

APPROVED

REC 18 2021

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 24-020

DATE January 18, 2024

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CITYWIDE COACH LA PLAN – AGREEMENT WITH THE LOS ANGELES PARKS FOUNDATION (LAPF) AND NIKE USA, INC. (NIKE) FOR THE ACCEPTANCE OF FUNDING AND IN-KIND SUPPORT FOR THE CONTINUANCE OF THE EQUITABLE COACHING PROGRAM INITIATIVE

B. Aguirre	_____	M. Rudnick	_____
B. Jones	_____	C. Santo Domingo	_____
*B. Jackson	<i>CS for</i>	N. Williams	_____

General Manager

Approved X

Disapproved _____

Withdrawn _____

If Approved: Board President _____

Board Secretary _____

RECOMMENDATIONS

1. Approve a proposed partnership agreement (Agreement) with the Los Angeles Parks Foundation (LAPF), a California nonprofit organization, and Nike USA, Inc., (Nike) an Oregon registered corporation, attached to this Report as Attachment 1, stipulating the terms and conditions for the continued implementation of the Coach LA Initiative (Program), which is informed by the Coach Playbook (2023), which equips all coaches with the training and engagement to deliver early positive sport and play experience for all Los Angeles participants, and authorize the Department of Recreation and Parks' (RAP) General Manager or designee to execute such agreement, subject to Mayor and City Council approval;
2. Authorize RAP's General Manager or designee to accept the charitable contributions provided by LAPF and Nike as part of the Agreement, including but not limited to resources for Program implementation, Program and sustainability planning, and equipment, materials, and supplies in the furtherance of the Program, and specific purposes described in the proposed Agreement, collectively valued up to approximately Seven Hundred Fifty Thousand Dollars (\$750,000), as set forth in the Agreement;
3. Authorize RAP's Chief Accounting Employee or designee to establish the necessary accounts and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205 to accept charitable funds from LAPF provided by Nike for the Project Coordinator and Senior Project Coordinator positions for a one and a half year period;

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4. Direct RAP staff to submit the positions of Project Coordinator and Senior Project Coordinator for the FY 2025-2026 budget;
5. Direct RAP staff to transmit a copy of the Agreement and related documents to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA), and to the City Clerk for Committee and City Council approval before accepting and receiving the contributions, pursuant to Los Angeles Administrative Code Section 14.6 et seq. as may be amended; and
6. Authorize RAP's Chief Accounting Employee or designee to make any technical changes, as may be necessary to effectuate the intent of this Report and proposed Agreement.

SUMMARY

In response to the successful 2019 Women Coach Los Angeles (WCLA) pilot program, in November 2021, LAPF, Nike, and RAP (Partners) entered into an agreement to develop and implement a Citywide Coach Plan Initiative and expand the WCLA program.

Since the execution of the 2021 agreement, the development and adoption of the Citywide Coach Plan Initiative has been well underway. The goal of the initiative is to promote equitable coaching in parks throughout the City. A key part of this initiative is the development of a Coach LA Playbook to establish coaching standards and assist Partner's volunteers and part-time coaches lead their teams no matter the amount of experience. With the assistance of the Center for Healing and Justice Through Sport (CHJS), data informing sessions were held with Partner staff, patrons, and stakeholders to reveal the final Citywide Coach LA Playbook, which was then introduced to Partner's field staff in April 2023. The Citywide Coach Plan Initiative is also being honed to better recruit volunteer coaches across the city. In April 2023, the Coach LA Summit was held at Dodger Stadium and Recreation and Aquatics staff were introduced to the Coach LA Playbook. The Summit was successful in inspiring and exciting Partners and full-time staff to provide early positive sport and play experiences to all young people. The next phase of the partnership will focus on implementing and embedding the use of the Citywide Coach Plan as a standard throughout all recreation centers. The plan is expected to be introduced to Partner's volunteer and part-time staff in the Spring of 2024 to continue this implementation.

Nike and RAP will partner in ensuring efficient and equitable play across all sports and genders throughout City parks and centers.

Nike will:

- Provide a \$150,000 Cash Donation to LAPF to provide to RAP to support the Center for Healing and Justice Through Sport (CHJS) and execution of the implementation of the Coach LA Plan.
- Support the strategy building activities for the Coach LA Plan.
- Provide in-kind contributions to Support Coach Summit.

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- Provide an in-kind contribution consisting of a product allowance (at retail) valued up to \$250,000.
- Provide a \$185,000 Cash Donation to LAPF to support RAP in hiring a Senior Project Coordinator.
- Provide \$100,000 to support the continuation of the Project Coordinator position.
- Provide \$150,000 Third-Party Evaluator for Measurement, Evaluation and Learning activities for 2024 through 2026.
- Provide a \$50,000 Cash Donation to LAPF to be provided to RAP to support indirect costs for the Coach LA Plan.
- Provide a \$55,000 Cash Donation to LAPF to be provided to RAP to support as contingency that will be dictated by RAP to support Coach LA goals.

The initial initiative successfully engaged all full-time staff, executive team, and partners in an engaging coach summit. Where we introduced the Coach Playbook and briefed on the RAP Coach 3 Be's philosophy. In addition to the success of the summit, it provided valuable learnings and opportunities on how to provide a safe environment for participants as coaches.

FISCAL IMPACT

The Board's acceptance of the charitable contributions provided by Nike through a monetary donation to LAPF and in-kind contributions received by RAP will have no negative fiscal impact to RAP's General Fund.

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

- | | |
|----------------|---|
| Goal No. 6: | Build Financial Strength and Innovative Partnerships |
| Outcome No. 3: | In coordination with the Los Angeles Parks Foundation (LAPF), expansion and development of new partnerships, sponsorships and donations support the Department's programs and park facilities |
| Goal No. 7: | Maintain a Diverse and Dynamic Workforce |
| Outcome No. 4: | Development and retention of a workforce that meets the park system's public service and internal management needs |

This Report was prepared by Lizeth Escobedo, Project Coordinator, Nike

LIST OF ATTACHMENTS/EXHIBITS

- 1) RAP Coach LA Nike - LAPF Agreement

PARTNERSHIP AGREEMENT
by and among the City of Los Angeles,
Los Angeles Parks Foundation and NIKE, Inc.

This Partnership Agreement (“**Agreement**”) dated _____ (“**Effective Date**”), is made by and among NIKE, Inc., an Oregon registered NIKE entity corporation, located at One Bowerman Drive, Beaverton, Oregon 97005 (“**NIKE**”), the City of Los Angeles, a municipal corporation (“**City**”), acting through its Department of Recreation and Parks (“**RAP**”), and Los Angeles Parks Foundation, a California 501(c)(3) corporation, located at 2650 N. Commonwealth Avenue, Los Angeles, CA 90027 (“**LAPF**”). NIKE, LAPF, and RAP may each be referred to as a “**Party**” and collectively as “**Parties**.” LAPF and RAP together may jointly be referred to as “**Partner**”, which implies joint obligations of both LAPF and RAP.

Pursuant to this Agreement, NIKE, is donating certain items of value, including but not limited to NIKE product and cash funds (collectively “**Partnership Funds**”) to LAPF and RAP in accordance with the Program Scope attached hereto as Exhibit A and incorporated herein by this reference (“**Program Scope**”). In consideration of the above, NIKE, the City, LAPF, and RAP each agree as follows:

1. Purpose and Use of Partnership Funds. The Program Scope states the specific purpose(s) of the partnership and describes the program it will support (“**Program**”), and Partner agrees to use the Partnership Funds exclusively for such Program. Whether or not Partner maintains a separate bank account, the Partnership Funds should be treated as a “restricted fund,” and no part of it shall be used for purposes other than those designated in this Agreement and the Program Scope. In addition, LAPF represents and warrants to NIKE that:

(a) **Charitable Status**. LAPF is a non-profit charitable organization that qualifies under Section 501(c)(3) of the Internal Revenue Code (“**IRC**”) or, if it is not a U.S. organization, it is a foreign organization with classification and charitable purpose similar to an organization described under IRC §501(c)(3);

(b) **Expenditure of Partnership Funds**. LAPF will expend Partnership Funds solely for qualified charitable or educational purposes as defined by the IRC or similar international requirements; and LAPF further represents and warrants that any expenses for administrative or overhead costs will be solely for charitable or educational purposes under the IRC or similar international requirements.

2. Program Data & Evaluation; Data Security and Privacy

(a) **Program Data**. While implementing the Program, Partner may gather or otherwise obtain information directly related to the Program including, but not limited to, monitoring and evaluation data (collectively, the “**Program-Related Data**”). Upon NIKE’s request, Partner shall provide NIKE with all Program-Related Data in a form to be mutually agreed-upon by the Parties. Partner acknowledges and agrees that NIKE may use the Program-Related Data solely for the purpose of monitoring and evaluating the effectiveness of the Program.

(b) **NIKE Evaluation.** NIKE, by itself or through a third party, may evaluate and monitor the Program. Such evaluation and monitoring may include meeting with Partner staff and/or site visits to review the Partner's systems, operations and accomplishments related to the Program. Partner shall cooperate and assist with any such reasonable evaluations and monitoring.

(c) **Data Security.** Partner agrees and acknowledges that nothing in this Agreement requires Partner to access or process any information (i) related to an identified or identifiable individual, (ii) data protected under privacy and security laws and regulations, (iii) information that is linked or combined with (i) or (ii) above from or on behalf of NIKE ((i), (i), (iii) collectively, "**Personal Data**"). To the extent not prohibited by law, if Partner discovers it has inadvertently gained access to or processed any Personal Data from NIKE, it will (1) immediately notify NIKE; (2) enter good faith negotiations for any additional contract terms needed for compliance with applicable laws; (3) handle or process any such Personal Data in accordance with NIKE's written instructions; and (4) handle or process any such Personal Data solely for the benefit of NIKE and not for the benefit of Partner or any third party.

(d) **Privacy.** Partner agrees and acknowledges that nothing in this Agreement requires Partner to access or process any Confidential Information of NIKE ("**NIKE Data**"). For the avoidance of doubt, Partner shall not handle NIKE Data. In the event Partner discovers it has inadvertently gained access to or processed NIKE Data, Partner shall (i) immediately notify NIKE; (ii) enter good faith negotiations for any additional contract terms needed for compliance with applicable laws; (iii) handle or process any such NIKE Data in accordance with NIKE's written instructions; and (iv) handle or process any such NIKE Data solely for the benefit of NIKE and not for the benefit of Partner or any third party. In the event Partner may require access to or processing of NIKE Data, it shall notify NIKE prior to such access or processing and enter good faith negotiations for additional contract terms needed under applicable law. A breach of this Section 2(d) shall be deemed a material breach under the Agreement and entitle NIKE to terminate the Agreement without penalty. "**Confidential Information**" means all information and materials relating to NIKE's or its affiliates' business, in whatever form or medium, disclosed to or received by Partner, whether visually, by perception, orally or in writing, whether disclosed before, on or after the Effective Date and whether or not specifically marked or otherwise identified as "Confidential" or "Proprietary," including all summaries and notes prepared by or on behalf of Partner, except that Confidential Information does not include any information Partner demonstrates: (1) has become generally available to the public without breach of this Agreement and through no act or omission of Partner or its representatives; (2) was received by Partner, before NIKE or its affiliate(s) disclosed it to Partner, from a third party that did not violate any agreement, duty or applicable law in disclosing the information to Partner; or (3) Partner independently developed without use of any Confidential Information utilizing persons who were not exposed to the Confidential Information and before the date Partner received the Confidential Information, as evidenced by Partner's written records. The terms and conditions of this Agreement, including any Program Scope, constitutes Confidential Information as defined above.

3. **Accounting and Records.** Partner shall maintain accurate books and records of all receipts and expenditures directly related to use of Partnership Funds. NIKE will maintain all receipts and expenditures and other documentation necessary to determine the value of any NIKE Product contributed to the Partner under the Program Scope and provide such documentation upon request by the Partner.

4. Reports. Partner will provide an Interim and Final Report as set forth in the Program Scope. Partner understands that failure to provide NIKE with these reports will cause Partner to become ineligible for future funding for other programs.

5. Non-Use of Partnership Funds. At the end of the Program Term (as defined in the Program Scope), Partner shall notify NIKE of any Partnership Funds provided by NIKE that Partner has not spent or used for the Program. Upon NIKE's written approval, Partner may receive an extension of time by which to spend or use the remaining Partnership Funds on the Program. If Partner does not receive such an extension, Partner shall, as directed by NIKE Recipient shall, as directed by NIKE in its sole discretion, (a) use any unused Partnership Funds for another qualified educational or charitable program designated by NIKE, (b) pay or transfer unused Partnership Funds over to a charitable organization designated by NIKE, or (c) return the unused Partnership Funds to NIKE.

