fees or expenses that are the responsibility of the third party.
6. A written provision that requires the third party to obtain adequate insurance coverage. If deemed necessary by SOPA, the third party may be required to list SOPA as an additional insured on their policy.
7. A written provision stating that SOPA reserves the right to terminate its involvement in the fundraising project due to any unauthorized use of the SOPA name and logo and/or any other breach of agreement.
8. A written provision stating the names, addresses, phone numbers, and donation amounts of any party making a contribution shall remain the property of SOPA and shall not be used by the third party for any other type of solicitation.
9. Local programs will submit all contracts to American Specialties for review and approval. Once they provide written approval (or changes that are suggested or that must be made) the following MUST take place:
  - A. Request Certificate of Insurance from American Specialties, if necessary.
  - B. Forward the following for approval from SOPA's President and CEO:
    1. Full contract, with any changes requested by American Specialties.
    2. Written approval from American Specialties (can be an email.)

3. Certificate of Insurance (if one is required.)

**NOTE: 4-6 weeks of lead time will be necessary for the President and CEO to review any contracts with third parties. Local programs are required to follow these procedures. Please contact your field director or the CEO's assistant for additional guidance.**

### Third Party Business Agreement (Product)

SOPA requires the following protection in all fundraising contracts with third parties. It will be the responsibility of the third party to provide a written contract to correspond with the following guidelines:

1. A written and detailed summary of the who, what, where, and when of the fundraising project with corresponding revenue and expenditure projections.
2. A written acknowledgment by the third party of SOPA's exclusive ownership of and legal and proprietary interests in its name, logo, and all other proprietary symbols. The third party will not use, reproduce, or distribute any material or objects that contain the Special Olympics name or symbols without prior inspection and written authorization from SOPA.
3. A written provision stating that SOPA reserves the right to require the third party to provide a list of prospective supporters of the fundraising project in advance of solicitation.
4. A written provision granting SOPA the right to inspect all financial records pertaining to the fundraising project.
5. A written provision protecting SOPA from any liability for any fees or expenses that are the responsibility of the third party.
6. A written provision that requires the third party to obtain adequate insurance coverage. If deemed necessary by SOPA, the third party may be required to list SOPA as an additional insured on their policy.
7. A written provision stating that SOPA reserves the right to terminate its involvement in the fundraising project due to any unauthorized use of the SOPA name and logo and/or any other breach of agreement.
8. A written provision stating the names, addresses, phone numbers, and donation amounts of any party making a contribution shall remain the property of SOPA and shall not be used by the third party for any other type of solicitation.
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  - a. Request Certificate of Insurance from American Specialties, if necessary.
  - b. Forward the following for approval from SOPA's President and CEO:
    1. Full contract, with any changes requested by American Specialties.
    2. Written approval from American Specialties (can be an email.)

3. Certificate of Insurance (if one is required.)

**NOTE: 4-6 weeks of lead time will be necessary for the President and CEO to review any contracts with third parties. Local programs are required to follow these procedures. Please contact your field director or the CEO's assistant for additional guidance.**