6. Termination.

(a) **Termination for Convenience**. Any Party may terminate this Agreement with an advance thirty (30) day notice, in writing, and cancel the Program and/or any unpaid disbursements if the Party determines, in its sole, reasonable discretion, that another Party (i) is not making satisfactory progress toward the goals of the Program, or there has been a development that significantly affects the operation of the Program or a Party (including but not limited to the changes referenced in Section 8) and the terminating Party determines that satisfactory progress toward the goals of that Program is unlikely; (ii) has changed the relevant Program in any material respect without the prior written consent of the other Party; or (iii) has violated the terms of this Agreement in any material respect; or

(b) **Termination for Cause**. NIKE may terminate this Agreement and cancel the Program and/or any unpaid disbursements immediately if NIKE determines, in its sole, reasonable discretion, that another Party (i) disburses any portion of the Partnership Funds for purposes not included in the terms of this Agreement; or (ii) LAPF ceases to be a charitable organization under Section 501(c)(3) of the IRC or, if LAPF is not a U.S. organization, ceases to be a charitable organization under the relevant foreign regulation.

(c) **Automatic Termination**. Notwithstanding the foregoing, this Agreement shall terminate automatically with no additional obligations to any Party in the event that a Party (i) dissolves, (ii) ceases to operate or do business on a regular basis, or (iii) becomes insolvent, bankrupt or generally fails to pay its debts as such debts become due.

(d) **Agreement Term**. If it is not already terminated under this Section 6, this Agreement shall automatically terminate December 31, 2028. For the avoidance of doubt, the term of this Agreement begins on the Effective Date and ends on December 31, 2028 (the "Term") pursuant to the terms herein.

(e) **Effect of Termination**. Within thirty (30) days after receiving notice from NIKE of termination, or from the date of termination if such termination occurs automatically, Partner shall, at NIKE's election, pay any unused Partnership Funds to a charitable organization designated by NIKE or return the funds to NIKE.

7. Amendment. Any Party shall notify the other Parties in writing of any changes proposed by the notifying Party regarding its purposes, goals, population served, timing, activities, or expenditures described in this Agreement or Program Scope, and the other Parties may accept or reject such changes in its sole discretion. No change or amendment to this Agreement or Program Scope shall be effective unless made in writing and duly executed by the Parties.

8. Notice of Changes. Partner shall promptly notify NIKE in writing within thirty (30) days after the occurrence of any of the following: (i) Change in the key personnel of a Project or the Partner; (ii) Change in address or phone number; (iii) Change in name of the Partner (and submit to NIKE a letter from the IRS noting the change); (iv) Change in the non-profit or tax status of the Partner; or (v) Any other development that significantly affects the operation of the Partner or the use of the Partnership Funds.

9. Use of Name.

(a) **Use of Partners' Names**. Partner authorizes NIKE to use the names of Partner as part of press releases, brochures, newsletters, web sites and other publications for the sole purpose of announcing and describing the partnership and subject to the prior written approval by the Partner.

(b) **Use of NIKE Name**. Partner is permitted to reference NIKE and the partnership in annual reports and financial accounts covering the period of a Program. All other public statements, media communications or references to NIKE (including but not limited to use of the NIKE's name, marks, logos and tagline) in publicly available documents (i.e., websites, fundraising brochures, advertisements, marketing, publicity, etc.) require prior written approval from NIKE. NIKE encourages Partner to inquire about referencing NIKE prior to publication.

10. Intellectual Property. For any copyright, patent, trade name, trademark or service mark created solely in connection with and as a result of the Program ("**Intellectual Property**"), NIKE, City, and LAPF is each hereby granted a royalty free, nonexclusive worldwide license to use any or all of the Intellectual Property in perpetuity for any purpose or purposes that furthers the Program Scope during the Term of this Agreement, including republication or sublicensing of such Intellectual Property with prior written approval. Notwithstanding the foregoing, any Intellectual Property that is created by a LAPF or RAP shall remain the exclusive property of those entities. Additionally, for any copyright, patent, trade name, trademark or service mark created solely in connection with and as a result of the Program by NIKE ("**NIKE Intellectual Property**") LAPF and RAP are hereby granted a royalty free, nonexclusive worldwide license to use any or all of the NIKE Intellectual Property for any purpose or purposes that furthers the Program Scope during the Term of this Agreement, including republication or sublicensing of such Intellectual Property with prior written approval. Notwithstanding the foregoing, any NIKE Intellectual Property shall remain NIKE's exclusive property including but not exclusive to Made to Play and training program and curriculum developed for this project and not yet named. The Parties agree that the terms "CoachLA", "Coach LA", "Women Coach Los Angeles", "Women Coach LA", "WCLA", "Girls Coach LA" and "Girls Coach Los Angeles" are owned by the City.

If Partner utilizes any non-NIKE materials or, engages any third party for the Program Scope, then Partner shall be responsible for all aspects of the trademark, copyright and other clearance of third-party images, music, film clips and other materials. Partner shall also obtain individual

13. Compliance.

(a) **Child Safeguarding.** To the extent any Programs, activities, or any other work to be funded under the Partnership Funds involve children (any person under age 18 or such other age as established by local law to be a minor), or any personnel of Partner, its partners, contractors, or volunteers engaged in such Programs, activities, or work, may come into contact with children, each Partner, with respect to itself, represents and warrants to NIKE that:

- i. Partner complies with all applicable child safeguarding, protection, welfare, and online privacy laws and regulations applicable to the respective Partner and its activities;
- ii. Partner has and will maintain and implement during the Term of this Agreement, policies, procedures, and practices in place to prohibit and prevent its personnel, partners, contractors, volunteers, and participants (including other children), from engaging in child sexual abuse, physical abuse, emotional abuse, bullying, neglect, exploitation and inappropriate conduct when interacting with children under this Agreement; and
- iii. Partner shall notify NIKE immediately (at the web address: <https://secure.ethicspoint.com/domain/media/en/gui/56821/report.html>) if any allegation or report is made of inappropriate conduct or physical, sexual or emotional abuse against a child in connection with the Program, including Program activities, or any other work funded under the Partnership Funds, and any investigation and corrective actions taken.

(b) **Anti-bribery and anti-corruption.** Partner and its representatives, including but not limited to its officers, directors, employees, agents, members, trustees, affiliates, subcontractors, and any other person acting on its or their behalf (collectively, "**Partner Resources**", "they", or "them" for the purposes of this Section 18(b) and the following Section 18(c)) have conducted and will continue at all times to conduct their business in an ethical manner and in compliance with all applicable anti-bribery and anti-corruption laws ("**ABAC Laws**") and trade laws. Without limiting the foregoing, they have not engaged and will not engage, directly and indirectly, in the offer, payment, promise, solicitation or acceptance of a bribe, kickback, or other improper benefits in connection with this Agreement. Upon becoming aware of any actual or alleged violation of the provisions set forth in this clause or of any ABAC Laws or trade laws in connection with this Agreement, Partner shall give immediate written notice to NIKE.

(c) **Sanctions.** By entering into this Agreement, Partner confirms that Partner, its subsidiaries, principals, officers, directors, employees, agents, affiliates and representatives are not: (i) themselves subject to any applicable sanctions including those administered by the Office of Foreign Assets Control of the US Treasury Department ("**OFAC**"), the United Nations Security Council, the European Union, the United Kingdom or other relevant sanctions authority (collectively "**Denied Parties**"); (ii) owned or controlled by Denied Parties; or (iii) located, organized or resident in a country or territory that is the subject of OFAC comprehensive sanctions or other applicable sanctions or embargoes. Additionally, to the extent applicable, Partner confirms that it will not provide NIKE with any services or products that are directly or indirectly sourced, in whole or in part, from a country or territory that is the subject of OFAC comprehensive

sanctions or other applicable sanctions or embargoes. For convenience, as of the Agreement Effective Date, OFAC has targeted the following countries and territories for comprehensive sanctions: Iran, Syria, North Korea, Cuba, the government of Venezuela, and designated territories of Ukraine. In its dealings with governmental entities, Partner shall not represent NIKE or any of its affiliates or purport to represent or otherwise act on behalf of NIKE or any of its affiliates, unless expressly stated otherwise in this Agreement.

(d) **Gifts or Payments to NIKE Employees.** Partner acknowledges that NIKE and its affiliates have a policy regarding gifts, gratuities and other payments given to their employees, more details of which can be found in NIKE's Code of Conduct: [Inside the Lines](#) (attached hereto as [Exhibit B](#) and incorporated herein by reference) Partner shall not take any action that could reasonably be expected to induce an employee of NIKE or any of its affiliates to violate the policy. In particular, but without limiting the foregoing, Partner shall not give a gift to an employee (i) in cash or cash equivalents, in any amount; (ii) that exceeds NIKE's applicable gift threshold (certain territories, organizations or functions may be subject to more restrictive monetary limits on gifts, and the more restrictive monetary limit applies); or (c) give a gift of any kind to any relative, friend, associate or charitable organization favored by such employee if there is any implied expectation of a return favor.

(e) **NIKE Product.** If the Partnership Funds include any NIKE product, Partner shall not sell or re-sell such NIKE product, whether directly or indirectly, through any third person, group, or agency. For the avoidance of doubt, the Parties agree that redistribution of NIKE product as specifically contemplated by the Program Scope in support of such Program Scope's stated objectives shall not be deemed sale or resale.

(f) **Changes in Certification.** Partner will notify NIKE immediately should any change in circumstances pertaining to the certifications contained in this [Section 13](#) occur at any time.

(g) **Non-Compliance.** Partner's failure to comply any provision in this [Section 13](#) shall be a material breach of this Agreement.

14. **Exclusivity.** During the Term of this Agreement, Partner agrees to adhere to this clause of Exclusivity. For purposes of this [Section 14](#) the term "**Customer Competitor**" means a person or entity which, directly or through an affiliate, designs, manufactures, markets or distributes: (a) sports, athleisure or casual apparel; (b) sports-related equipment or accessories, including but not limited to balls and inflatables, bags, headbands, wristbands and protective pads; (c) sunglasses and other eyewear; (d) sports timing and other electronic devices; (e) athletic or athletically-inspired or derived footwear; or (f) products that bear any of the brand names listed in [Exhibit C](#) attached hereto and incorporated herein by this reference; provided, however, that a bona fide retailer which derives less than twenty percent (20%) of its revenues from the sale of such products will not be deemed to be a "Customer Competitor". During the Term of this Agreement, Partner will not, directly or through any of its affiliates, accept any engagement or partner with any Customer Competitor in any way on any program that is substantially similar to the Program content governed in any Program Scope under this Agreement.

15. Miscellaneous.

(a) **Entire Agreement.** This Agreement represents the entire agreement between all the Parties with respect to the matters set forth herein. This Agreement may be amended only as provided for in this Agreement. All parties have had the opportunity to have this Agreement reviewed by their attorneys.

(b) **Waiver.** Each Party's delay or failure to enforce or insist on strict compliance with any provision of this Agreement will not constitute a waiver or otherwise modify this Agreement. Each Party's waiver of any right granted under this Agreement on one occasion will not (i) waive any other right; (ii) constitute a continuing waiver; or (iii) waive that right on any other occasion.

(c) **Applicable Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of California, without regard to principles of conflict of laws. Any action or proceeding with respect to this Agreement may only be brought in a federal or state court situated in County of Los Angeles, California, and by execution and delivery of this Agreement, such party irrevocably consents to jurisdiction and venue in each such court.

(d) **Independent Parties.** Notwithstanding use of the term "partnership" or "partner" herein, nothing in this Agreement shall be construed to create a joint venture or partnership or establish a relationship of principal and agent or of employer and employee, or any other relationship other than that of independent parties. No Party will represent any other Party in any capacity, bind the other Party to any contract or create or assume any obligation on behalf of the other Party for any purpose whatsoever, except as expressly authorized by this Agreement.

(e) **Survival.** Section 2 (Program Data & Evaluation; Data Security and Privacy), Section 6 (Term and Termination), Section 10 (Intellectual Property Licenses), Section 12 (Indemnification), Section 13 (Compliance), Section 14 (Exclusivity), Section 15 (Miscellaneous) and any other provision of this Agreement that expressly or by its nature provides for rights, obligations or remedies that extend after the Term, will survive and continue in full force and effect following the expiration or termination of this Agreement.

(f) **Assignment.** No Party shall not assign any right or delegate any duty under this Agreement, whether by transfer, merger, operation of law or otherwise, without the other Parties' prior written consent which such Parties may grant, withhold or condition in their sole discretion.

(g) **Counterparts.** This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single legal instrument. This Agreement may be executed manually or by the application of digital or electronic signatures utilizing any commercially available electronic signature software tools or website platform. Once executed, this Agreement may be delivered electronically by email attachment or website notification and download, and any such delivery will have the same effect as physical delivery of a signed original.

(h) **Severability.** If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, that provision will be modified to the extent necessary for it

to be enforceable and such a finding will not affect the validity of any other provision, and the rest of this Agreement will remain in full force and effect.

(i) **Force Majeure.** Neither Party will be liable for a delay in performing its obligations to the extent that delay is caused by insurrection, war, riot, explosion, nuclear incident, fire, flood, earthquake, pandemic and related governmental decree, or other catastrophic event out of such Party's control, provided the affected Party immediately notifies the other and takes reasonable and expedient action to resume performance of the affected obligations. If a Partner delay lasts for longer than thirty (30) days, NIKE will have the right to immediately terminate the Agreement or any affected Program Scope upon written notice to Partner and Partner shall refund any unused portion of the Partnership Funds within thirty (30) days.

[Signature Page Follows]

IN WITNESS WHEREOF, NIKE and Partners have executed this Agreement as of the date first included above.

NIKE:

NIKE, Inc.

By: _____

Name: _____

Title: _____

LAPF:

Los Angeles Parks Foundation

By: _____

Name: _____

Title: _____

RAP:

CITY OF LOS ANGELES

Department of Recreation and Parks

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Agreement.

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

HYDEE FELDSTEIN SOTO, City Attorney

By: _____

Name: _____

Title: _____

EXHIBIT A
PROGRAM SCOPE

This Program Scope sets forth the relative obligations of the Parties. All capitalized terms that are not in this Program Scope still have the meanings assigned to those terms in the Partnership Agreement.

1. Commitment Summary

1.1. Name: City of Los Angeles Recreation and Parks Department Coach LA Program

1.2. Term: 1/1/2024 - 12/31/2028

1.3. Total Value: USD \$1,000,000.00

1.3.1. Cash: USD \$750,000.00

1.3.2. Product: USD \$250,000.00

2. Description:

2.1 Background: In November 2021, following the success of the 2019 Women Coach Los Angeles (“WCLA”) pilot program, NIKE and Partner worked to expand the WCLA pilot program by developing, implementing, and adopting the Citywide Coach Plan Initiative (the “Initiative”). The Initiative’s goal is to influence equitable coaching in parks throughout the City of LA, and a key part of this Initiative was the development of a Coach LA Playbook. The Coach LA Playbook establishes coaching standards and assists Partner’s volunteer and part-time coaches – regardless of their individual amount of experience – in leading their teams. With the assistance of Center for Healing and Justice Through Sport (“CHJS”), the final Citywide Coach LA Playbook was introduced to Partner’s field staff in April 2023. Also in April 2023, the Coach LA Summit was held at Dodger Stadium and fulltime Recreation and Aquatics Divisions were introduced to the Coach LA Playbook.

The Parties’ partnership has also provided support for a second cohort of the WCLA program. The WCLA 2.0 cohort consisted of 25 participants who successfully completed three coach training sessions, a hands-on clinic, and were placed at five participating recreation centers as paid interns supported for 750 hours. To ensure the continued success of the WCLA program, Partner has obtained partnerships with The City of Los Angeles’ City Pathways for Youth Program (“City Pathways”). City Pathways is a Los Angeles County Measure A-grant funded program that connects young adults with internship opportunities while providing training in their specified field. Through City Pathways, WCLA has the capacity to connect 25 female coaches with internship opportunities each season. WCLA 2.0 proved successful as staff at the recreation level has seen an uptick in girls participation in sports. The upcoming cohort will mark the halfway point of the goal to recruit 100 new women coaches.

The next phase of the partnership between NIKE and Partner will focus on implementing and embedding the Citywide Coach Plan as a use-standard throughout all of the City’s recreation centers. The Citywide Coach Plan is expected to be introduced to Partner’s

part-time and full-time staff in the Spring of 2024. NIKE and Partner will continue its partnership as further outlined, during the Term of this Program Scope with the goal of ensuring efficient and equitable play across all sports and genders throughout City parks and centers.

2.2 Program Goals: In the next phase of the partnership, Partner and NIKE will work through a five (5) year plan to integrate the Coach Plan Citywide Initiative into Partner’s principle programming to establish coaching standards for youth sports programs, and create a universal training program that produces coaches of the highest caliber throughout the City of Los Angeles. To ensure sustainability beyond the five-year partnership, Partner will recruit, train and staff team mean to solely support logistical and administrative components of the Coach Plan Citywide Initiative and Women Coach LA programs. Through thorough training models, rigorous program evaluation, and exhaustive outreach the goal to establish a lasting system for coaching equity throughout the City of Los Angeles is well within reach. The five-year partnership plan is outlined below.

Year 1	
January 1, 2024- December 31, 2024	<p>Building the Foundation: Create Ambassador Program:</p> <ul style="list-style-type: none"> ● In partnership with NIKE, RAP aims to create a sustainable coaching foundation through the Ambassador training model. RAP will work with Nike and CHJS to develop training models and materials. ● CHJS trainers to lead 90% of coach trainings and Ambassador Trainers or equivalent role to shadow and support. ● Engage consultants to develop an evaluation plan and gather year one data. ● Onboard Senior Project Coordinator, Ambassador Leads, Ambassador Trainers and Administrative Marketing Interns. ● Secure general funds to support the Senior Project Coordinator and Project Coordinator positions. ● Convene annual partnership meeting consisting of RAP and NIKE stakeholders to validate CoachLA goals and learnings.
Year 2	
January 1, 2025- December 31, 2025	<p>Creating a Coaching Ecosystem: Implementation of Ambassador Program:</p> <ul style="list-style-type: none"> ● Implementation of the citywide Ambassador program. ● Continue the training and development of the Ambassadors. The goal is for Ambassador Trainers or equivalent role to lead 50% of the trainings and CHJS leading the other 50%. ● Develop a process to streamline the recruitment and onboarding of volunteer coaches. ● Coordinate and develop part-time staff summit. ● Introduce the Coach LA program and build awareness to solicit support. ● Year One evaluation report to be completed with summary of findings. ● Convene annual partnership meeting consisting of RAP and NIKE stakeholders to validate Coach LA goals and learnings.
Year 3	
January 1, 2026- December 31, 2026	<p>Program Sustainability: Full Expression of Ambassador Program:</p> <ul style="list-style-type: none"> ● Perform evaluations of training materials and training programs.

	<ul style="list-style-type: none"> • The goal is for Ambassador Trainers or equivalent role to lead 90% of trainings and CHJS to shadow, support and lead the other 10% of trainings. • Establish a coach certification plan • Make changes (findings of the evaluation) • Coordinate and develop Part time staff summit • Expand awareness of CoachLA plan on local, state and national platforms through attending and presenting at Parks and Recreation and sports conferences, conventions and seminar. • Convene annual partnership meeting consisting of RAP and NIKE stakeholders to validate CoachLA goals and learnings.
Year 4	
January 1, 2027- December 31, 2027	<p>Outreach & Storytelling: Inspiring Change in Perceptions and Behaviors:</p> <ul style="list-style-type: none"> • Develop and implement CoachLA Hub, an external online resource, including Women CoachLA, which may consists of volunteer interest forms, training videos, storytelling, CoachLA Playbook, etc. • Collect Coach Plan impact on community involvement and engagement, which may include testimonials, job opportunities, success stories. • Target potential partners for Coach LA. • Convene annual partnership meeting consisting RAP and NIKE stakeholders to validate CoachLA goals and learnings.
Year 5	
January 1, 2028- December 31, 2028	<p>Growth & Scale: Harnessing Sport Moments to Drive Collective Impact:</p> <ul style="list-style-type: none"> • Coordinate a recognition of sites and volunteers that have completed the RAP certified process. • Continue to engage internal programs to help support the Coach LA department. • Coordinate a conference to showcase findings from Year 4 to community partners, city agencies and department. • Confirm sustainability partners. • Institutionalize and earmark internal funding for continuation of the Coach LA programming, which may include the continuation of after 2028 and beyond (I.e., after the Term of this Program Scope). • Continue to seek out additional partnership opportunities to support Coach LA. • Convene annual partnership meeting consisting of RAP and NIKE stakeholders to validate CoachLA goals and learnings.

2.3 Program Infrastructure: RAP will continue to strengthen its Coach LA internal structure. To ensure the sustainability and success of the program, RAP will hire a **Senior Project Coordinator**, a **Project Coordinator**, **Ambassador Leads** and **Administrative Interns** or equivalent, to oversee the Coach LA, Coach Playbook and other directly related programs. RAP will prepare budget with the requested Project Coordinator and Senior Project Coordinator or equivalent roles to be approved by City Council. This will be a part of the budget for the 2025-2026 budget year for RAP.

Position/Funding	Duties
<p>The Senior Project Coordinator or equivalent role will be accountable for all aspects of the Coach Plan, which will include the implementation, evaluation, and sustainability of the plan.</p> <p>The Senior Project Coordinator will be funded by the Partnership Funds from March 31, 2024 to June 30, 2025. RAP will ensure the appropriate full-time staff is designated to the Coach LA Program starting no later than July 1, 2025.</p>	<p>Duties include but are not limited to the following:</p> <ul style="list-style-type: none"> ● Oversee Project Coordinator in the implementation of the Coach LA Plan and Playbook. ● Lead on the integration of all coaching activities such as Women Coach LA and Coaches trainings. ● Responsible for the execution of the measurement, evaluation and learnings of the Coach LA Plan and Playbook, to be performed by RAP and will partner with NIKE on third-party measurement and evaluation. ● In partnership with NIKE, expand and develop new partnerships with NGB-National governing bodies and professional teams to support the Coach Plan implementation. ● Develop strategy for field implementation of the Coach LA and Coach Playbook. ● Collaborate with RAP workstreams that have complementary initiatives. This may include PlayLA, Safe Sport, and/or other initiatives. ● Manage and develop Playbook appendixes. ● Standardize internal marketing strategy for the Coach Plan. ● Serve as spokesperson at conventions, conferences and speaking engagements related to Coach LA and Playbook ● Lead Coach LA Task Force functions. ● Recruit and hire additional support staff as necessary. (Expand to include bigger picture of org structure) ● (Work with Grants Division)
<p>Under the supervision of the Senior Project Coordinator, the Project Coordinator will manage the execution of Coach LA and Coach Playbook.</p> <p>The Project Coordinator is currently funded by Agreement No.3902 through June 30, 2024. This position will be funded by the Partnership Funds from July 1, 2024 to June 30, 2025. This will become a full-time position through the Department starting no later than July 1, 2025.</p>	<p>Duties include but are not limited to the following:</p> <ul style="list-style-type: none"> ● Manage project coordination to implement all Coach LA activities. This may include: calendar management and logistics management (scheduling, equipment, facilities, etc.). ● Responsible for recruiting, engaging, training and managing Ambassador Leads. This may include coordinate with other agencies. ● Manage training events. This may include coordination with training partners, facilities, leaders, and other staff within RAP. ● Develop and maintain database for tracking full-time and part-time coach attendance and certifications. Project performance to be reported on a monthly basis. ● Perform community outreach in fulfillment of Coach LA recruitment needs.

	<ul style="list-style-type: none"> ● Identify and collect data from coaches, RAP staff, and other participants in support of development of impact stories for future marketing materials. ● On-boarding volunteers and partnering with volunteer leader to coordinate fingerprinting.
<p>Ambassador Leads or equivalent role will report to the Project Coordinator or equivalent and will assist in the implementation of all training activities.</p> <p>Ambassador Leads or equivalent role will be engaged no later March 31st, 2024 and will be fully funded by RAP. There will be fifteen (15) total Ambassador Leads or equivalent roles; three (3) for each of the following groups: Valley Region, Metro Region, Pacific Region, West Region and Aquatics.</p>	<p>Duties include but are not limited to the following:</p> <ul style="list-style-type: none"> ● Assist in the logistics of the Ambassador program, to include identifying and securing training locations, dates, and necessary materials. ● Coordinate with facilities to identify coaches. ● Distribute Coach Playbook and necessary training materials.
<p>Ambassador Trainers or equivalent role will consist of full-time staff from Recreation Coordinator to Senior Facility Directors. Ambassador Trainers or equivalent role will lead and support Coach LA trainings.</p> <p>Ambassador Trainers or equivalent role will be engaged no later March 31st, 2024 and will be fully funded by RAP. There will be four (4) total Ambassador Trainers or equivalent roles; one for each of the following groups: Valley Region, Metro Region, Pacific Region, West Region and Aquatics.</p>	<p>Duties include but are not limited to the following:</p> <ul style="list-style-type: none"> ● Lead part-time and full-time coach trainings on Coach LA Playbook including the 3 Be's. ● Participate in train-the trainer activities to become Coach LA lead trainers for RAP. ● Collect data to support an evaluation of the Coach LA Plan and Playbook.
<p>Administrative Marketing Interns will report to the Senior Project Coordinator or equivalent role and will assist in all marketing and social media efforts.</p> <p>Administrative Marketing Interns will be engaged no later March 31st, 2024 and will be fully funded by RAP. There will be two (2) total Administrative Marketing Interns.</p>	<p>Duties include but are not limited to the following:</p> <ul style="list-style-type: none"> ● Assist in the development of marketing materials and social media content for Coach LA and Playbook. ● Assists in the creation of content and messaging for various marketing materials, including program fact sheets, newsletter articles, event flyers and social media posts. Collects stories regarding youth and/or coaches impacted by the Coach Plan.

3. Party Obligations:

3.1. Los Angeles Parks Foundation will fulfill the following obligations for the Program during the Term referenced in Section 1 above:

- Support Coach LA Grant through writing and submitting grant reports.
- Identify new or current donors, partners, stakeholders or funders that support coach training.
- Work with RAP and NIKE in identifying key aspects for the evaluation of the Coach LA implementation plan.
- Assist in the development of the RAP Coach LA certification program, by identifying current stakeholders or new partners that support Coach LA and Coach Playbook.
- Help in the development of the marketing plan as well as outreach, which may include:
 - Event attendance
 - Feature Coach LA on Parks Foundation website

3.2. Partner and NIKE will fulfill the following obligations for the Program during the Term reference in Section 1 above:

<i>Partner Obligations</i>	<i>NIKE Obligations</i>
<i>Year 1 (2024)</i>	
<ul style="list-style-type: none"> ● Hire Senior Project Coordinator or equivalent position. ● Recruit and hire administrative support staff for Coach LA goals. ● Recruit and hire recreational support staff for the ambassadors train-the-trainer model including Ambassador Leads, Ambassador Trainers and Administrative Marketing Interns; managing logistics like site selection, set-up, and provision of virtual resources for all coach training. ● Secure general funds to support the Senior Project Coordinator and Project Coordinator positions. ● RAP will work with NIKE to secure consultants to develop an evaluation plan. ● Support the roll out and implementation of evaluation activities. ● Attend annual partnership meeting. 	<ul style="list-style-type: none"> ● In conjunction with CHJS, identify and develop training modules and materials. ● Input on rubric for hiring and selection of Senior Project Coordinator, Ambassador Leads and Ambassador Trainers. ● Support in delivering Ambassador experience. ● Support, at its discretion, on-site orientation, ambassador kit, and elevated moment. ● Deliver annual Coach Summit for full-time staff post-Summer 2024. ● Support in the development of assessment tool for pre/post- training. ● Fund evaluation of the Coach Plan and support the planning for the rollout and implementation of evaluation activities. ● Attend annual partnership meeting.
<i>Year 2 (2025)</i>	
<ul style="list-style-type: none"> ● Implement the citywide Ambassador program. ● Develop a process to streamline the recruitment and onboarding of volunteer coaches. ● Coordinate and develop part-time staff summit. 	<ul style="list-style-type: none"> ● Elevate Coaches experience which may include a coach kit, and elevated moment, at its discretion. ● Support the Development of assessment tool for pre/post- training. ● Deliver annual Coach Summit for full-time staff post-Summer 2025.

<ul style="list-style-type: none"> ● Introduce the Coach LA program to engage city government agencies, non-profits and universities to expand awareness and solicit support. ● Collection of stories for documenting Coaches' journey. ● Support the roll out and implementation of evaluation activities. ● Attend annual partnership meeting. 	<ul style="list-style-type: none"> ● Fund evaluation of the Coach Plan and support the planning for the roll out and implementation activities. ● Attend annual partnership meeting.
Year 3 (2026)	
<ul style="list-style-type: none"> ● Perform evaluations of training materials and training programs ● Establish a coach certification plan ● Coordinate with Partner's staff to analyze data collected and make revisions to implementation roll out. Coordinate and develop volunteer staff summit ● Seek out additional partnerships opportunities for Coach LA Initiative. Expand awareness of CoachLA plan on local, state and national platforms through attending and presenting at Parks and Recreation and sports conferences, conventions and seminar. ● Attend annual partnership meeting. 	<ul style="list-style-type: none"> ● Support strategic changes and implementation to the CoachLA plan consistent with evaluation findings. ● Support identification of new partners or organizations to create appendices to the Playbook. ● Fund evaluation of the CoachLA Plan and support the planning for the roll out and implementation activities. Support identification of professional sports teams, organizations and national governing bodies that support Coach LA initiatives. ● Deliver annual Coach Summit for full-time staff post-Summer 2026. ● Support RAP in national, state-wide, and locally in Coach LA conversations and presentations, which may include NRPA, CPRS, etc. ● Attend annual partnership meeting.
Year 4 (2027)	
<ul style="list-style-type: none"> ● Continue to expand awareness of CoachLA plan on local, state and national platforms through attending and presenting at Parks and Recreation and sports conferences, conventions and seminar. ● ● Develop and implement CoachLA Hub, and external online resource, including Women CoachLA, which may consists of volunteer interest forms, training videos, storytelling, CoachLA Playbook, etc. ● Collect Coach Plan impact on community involvement and engagement, which may include testimonials, job opportunities success stories, etc. ● Target potential partners for Coach LA. ● Coordinate and continue part-time staff summit. ● Attend annual partnership meeting. 	<ul style="list-style-type: none"> ● Support identification of new partners or organization to create appendices to the Playbook. ● Support strategic changes and implementation to the CoachLA Plan consistent with evaluation findings. Support identification of professional sports teams, organizations and national governing bodies that support CoachLA initiative. ● Support RAP in national, state-wide, and locally in Coach LA conversations and presentations, which may include NRPA, CPRS, etc. ● In conjunction with CHJS, support in development and brand alignment of the CoachLA Coach Hub, which may include, training modules, videos, images, etc. ● Deliver annual Coach Summit for full-time staff post-Summer 2027. ● Attend annual partnership meeting.

Year 5 (2028)	
<ul style="list-style-type: none"> ● Coordinate a recognition of sites and volunteers that have completed the RAP certified process. ● Continue to engage internal programs to help support the Coach LA department. ● Coordinate a conference to showcase findings from year 4 to community partners, city agencies and department. ● Confirm sustainability partners. ● Institutionalize and earmark internal funding for continuation of the Coach LA programming which can include the continuation of after 2028 and beyond (i.e., after the Term of this Program Scope). ● Seek out additional partnership opportunities to support Coach LA. ● Attend annual partnership meeting. 	<ul style="list-style-type: none"> ● Support identification of sport-specific training partners; following youth interest during LA28 Olympics. ● Support identification of professional sports teams, organizations, and national governing bodies that support Coach LA initiatives. ● Support RAP in national, state-wide and local CoachLA conversations or presentations, which may include NRPA, CPRs, etc. ● Deliver annual Coach Summit for full-time staff post-Summer 2028. ● Attend annual partnership meeting.

4. Objectives and Outputs:

OBJECTIVES	OUTPUTS
<p>Institutionalize Coach LA and Coach Playbook for full adoption and implementation by the Department during 2026</p>	<ul style="list-style-type: none"> ● Develop sustainable tools and resources to support coach recruitment, training, and growth of all Coaches. ● Create and strengthen the departmental infrastructure to support the adoption of the Coach Plan and Coach Playbook ● Complete a three-year measurement, evaluation and learning framework and data to inform and strengthen Coach Plan implementation and infrastructure. ● Deliver an annual Coach Summit to inspire and engage RAP staff in Coach LA framework. ● Raise awareness about Coach LA within the department and externally to local and national stakeholders. ● Engage CHJS for amplified coach trainings throughout the year.
<p>RAP will create, fund and sustain ambassador program within RAP for full Citywide adoption and implementation of Coach LA.</p>	<ul style="list-style-type: none"> ● Create a train-the-trainer model to build up internal capacity to deliver inhouse coach trainings. ● Hire Ambassador Leaders and Trainers to support all four regions and Aquatics program. ● Engage CHJS to develop model and train ambassadors.

<p>Set the standard of excellence for coaches to create early positive experience for youth in sports by developing a sustainable and long-term coach ecosystem. Develop coach ecosystem.</p>	<ul style="list-style-type: none"> ● Create an internal department to connect all department coaching activities across Los Angeles. This includes Senior Coach Coordinator, Coach Coordinator, Ambassador Leads, Ambassador Trainers and Marketing Interns. Work with existing partners and city department such as Youth Development Department and Youth & Family Services to recruit volunteers and establish an annual Coach Summit for full, part time and volunteer staff. ● Incentivize and reward coaches with a focus on growing the number of female and male coaches through product distribution. Product may be used for coach recruitment activities, training, and recognition. ● Incentivize and reward centers and staff with a focus on growing the number of all gender coaches through product distribution. Product may be used for coach recruitment activities, training, and recognition.
<p>Engage internal and external stakeholders to expand the program and maintain evergreen opportunities to serve youth across Los Angeles.</p>	<ul style="list-style-type: none"> ● Contribute to storytelling activities and amplify the impact to get and keep kids active and engage coaches with 2 stories per quarter highlighting impact of program on participants and coaches submitted to NIKE Made to Play Story Feed. ● Identify new or current donors, partners, stakeholders or funders that support coach training. ● Present Coach LA at local and national conferences.

5. Reporting, Measures & Evaluations

5.1. Reporting. Periodic reporting will be submitted to NIKE through its Grant Portal. Each required report, shall include, but is not limited to, information related to the Grant Objectives identified in the table below, or additional Grant Objectives, as reasonably directed by NIKE, along with additional impact and required attachments, if any.

Grant Objective	Name	Due Date
GOBJ-0001618	Investment Demographics – FY 2024	05/15/2024
GOBJ-0001653	Engage internal & external stakeholders to expand the program and maintain evergreen opportunities to serve youth across Los Angeles.	05/31/2024
GOBJ-0001657	Set the standard of excellence for coaches to create early positive experience for youth in sports by developing a sustainable and long-term coach ecosystem. Develop coach ecosystem.	05/31/2024
GOBJ-0001663	Institutionalize Coach LA and Coach Playbook for full adoption and implementation by the Department during 2026.	05/31/2024

GOBJ-0001647	RAP will create, fund, and sustain ambassador program within RAP fir full Citywide adoption and implementation of Coach LA.	06/28/2024
GOBJ-0001615	RAP will create, fund, and sustain ambassador program within RAP fir full Citywide adoption and implementation of Coach LA.	12/31/2024
GOBJ-0001619	Investment Demographics – FY 2025	05/15/2025
GOBJ-0001648	Institutionalize Coach LA and Coach Playbook for full adoption and implementation by the Department during 2026.	05/30/2025
GOBJ-0001650	RAP will create, fund, and sustain ambassador program within RAP fir full Citywide adoption and implementation of Coach LA.	05/30/2025
GOBJ-0001654	Engage internal & external stakeholders to expand the program and maintain evergreen opportunities to serve youth across Los Angeles.	05/30/2025
GOBJ-0001658	Set the standard of excellence for coaches to create early positive experience for youth in sports by developing a sustainable and long-term coach ecosystem. Develop coach ecosystem.	05/30/2025
GOBJ-0001620	Investment Demographics – FY 2026	05/15/2026
GOBJ-0001649	Institutionalize Coach LA and Coach Playbook for full adoption and implementation by the Department during 2026.	05/29/2026
GOBJ-0001655	Engage internal & external stakeholders to expand the program and maintain evergreen opportunities to serve youth across Los Angeles.	05/29/2026
GOBJ-0001659	Set the standard of excellence for coaches to create early positive experience for youth in sports by developing a sustainable and long-term coach ecosystem. Develop coach ecosystem.	05/29/2026
GOBJ-0001614	Institutionalize Coach LA and Coach Playbook for full adoption and implementation by the Department during 2026.	12/31/2026
GOBJ-0001621	Investment Demographics – FY 2027	05/14/2027
GOBJ-0001656	Engage internal & external stakeholders to expand the program and maintain evergreen opportunities to serve youth across Los Angeles.	05/28/2027
GOBJ-0001660	Set the standard of excellence for coaches to create early positive experience for youth in sports by developing a sustainable and long-term coach ecosystem. Develop coach ecosystem.	05/28/2027
GOBJ-0001651	Institutionalize Coach LA and Coach Playbook for full adoption and implementation by the Department during 2026.	05/31/2027

GOBJ-0001617	Engage internal & external stakeholders to expand the program and maintain evergreen opportunities to serve youth across Los Angeles.	12/31/2027
GOBJ-0001622	Investment Demographics – FY 2028	05/15/2028
GOBJ-0001652	Engage internal & external stakeholders to expand the program and maintain evergreen opportunities to serve youth across Los Angeles.	05/31/2028
GOBJ-0001661	Set the standard of excellence for coaches to create early positive experience for youth in sports by developing a sustainable and long-term coach ecosystem. Develop coach ecosystem.	05/31/2028
GOBJ-0001623	Investment Demographics – FY 2029	12/15/2028
GOBJ-0001616	Set the standard of excellence for coaches to create early positive experience for youth in sports by developing a sustainable and long-term coach ecosystem. Develop coach ecosystem.	12/31/2028
GOBJ-0001662	Institutionalize Coach LA and Coach Playbook for full adoption and implementation by the Department during 2026.	12/31/2028
GOBJ-0001664	Engage internal & external stakeholders to expand the program and maintain evergreen opportunities to serve youth across Los Angeles.	12/31/2028
GOBJ-0001665	RAP will create, fund, and sustain ambassador program within RAP fir full Citywide adoption and implementation of Coach LA.	12/31/2028

5.2 Measurement & Evaluation

5.2.1 Metrics: LA Rec and Parks will utilize the existing database to capture baseline data on an annual basis, which may include the number of coaches engaged, demographics, etc.

5.2.2 Evaluation and Learning Activities: Subject to NIKE’s advice and consent, LA Rec and Parks shall engage a third-party to evaluate Coach LA on an annual basis for the first three (3) years of the Term referenced in Section 1 above.

6. Disbursement Schedule

<i>Disbursement Date</i>	<i>Disbursement Type</i>	<i>Disbursement Value</i>	
		<i>Currency</i>	<i>Amount</i>
1/24/2024	Cash	USD	\$500,000.00
7/8/2024	Product	USD	\$50,000.00
7/7/2025	Product	USD	\$50,000.00
1/5/2026	Cash	USD	\$125,000.00
7/7/2026	Product	USD	\$50,000.00
1/5/2027	Cash	USD	\$75,000.00
7/6/2027	Product	USD	\$50,000.00
1/6/2028	Cash	USD	\$50,000.00

7/6/2028	Product	USD	\$50,000.00
		<i>Cash Subtotal:</i>	\$750,000.00
		<i>Product Subtotal:</i>	\$250,000.00
		<i>Combined Total:</i>	\$1,000,000.00

Partner agrees to allocate the Partnership Funds disbursed above solely for the following purposes:

- \$185,000.00 to hire a Senior Project Coordinator (new position)
- \$100,000.00 to support Project Coordinator position (existing position)
- \$55,000.00 Contingency
- \$250,000.00 Product Allowance (At Retail)
- \$150,000.00 Training Activities
- \$150,000 Third-Party Evaluator for Measurement, Evaluation and Learning activities for Years 1-3
- \$60,000 (6%) LAMP
- \$50,000 Indirect Costs

5. Additional Terms: None.

EXHIBIT B
NIKE'S CODE OF CONDUCT: INSIDE THE LINES

EXHIBIT C
BRAND NAMES OF CUSTOMER COMPETITORS

- Adidas
- Anta
- Asics
- Billabong
- Brooks
- Champion
- Fila
- Keds
- LA Gear
- Li Ning
- Lululemon
- Mizuno
- New Balance
- O’Neill
- PF Flyers
- Pony
- Puma
- Quicksilver
- Reebok
- Rip Curl
- Russell
- RVCA
- Saucony
- Skechers
- Toms
- Under Armour
- Vans
- Volcom



INSIDE THE LINES



NIKE CODE OF CONDUCT

WELCOME

Every day, we make decisions that affect Nike as a company. No matter where we sit, our choices have significant impact on our reputation and trust with consumers, teammates, investors, and stakeholders ranging from local communities to governments around the world. In other words, what we do matters – and so does our judgment.

That's why Nike's Code of Conduct is so important. It provides the basic legal framework and essential behaviors that help us make the right decisions. In a world of constant transformation, it is impossible to spell out every ethical scenario we could potentially face. Instead, the Code offers us a shared vision, one that outlines who we are and how we work.

I urge all Nike employees to be guided by both the letter and the spirit of our Code of Conduct. Sometimes, identifying the right thing to do isn't an easy call. If you aren't sure, don't be afraid to speak up and seek guidance from any of the resources identified in the Code. I can't overstate the importance of staying diligent in reporting any concerns or potential violations of the Code as soon as they arise – without exception. As an organization, we cannot and will not tolerate any retaliation or negative reaction against employees who raise concerns.

As you read our refreshed Code of Conduct, I hope you will consider what it says and use it as a guide. Strive to do good in all that you do. Speak up if you have a concern or see something wrong, and ask for help when faced with difficult situations.

At Nike, we are naturally competitive. But throughout it all, we want to win fairly and, as always, win as a team.



Best,

A handwritten signature in black ink that reads "Ann M. Miller".

Ann Miller
EVP, Chief Legal Officer

OUR HERITAGE

On a cold, rainy day in Portland, Oregon, a coach and his former athlete met for lunch to discuss a possible business partnership. One hour later, Phil Knight and Bill Bowerman shook hands, founding the company that would later become Nike. It was January 25, 1964.

The culture of the company they founded can be seen in that handshake: Trust. Honesty. Shared excitement. Commitment. The ideals embodied in that moment come to life every time somebody interacts with us, our brands and our business.

Today, we serve our athletes in virtually all countries around the world. It's our relentless focus on doing right for the consumer that has driven our growth over the decades. Continuing to capture that growth requires sustained focus and commitment. Like the athletes who inspire us, we work hard every day. Our values, reflected in our Maxims, are unbreakable and everlasting.

As our team grows in size, we remain united by a love of sport. It teaches us to be competitive, but always play fair. To be inclusive, collaborative and respectful. To give back by improving lives in the communities where we live and work – proving that our commitment to athletes isn't just what we do, but in how we do it. We are passionate about our own potential, and when we're working together there's no telling what we can do.

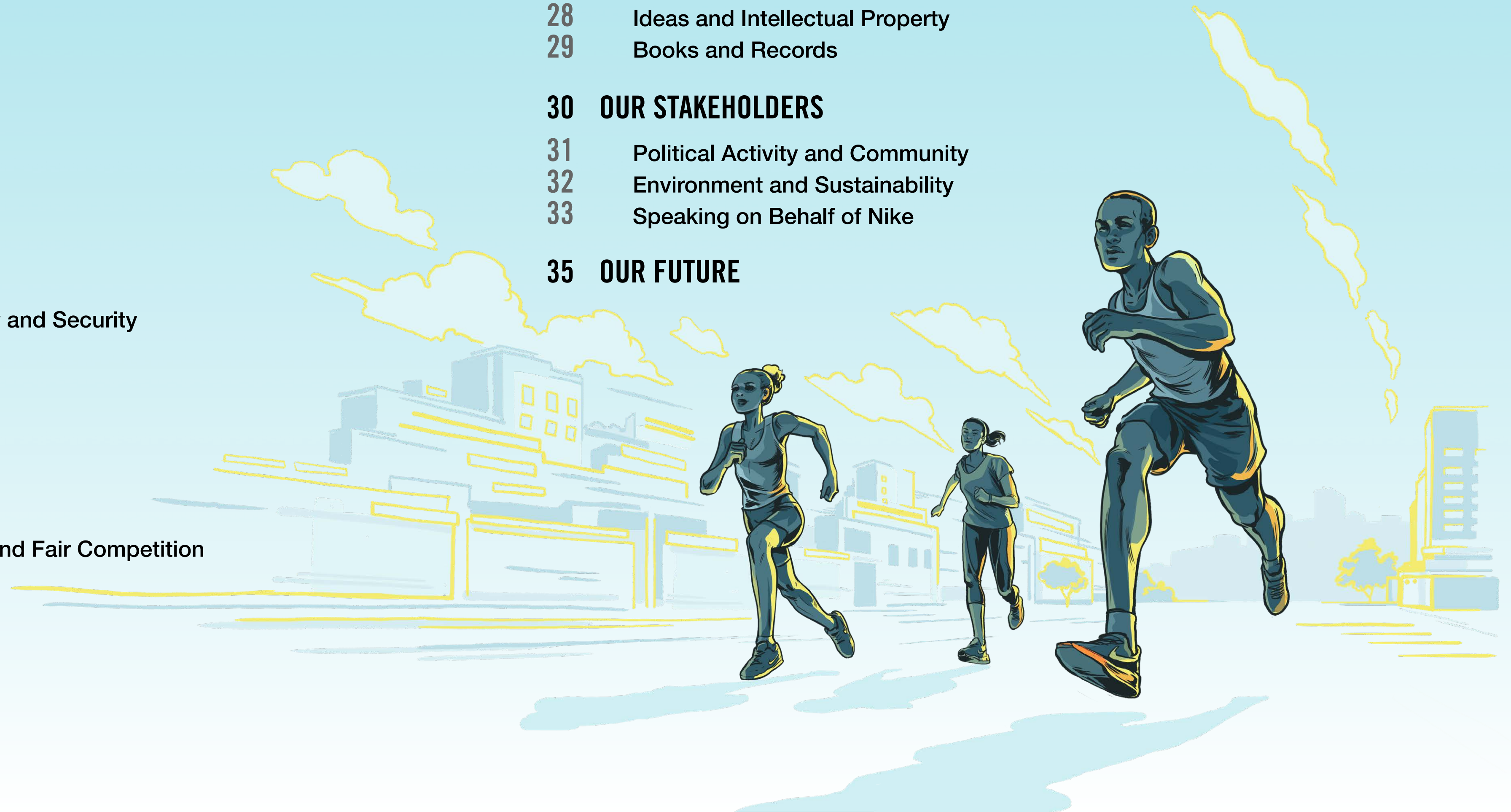
The Maxims

- 1 SERVE ATHLETES***
- 2 CREATE THE FUTURE OF SPORT**
- 3 BE ON THE OFFENSE ALWAYS**
- 4 DO THE RIGHT THING**
- 5 WIN AS A TEAM**

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OUR RESPONSIBILITIES

- 5 ACT LIKE AN OWNER**
- 6 PLAY FAIR**
- 8 SPEAK UP**

About the Code

The Nike Code of Conduct provides an overview of the laws, regulations and company policies that apply to us and the work we do, but it does more than that. It builds upon the values we share. That's why we require our employees and Board members to comply with both the letter and spirit of the Code and make decisions that will preserve the trust that others have placed in us. We also expect those who we do business with to share and observe these same values.

To help with deeper understanding, the Code includes practical examples and links to additional resources to learn more.

Above all, if you're ever unsure about the right course of action to take, just ask for help – from your manager, Human Resources at **HR Direct** or the Ethics & Compliance Office at **ECO@nike.com**.



ACT LIKE AN OWNER

Use Nike's resources in a way that would make you proud

At Nike, we know the importance of Doing the Right Thing. No matter how big Nike may get, we stay accountable by making the best possible decisions around people, assets and resources. We must always use an “edit to amplify” approach to the opportunities before us, to be intentional about choosing those investments that deliver the most impact to our business.

The choices we face aren't always easy. Many decisions can appear to fall into a gray area. Some may have an emotional aspect and can even become personal; remaining objective while making decisions about resources can be difficult. When considering these tough choices, we must strive to always think through all possible outcomes and commit to owning the results. In the end, you are the one who will own the result, so make the best decision you can.

This roadmap is intended to help you navigate through the decision-making process: if the answer to each question below is “yes,” then you have done your due diligence. But if the answer is “no,” even once, please consider seeking more feedback or guidance from others before moving forward.

1

Follow the Rules

Does it follow Nike policy and the law?

2

Serve Nike's Interests

Does it serve a legitimate Nike business purpose and not just one personal to me?

3

Drive Efficiency

Have I explored a smarter, faster, more economical way to achieve the same result?

4

Consider Implications

Have I considered how this decision might affect others (consumers, shareholders, partners, employees, competitors and the community)?

5

Accept Responsibility

Have I considered how this decision will look to others and how I would feel if it were to be made public?





PLAY FAIR

Act with integrity, and inspire others to follow your lead

As members of the Nike team, we count on each other to live our values and act ethically. Have this commitment in mind as you watch over every business relationship, every transaction and every product – and make sure your actions always reflect our values. Follow our Code as well as the laws and regulations of the countries where we work, and protect what we've built.

If you manage people, you have an even greater responsibility – a special obligation to demonstrate high performance with high integrity. Lead by example, making sure your team members know the Code is a resource for them and that there is no difference between what you do and what you expect from others.

Acting with integrity is about more than reading a set of policies and checking a box. It's about always acting ethically – in the small moments, as well as the big ones. It's about holding each other accountable every day we go through our jobs. And it's about feeling OK with asking for help from others.

Everything we do matters, and we are all in this together.

“ACTING WITH INTEGRITY IS ABOUT MORE THAN READING A SET OF POLICIES AND CHECKING A BOX.”



SPEAK UP

Make your voice heard, even if it's just to ask a question

We know it takes courage to come forward and share your concerns. Nike believes in – and will always advocate for – a culture where all employees feel respected and included. We are strongest when everyone's voice is heard; it's only in a culture of openness and honesty that we can all do our best work.

If you see or suspect anything illegal, unethical or inappropriate, it may seem easier or safer to look the other way or let someone else take the lead. But misconduct affects all of us. Please speak up if you see or experience something, anything, that does not align with our values. You do not need to be sure something is wrong or have all the details to raise a concern, though the more detail you can provide, the more effective an investigation will be. You may report your concern anonymously, where permitted by law. You can trust that Nike will treat your report seriously, fairly and promptly. And if something needs to be fixed, we will take action.

We don't tolerate retaliation. We will take all appropriate actions to prevent adverse consequences for raising a concern about potential misconduct or in cooperating with an investigation. Anyone who retaliates against an employee for these activities will be subject to disciplinary action, up to and including termination.

When you speak up, you are protecting yourself, your colleagues and Nike. Seeking help is always the right thing to do.

The process for raising a concern should be easy. That's why there are a variety of ways to do so.

Choose the reporting option you are most comfortable with – whichever option you choose, we will take appropriate actions to protect your confidentiality as best as possible.

- Use the **Speak Up Portal** either by phone or through the website. Where permitted by law in your country, your reports may be made anonymously; the Speak Up Portal is hosted by an independent third party.
- Contact **Human Resources** or the Ethics & Compliance director in your geography.
- Contact the **Ethics & Compliance Office**.
- Contact your manager or another leader on your team.

WHAT IF...?

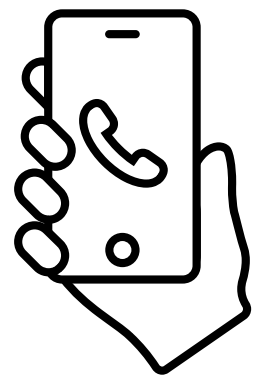
I feel unsure about reporting a concern about someone in a leadership position. I don't want them to find out I said something. What should I do?

It's important to voice your concerns, no matter who the person in question may be. Nike takes all appropriate actions to protect the identity of someone sharing information, as well as the confidentiality of the information being shared. You may report your concern using the Speak Up Portal and choose to remain anonymous, where permitted by law.

OK, I spoke up and raised my concern about the person in a leadership position. I feel like my peers are holding this against me. What should I do?

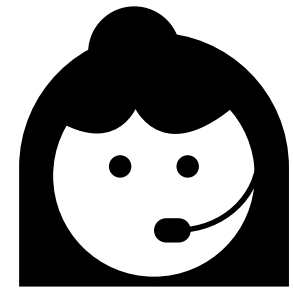
We do not tolerate retaliation by anyone, including your peers, in any form, whether overt or subtle. So if you feel like any teammate, be it a manager or a peer or anyone else, is retaliating against you for speaking up, get help from **Human Resources**, the **Ethics & Compliance Office** or use the **Speak Up Portal**.

WHAT HAPPENS WHEN I CALL THE SPEAK UP PORTAL?



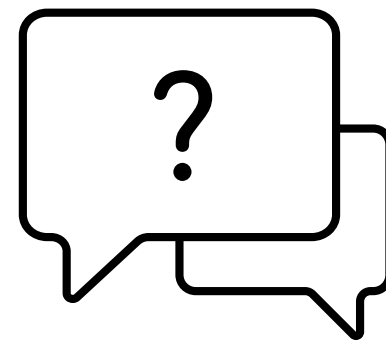
1

Call the **Speak Up Portal** to report a concern or ask a question. Remember, we maintain the confidentiality of every call as best as possible through the process.



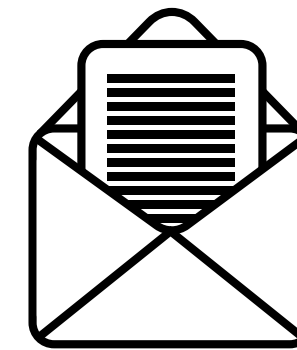
2

Your call is answered by a third-party representative who specializes in hotline calls.



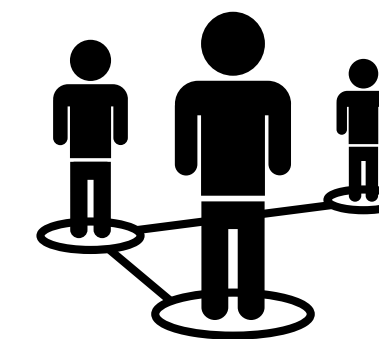
3

The representative will ask details about your concern or question. Subject to local law, you may choose to stay anonymous and/or decline to provide answers to any questions. At the end of the call, you will receive a report ID number that you can use to check on the status of your matter or provide additional relevant information.



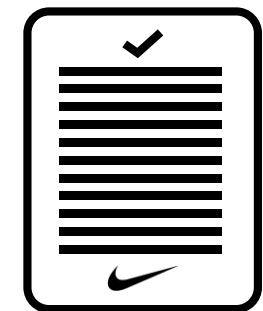
4

The representative then notifies the Nike Speak Up team that a new concern or question has been raised.



5

The Nike Speak Up team reviews the matter and assigns it to an appropriate Nike expert for follow-up, which may include reaching out to you for more information if you have shared your identity.



6

Nike will take appropriate action. Often, we are unable to share details about the resolution with you to respect and preserve confidentiality for all people involved.

WHAT HAPPENS IF WHAT I SAY STARTS AN INVESTIGATION?

LEARN MORE

► [Policy on Investigations](#)

Nike takes all allegations of misconduct or other wrongdoing seriously and will investigate them thoroughly. In some cases, Nike is legally required to report an investigation either internally or externally.

No employees should initiate or conduct investigations relating to any concern or allegation of misconduct or violation of the Code on their own. Depending on the nature and seriousness of the allegation, the investigation may be conducted by the Ethics & Compliance Office, Legal, Global Investigations, Operational Resilience, Loss Prevention, Employee Relations or other internal investigative functions. The reason is simple: If processes aren't followed, or if someone begins an investigation without the authority to do so, there is a greater risk for errors that may compromise confidentiality, violate the law, damage our reputation, jeopardize Nike's investigative process or undermine a fair investigation. Having the experts evaluate allegations and determine the appropriate function to investigate helps prevent missteps and ensures a thorough and fair process.

To that end, it is the role of all managers who receive concerns of misconduct or violations of the Code from employees to report those allegations using an appropriate reporting channel, including the **Speak Up Portal**, **Human Resources** and the **Ethics & Compliance Office**.

It is incredibly important for Nike employees to cooperate with ongoing internal investigations to ensure that relevant facts are discovered and evaluated. If requested, please cooperate fully and provide complete and timely answers to questions and comply with document and information requests by Nike's investigators.

OUR TEAM

- 12 MATTER OF RESPECT**
- 13 CONFLICTS OF INTEREST**
- 15 WORKPLACE HEALTH,
SAFETY AND SECURITY**

An Ethical Workplace

Our company represents the diversity of the world around us – but when we come to work, we act as one team. We stand by each other, include each other and value each other’s contributions – believing everyone should have an equal chance to succeed. We do things the right way, acting with the principles we know the world expects from Nike.





MATTER OF RESPECT

A culture of inclusion allows each employee to reach their potential

We treat one another with respect, period. Nike prohibits harassment and discrimination, and seeks to prevent it every way it can.

Diversity and inclusion are our strengths. As we welcome one another's backgrounds and experiences we become stronger together. We know people work best in an environment free from harassment and discrimination. We expect everyone to uphold this fundamental principle of fairness – including our colleagues, visitors and partners.

We stand up to bullying or diminishing conduct of any kind (physical, verbal or visual). Please speak up and report it if you see or suspect inappropriate behavior.

WHAT IF...?

I think one of my coworkers is being harassed, but I don't hear them ever complain about it. What should I do?

We don't stand idly by when something doesn't seem right. If you're comfortable doing so, ask your coworker about the situation. If he or she is hesitant to make a report, and you still have concerns, you'll be doing the right thing if you contact your manager, **Human Resources** or the **Ethics & Compliance Office**. You can also share your concerns on the **Speak Up Portal**.

My manager sometimes speaks to me in a way that I feel is condescending and diminishing. Sometimes I feel bullied. What do I do?

Speak up. Bullying in the workplace can be obvious or may be more subtle. It includes both verbal and physical abuse or violence. We want all our employees to experience a respectful workplace. So, if someone says or does something that you feel does not meet our expectations of how we should behave in the workplace, speak up – either directly to the person or talk to your manager, **Human Resources** or use the **Speak Up Portal**.

LEARN MORE

► **Policy on Inclusion and Prohibition of Discrimination, Retaliation and Harassment in the Workplace**

CONFLICTS OF INTEREST

Avoid any actions that are at odds, or could appear to be at odds, with the interests of Nike

Nike respects the rights of its employees to partake in activities – financial, business or otherwise – outside of work, as long as that activity does not interfere with Nike’s interests or the parameters of your employment.

But conflicts with Nike must be avoided. If you use your position at Nike for personal gain, that’s a conflict. And if your personal activity could compromise – or even appear to compromise – your ability to make the best business decisions for Nike, that’s a conflict.

Learning to recognize potential conflicts of interest can help you avoid one. A conflict can happen when you supervise or conduct business with someone with whom you have a close personal relationship. And it can also happen when you own, invest in or do work for a company that competes, does business or wants to do business with Nike. A conflict can even happen if you simply accept, give or offer gifts, hospitality or favors from or to parties doing business with Nike.

Potential conflicts can often be resolved with an open and honest discussion. Remember: having a conflict of interest is not necessarily a violation of our Code, but failing to disclose it is.

WHAT IF...?

I just learned that my manager has a romantic relationship with someone in their line of reporting. Is that OK?

No, it is not OK and Nike discourages such relationships. While Nike respects the privacy and personal life of its employees, we should avoid any misunderstandings, complaints or perceptions of favoritism – anything that might disrupt the workplace – that can result from romantic relationships between a manager and an employee that the manager supervises. Managers who are entering into a relationship with an employee in their line of reporting must disclose the relationship to **Human Resources**, who will then recommend steps to help resolve the matter appropriately.

Always keep in mind that regardless of reporting structure, romantic relationships between employees should not cause disruption or have a negative effect on the work environment or create a conflict of interest for either employee involved.

I’m a store athlete, and my Head Coach goes out to lunch every day with another store athlete. They also golf together almost every weekend. I think this is unfair, but does it violate the Code of Conduct?

It depends. Of course it is fine to go to lunch with Nike teammates. Having said that, given the reporting relationship, the frequency of the lunches and weekend golfing, it could be a conflict or perceived as favoritism. All managers must avoid even the appearance of conflict or special treatment. If you have any concerns, please contact **Human Resources** or use the **Speak Up Portal**.

LEARN MORE

- ▶ [Policy on Conflicts of Interest](#)
- ▶ [Policy on Gifts, Hospitality and Other Payments](#)

**“POTENTIAL CONFLICTS
CAN BE RESOLVED WITH
AN OPEN AND HONEST
DISCUSSION.”**



WORKPLACE HEALTH, SAFETY AND SECURITY

We are committed to safeguarding the health of our people

We promote healthy lifestyles and workplaces. And we support activities that enhance employees' health, wellbeing and work-life balance. As we encourage others to make sport a daily habit, we believe in the same for our employees too.

Our belief in health and safety in the workplace extends to our visitors. And we fully expect our suppliers, contractors and other business partners to place an equally high priority on health and safety in their operations.

We do not tolerate any acts or threats of violence. Subject to and consistent with local law, we prohibit or restrict weapons on all of the company's premises.

WHAT IF...?

My ex-partner is threatening my safety, and knows where I work. My ex is still friends with other Nike employees, and I'm nervous about what might happen to me if I say something. What should I do?

Say something. This person is a threat to your safety and the safety of the other Nike employees. Reporting this security issue lets us better protect everyone.

My team is having a happy hour in the office on Thursday afternoon. Am I allowed to drink alcohol on Nike premises?

It depends. In general, Nike allows alcohol in its offices, but offices in some countries, stores and distribution centers may have other policies. Check with your manager and any applicable policies. In any event, drinking to the point of impairment is never tolerated. Never drink in a way that leads to inappropriate behavior, endangers the safety of others or violates the law.

Also, take care to make sure people who don't or can't consume alcohol feel included and welcome in whatever event you plan on hosting. We're at our best when everyone feels included and a part of the team.

OUR REPUTATION

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- 18 GIFTS AND HOSPITALITY**
- 19 PRODUCT SAFETY**
- 20 TRADE COMPLIANCE**
- 21 BUSINESS RELATIONSHIPS
AND FAIR COMPETITION**
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An Obligation to Ourselves

Over the years, Nike has earned the trust of billions of consumers who look to us for inspiration. But this is only possible if we maintain our positive standing in the cultural landscape. There's no expectation of perfection; everyone makes mistakes from time to time. But we can all strive to think and act with an eye toward preserving Nike's positive reputation in the world. It's too precious to do anything less.

BRIBERY AND CORRUPTION

The rule is simple:
Don't bribe anybody, anytime, for any reason

We do not offer, promise, give or accept money or anything of value to or from third parties to get an improper business advantage. Any of these actions constitutes a bribe.

Anti-bribery laws apply in every country where Nike does business. Criminal penalties to you and Nike for violating these laws are severe. There is no monetary threshold, so even a small or minor improper gift or donation could be construed as a bribe. Maintain accurate and transparent books and records, so all payments can be honestly described and documented.

We take particular care when working with or evaluating prospective third parties, including agents who may interact with government officials or business partners on behalf of Nike. We don't use them to do anything that is prohibited by law, our Code or Nike policies.

LEARN MORE

- ▶ Policy on Anti-bribery and Anti-corruption
- ▶ Policy on Government Official Expenses and Gifts
- ▶ Policy on Gifts, Hospitality and Other Payments
- ▶ Policy on Comp Product

WHAT IF...?

I know someone who works in the Department of Customs. This person asked if I would be willing to hire their relative as an intern for the summer even though I know they aren't qualified. Would it be OK if I offer the relative a position or recommend them to another department for a position?

No. All decisions relating to hiring should be approved by Talent Acquisition. Offering the official's relative a position or ensuring they receive special consideration in the hiring process could be considered a form of bribery. Please direct all requests for employment or internships to Talent Acquisition or reach out to **Human Resources** or the **Ethics & Compliance Office** for help.

We are in the middle of negotiating a big contract with a potential vendor. The vendor just gave me NBA courtside tickets. Is it OK to accept the tickets?

Probably not. Accepting anything of value – including event tickets, gifts, excessive meals or hospitality – from a vendor while negotiating a contract with them creates a potential conflict of interest and could also violate our policy on gifts, hospitality and other payments. Discuss with your manager to determine the best course of action to take.

GIFTS AND HOSPITALITY

Keep business courtesies infrequent and of appropriate value

Providing gifts or hospitality to a third party has its time and place. But it's to be avoided when it compromises professional judgment, creates a conflict of interest, makes you or anyone else feel a sense of obligation or is illegal in the country in which it occurs.

We do not offer, give or accept gifts of cash (or cash equivalents) in any business relationship. As a rule, never offer or give anything of value to a government official, unless you have approval in advance from the **Ethics & Compliance Office**.

Gifts and hospitality may be accepted or given only if they strictly adhere to our policy on gifts, hospitality and other payments and are within the monetary limits prescribed for your function, department or territory.

In some situations, gifts and hospitality above prescribed monetary limits may be appropriate. For example, it may be appropriate to give or receive gifts and hospitality that are directly related to our industry (e.g., Nike product, event tickets or sports memorabilia) when demonstrating Nike's commitment to athletes, amplifying sport and the Nike brands and building goodwill with business partners.

Remember, all gifts and hospitality must be in compliance with applicable law and always record all gifts and hospitality accurately in our books and records.

WHAT IF...?

I hear my team has a "no gifts" policy. Is that true?

It's possible. While Nike's policy on gifts, hospitality and other payments provides general guidelines as to the monetary limits for gifts and hospitality, a specific function, department or territory may impose more restrictive limits. Always check with your manager or the **Ethics & Compliance Office** first to see what limits apply to you.

I received a gift from a vendor I know I can't accept. What should I do?

Return the gift to the vendor and politely explain our policy. If the gift is something perishable, like flowers or a food basket, where return is not really an option, place it in a common area in the office where it can be enjoyed by everyone.

LEARN MORE

- ▶ **Policy on Gifts, Hospitality and Other Payments**
- ▶ **Policy on Government Official Expenses and Gifts**
- ▶ **Policy on Comp Product**



WHAT IF...?

A test we perform on a product is repeated further down the production line. Why not skip the first test – wouldn't that speed up delivery?

Skipping a required test is never OK. If you have ideas for improving efficiency, it's great to share them. But unless the process is evaluated and modified, it's critical to complete every step, as required, to make sure we're delivering a safe, high-quality product every time.

Can I source promotional items from vendors other than those approved or preferred by Nike's procurement and product safety teams?

It depends. Certain products, like promotional item orders, require special approval from the Procurement and Product Safety teams. Reach out for help if you aren't sure.

PRODUCT SAFETY

We never compromise on the quality of our products

Consumers worldwide trust us to deliver products that are innovative, inspiring and safe. We are committed to high standards of consumer and environmental safety for all our products and packaging.

We do not take shortcuts that could compromise the quality or safety of any of our products. However, if you have a concern regarding product safety, immediately report it – and encourage others to do the same.

In addition to maintaining our values, there are many laws we must follow. We adhere to safety, health, environmental protection and labeling requirements for products in compliance with all applicable laws. And we work with the factories that make Nike products to meet our standards for compliance, health, safety and quality. As part of this work, we regularly review contracted factories to assess their ability to meet our high standards.

LEARN MORE

- ▶ [Supplier Code of Conduct](#)
- ▶ [Code Leadership Standards](#)
- ▶ [Chemistry Playbook and Restricted Substances List](#)

TRADE COMPLIANCE

We comply with all trade laws and regulations that apply to us

Both U.S. and international trade laws control where Nike can send or receive our products and services. These laws are fairly complex. But the bottom line is this: If you are in any way involved in sending or making available Nike products or services from one country to another, work with your manager to be sure the transaction stays within the bounds of applicable laws.

This includes strict compliance with international trade sanctions. And when importing product, always accurately classify, value, determine country of origin and specify all facts reportable to customs authorities.

We also don't participate in or promote boycotts anywhere in the world that the United States doesn't support. We are obligated to report requests to comply with certain boycotts to the U.S. government. If you become aware of such a request, or if you have any questions about sanctions or boycotts, contact the **Ethics & Compliance Office**. We fully expect our partners to demonstrate this same commitment.

LEARN MORE

- ▶ Policy on Trade Restrictions
- ▶ Supply Chain Security Statement



WHAT IF...?

A footwear line I'm working on is over budget and we need to cut costs. Our factory partner told me we can save 15% if we tell the customs authority that the textile uppers are leather. Is it a problem if we change the description of the product to save on customs duties?

Yes, it's a problem. False representations to customs authorities can mean fines, seizures and the loss of import privileges. We play fair and comply with all applicable laws.

BUSINESS RELATIONSHIPS AND FAIR COMPETITION

We compete hard but play fair, everywhere we do business

At Nike, we are fortunate that many companies worldwide would like to do business with us. Consequently, we choose who we do business with carefully. Our aim is to always create productive relationships with organizations that share our values, meet their commitments and comply with the law.

We compete fairly and comply with all applicable antitrust and competition laws in the countries where we operate. We should avoid discussing any of our business strategies or plans with competitors, even informally.

Nike is committed to complying with anti-money laundering laws throughout the world. As a company, we simply won't tolerate or participate in any such activity. As always, report any suspicious activity to the **Ethics & Compliance Office** immediately.

WHAT IF...?

I'm a store athlete and I have some friends who work in competitor stores in the mall. Sometimes they ask me about our hourly sales targets and how we price footwear for the next season. Is it OK to give them that information if I keep it vague?

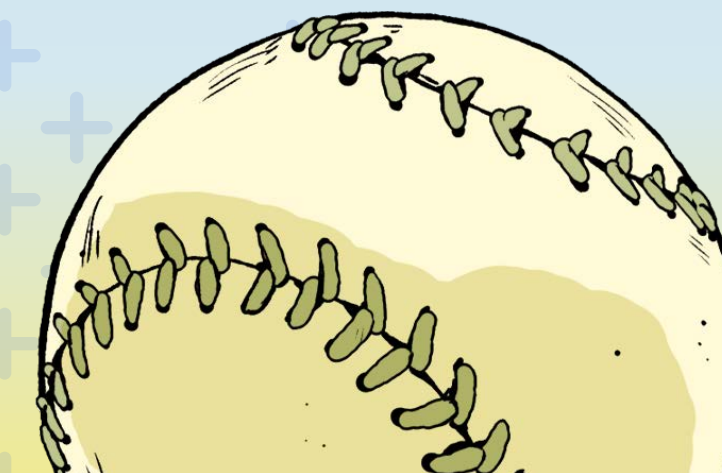
No. Sales targets, future product pricing and any financial information are confidential information. In addition to violating agreements you may have signed with Nike when you were hired, you also may be violating competition laws that limit these discussions. We must independently set our product prices.

My retail customer keeps discounting below our recommended price. Can I ask them to maintain pricing as recommended by Nike?

No. We cannot control the prices that our distributors and retailers charge in the marketplace.

LEARN MORE

- ▶ Competition Law Compliance Program
- ▶ Policy on Contracts
- ▶ Policy on Global Spend Authorization





**“WE CHOOSE WHO WE DO
BUSINESS WITH CAREFULLY.”**



WHAT IF...?

I have access to systems that allow me to see the websites employees access on their work devices. A manager asked me if I could check to see if one of her employees was looking for a new job. Should I?

No. You should not use your system access to do so. Even if the manager has a good reason to ask the question, it is not your responsibility to answer it, and using your access to the data for that purpose would be a serious violation of employee trust. Contact the Privacy Team at privacy.office@nike.com if you have any questions.

DATA PRIVACY

To deliver the best products and experiences, our consumers, employees and athletes must trust us with their personal data. It is everyone's responsibility to maintain that trust by managing personal data in appropriate and respectful ways.

We are transparent and honor individual choice. We only use data in the ways we communicated when collecting it. If we want to use it for a new purpose, we get new permission.

We collect and use only the data we need to perform our jobs, and keep it only as long as we need to. And we never use data for personal benefit.

We only share data outside the company with partners who share our commitment to managing data appropriately and lawfully.

Respecting personal data is not only the right thing to do, it is what the law requires. Unauthorized use can result in legal penalties and harm to Nike's brand reputation.

Always follow Nike policies when handling personal data – and when in doubt, contact the Privacy Team at privacy.office@nike.com.

LEARN MORE

- ▶ [Policy on Employee Privacy](#)
- ▶ [Policy on Consumer Privacy](#)

INSIDER TRADING

Don't use or share nonpublic information to buy or sell stock

We share necessary and appropriate information about Nike's business with our teammates to help us get our work done. Some of this information isn't available to the public and may be what United States securities laws deem to be material: sensitive and important enough that it could influence an investment decision. To use material nonpublic information to buy or sell stock – or to pass it along to someone else so they may do so – could constitute insider trading. Insider trading not only violates our Code, it violates the law. Don't do it.

You can help to prevent insider trading by keeping Nike information tight. Don't share material nonpublic information with anyone, including family and friends. In addition, if you need to share confidential information with a third party as part of your job, make sure the party receiving the information has signed a non-disclosure agreement or is otherwise required to keep the information confidential.

Two good rules of thumb: Share sensitive Nike information with colleagues only when absolutely needed to accomplish your business objectives. And never discuss sensitive or nonpublic information in open spaces.

LEARN MORE

- ▶ [Policy on Insider Trading](#)
- ▶ [Visit the Office of the Corporate Secretary](#)

WHAT IF...?

My brother asks me whether it's a good time to buy Nike stock. Can I mention an upcoming acquisition to him? His buying stock wouldn't benefit me personally.

You should not share any nonpublic information with your brother. If he buys or sells stock based on nonpublic information that you give him, you and he could be in violation of the law. And you would definitely be in breach of Nike policy simply by sharing that information, regardless of whether your brother uses it or benefits from it.

I just saw that the acquisition I was going to mention to my brother is now being reported in the press. Can I recommend my brother buy Nike stock using that information?

In most cases, yes, you or anyone may purchase stock using that information since it appears in a public forum and it is not based on anything you know because of your relationship with Nike.

OUR ASSETS

- 26 PROTECTING NIKE'S ASSETS**
- 28 IDEAS AND INTELLECTUAL PROPERTY**
- 29 BOOKS AND RECORDS**



Acting as Nike's Safeguards

Of course, when it comes to protecting Nike, nothing is more indispensable than our people. We're also surrounded by other kinds of Nike assets every day. Take intellectual property for example. To get an idea of how valuable Nike's IP is, just consider the sheer number of concepts, designs and plans that exist throughout our many buildings. Assets like these deserve our utmost protection. At the same time, physical and electronic assets are provided for you to do your job – be proactive in safeguarding them from loss, damage, theft and improper use. Above all, please be responsible and not wasteful with what we've been given. If you work in an office, nobody will complain if you drink an extra water from the team's collection of snacks, but company funds, equipment and other physical assets are not to be appropriated for purely personal use. Not sure if a certain use of company assets is OK? Just ask your manager, **Human Resources** or the **Ethics & Compliance Office**.



PROTECTING NIKE'S ASSETS

We use Nike's assets with care and protect them from waste, loss and misuse

TIPS FROM NIKE TECHNOLOGY

- Use Nike-approved applications to send confidential information outside the company.
- Save confidential information using Nike-approved tools, not personal laptops or portable devices.
- Never share nonpublic information on the internet or on social media.
- Lock up unattended devices. Lock your computer screen when you leave your desk. Avoid leaving work devices in vehicles. If it can't be avoided, keep them out of sight.
- Don't leave confidential information on printers or whiteboards.
- Avoid viruses and malware; don't click on attachments or links you don't trust. (If you receive an email with an attachment you don't trust, you should contact **Nike Cyber Defense Center**)
- Never share your Nike password with anyone. Nike Technology will never ask for your password.
- Be unique; don't use your Nike password for external accounts.
- Always be aware of what's on your screen while in an airplane, on a train or any other location someone might be able to see your screen.

LEARN MORE

- ▶ [Information Security Program](#)
- ▶ [Policy on Acceptable Use](#)
- ▶ [Keep It Tight](#)

From laptops to staplers to room-sized manufacturing machines, Nike gives us the tools and equipment we need to do our jobs effectively. Nike trusts us to be responsible and not wasteful with the Nike stuff we are given.

This is also true for non-physical assets. Use company email and web-based applications and accounts responsibly. Personal use of your company phone and computer is of course fine – as long as it doesn't violate any Nike policy or negatively affect performance, productivity or the work environment.

We are all responsible for keeping technology resources safe by following all information security policies. Never tamper with or disable Nike-managed security software, and always abide by the agreements we enter into for the right to use and access the information, computing resources, software and other proprietary assets of others. We are responsible for appropriately storing and retaining the contracts or other business related documents we enter into.

In addition to Nike's physical and non-physical assets, be smart about protecting the assets of your colleagues, our suppliers and our customers. Keep an eye out for theft, misappropriation, embezzlement, waste or abuse, whether intentional or unintentional.



**“USE COMPANY
EMAIL AND
WEB-BASED
APPLICATIONS
AND ACCOUNTS
RESPONSIBLY.”**

IDEAS AND INTELLECTUAL PROPERTY

We protect our confidential information and respect others'

Nike's confidential information and intellectual property are among our most important assets. Unauthorized use can lead to serious loss of value. Please assume all Nike information and intellectual property is confidential unless it was made public by Nike or approved for public disclosure. These assets represent significant company investment and years of hard work by our teammates. Future products, designs, innovations, business plans – when you help protect them, you protect our competitive advantage.

And we don't just safeguard Nike's intellectual property – we treat others' with the same care. We respect our competitors, vendors and customers and always want to treat them fairly.

We only use confidential information of other companies within the terms of a written agreement with them. In fact, you should seek advice from Legal any time you solicit, accept or use confidential information or intellectual property from those outside the company or give them access to our own.

Think twice before you post anything that could remotely be considered confidential information on social media. Similarly, avoid discussing confidential information in public places. Secure your laptop and documents that contain confidential information. Play it safe: Only discuss confidential information in appropriate places and with Nike employees who need to know.

WHAT IF...?

I took a video of my friends throwing a ball around the office, but I can clearly see a product design sitting on one of their desks. It's pretty small though – can I still post it to Instagram?

No. Our Keep It Tight policy requires us to play it safe with regards to online posting.

I've been talking with some non-Nike people about developing a new app feature that would be great for one of Nike's apps. We may be onto something. They have an NDA. Am I OK?

Contact Legal before you have product or brand development conversations with anyone outside of Nike. Non-disclosure agreements don't cover the creation of new innovations or designs. Others may be able to provide those new innovations or designs to Nike's competitors unless we get the right agreement in place.

LEARN MORE

- ▶ [Policy on Confidential Information and Trade Secrets](#)
- ▶ [Policy on Social Media](#)
- ▶ [Keep It Tight](#)

BOOKS AND RECORDS

Make sure Nike's records are clear, accurate and complete

Financial integrity and fiscal responsibility are about more than accurate reporting of our financials, though that's certainly part of it. When we spend money on Nike's behalf, we're ultimately spending it for our shareholders. Our records, and how we maintain them, are a sign of our company's financial health.

Each of us has a responsibility to spend money appropriately, and to keep our records clear, accurate and complete. This matters in every transaction, whether you are hiring a new vendor, expensing something to Nike, signing a new business contract, preparing a financial statement or simply completing a time sheet. Our records retention policy ensures we retain the right records, in the right way, for the right periods of time.

Needless to say, you should never falsify any record or account. Be candid and transparent with management, shareholders or anyone responsible for financial reporting, forecasts or business information. To help ensure accuracy, Nike maintains a system of internal controls to reinforce our compliance with legal, accounting, tax and other regulatory requirements in every location in which we operate.

Should you be involved in an external or internal audit, cooperate fully and provide complete, accurate and timely responses to questions and document requests. If asked by the Ethics & Compliance Office, Global Investigations or Global Litigation to retain records, do so until you are told retention is no longer necessary.

WHAT IF...?

To hit certain sales target for the quarter, my manager wants a customer to order product even though they don't need it and they will just cancel the order and return the product after the quarter closes. Is this OK?

No. This is not OK. It violates our policies and manipulating the revenue records could be considered fraud as well as a violation of the law. Promptly report to the **Ethics & Compliance Office** or through the **Speak Up Portal** if you become aware of any such situation.

I'm attending a Nike event in another country. A couple of us are adding a few extra days to the trip. Anything we need to know?

It's great that you want to be with coworkers on your own personal time. Since the extension of your trip is not a Nike-sponsored event, make sure to follow our Travel and Entertainment policy and only seek reimbursement for that portion of the trip which was business-related. On that note, expenses tied to personal matters, like after-parties or gatherings that might occur following a Nike sponsored event, are also not reimbursable.

LEARN MORE

- ▶ Policy on Contracts
- ▶ Policy on Travel and Entertainment
- ▶ Make the Cut

OUR STAKEHOLDERS

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A Good Partner

Nike has responsibilities to countless stakeholders around the world, including our employees, consumers, customers, suppliers, athletes, communities, governments and other industry leaders. At the same time, our obligations are greater than to any particular group. With the challenges that face humanity as a whole, we understand we are part of the solution. We strive to conduct business in an environmentally responsible manner, and we give ourselves ambitious goals for sustainability in all that we do.

POLITICAL ACTIVITY AND COMMUNITY

Make a difference, and always play by the rules

Nike is committed to, and takes pride in, making a difference in the communities where we live, work and play. We support causes and organizations that align with our beliefs when there is a specific strategic, business or community need for doing so.

We also encourage you to make a difference on a personal level, and we support your involvement in volunteering as well as participation in other charitable or political activities. We just ask you to do so on your own time, with your own resources and in compliance with local laws.

You may not promote any political views – including posting or distributing materials – on or around Nike properties, and you may not indicate or suggest you speak for Nike or that Nike supports your views.

Only designated Nike officers and employees are authorized to communicate with elected officials regarding public policy issues that affect Nike. Any questions should be directed to the Office of Government and Public Affairs team.

As a company, Nike does not make charitable or political contributions or payments to political candidates or causes, except as specifically permitted by law and authorized by company policy.

WHAT IF...?

There's a charity I'd like to contribute to, and I heard that Nike might match my donation. How do I find out if my charity qualifies?

For all questions on personal donations and volunteering opportunities, go to **Give Your Best**.

I believe in giving back to my community. I have access to some sample Nike products that are a few seasons old. Is it OK to donate them to my local charity, church or school?

In general, you may not use Nike resources, including comp products, product samples, assets (such as event tickets) or funds, to support your personal charitable and community activities outside work. There may be other situations where making a donation is OK. Each situation is different, so contact the **Ethics & Compliance Office** for help.

LEARN MORE

- ▶ [Policy on Charitable Donations](#)
- ▶ [Policy on Political Contributions](#)



ENVIRONMENT AND SUSTAINABILITY

We use the power of sport to move the world forward

At Nike, we believe it's not enough to simply adapt to what the future may bring. We strive to actively create the future we want to see. Our commitment is to innovate a new business model for the 21st century, in which supply chains are lean, green, equitable and fair, and our materials and products are sustainable. No matter what team you may sit on, environmentally friendly and sustainable business practices should never be far from your thoughts.

We deliver products while obsessing our impact on the environment, as we focus on what we make, how we make it and how we operate our business. What's more, all contractors and suppliers who manufacture Nike product are required to comply with our **Supplier Code of Conduct**, and we strongly encourage them to pursue practices that are sustainable and environmentally friendly.

On a personal level, there is always something we can do to help Nike be the kind of company we all want it to be. You can take advantage of recycling or other waste reduction programs on Nike premises. You can reduce your own carbon footprint through activities such as carpooling, taking mass transit or biking to work. If you have ideas that would help Nike reduce our environmental impact, please suggest them to your manager. You never know – the next great sustainability idea could be yours.

WHAT IF...?

I work on the Nike operations team and am passionate about Nike's focus on sustainability. How do I learn more?

Visit the **Purpose website** to learn more about Nike's sustainability initiatives.

What do I need to keep in mind when engaging a supplier?

If you are responsible for a supplier relationship, follow our procurement, sourcing and compliance processes and procedures and always ensure any supplier knows about and agrees to comply with our **Supplier Code of Conduct**.

LEARN MORE

- ▶ Purpose Website
- ▶ Supplier Code of Conduct
- ▶ Code Leadership Standards

SPEAKING ON BEHALF OF NIKE

We communicate with purpose, and we share information about ourselves responsibly

No matter your title at Nike, when you speak externally, your comments can make global news. So, we are committed to speaking with a strategic, unified voice. This ensures we protect the brand and only share accurate and consistent information.

If you are speaking while using your Nike title – in an interview, at a conference, for an academic case study or any other public-facing opportunity – you must get approval from Corporate Communications. Nike only communicates through approved channels, as who we share information with can be just as important as what we say.

Now let's talk social media. You can of course use social media for work and play, but be thoughtful when you bring Nike into the mix. Feel free to talk about brand campaigns, product and company information, but only after they become public – and third parties should never discuss campaigns without specific Nike approval to do so. Share your opinions about Nike and the industry – just disclose your Nike connection and make it clear the views expressed are your own. If you see a blog post critical of Nike with inaccurate information, don't respond, no matter how tempting it is to set the record straight. Notify Corporate Communications and let them handle it.

LEARN MORE

- ▶ Policy on Social Media
- ▶ Policy on External Engagements

Always consider the impact of your words. Don't disparage individuals or competitors, and never use discriminatory, threatening or abusive language. If you encounter a damaging incident online, report it to your manager or to Corporate Communications. Don't act like nothing happened; everyone sees everything online.

WHAT IF...?

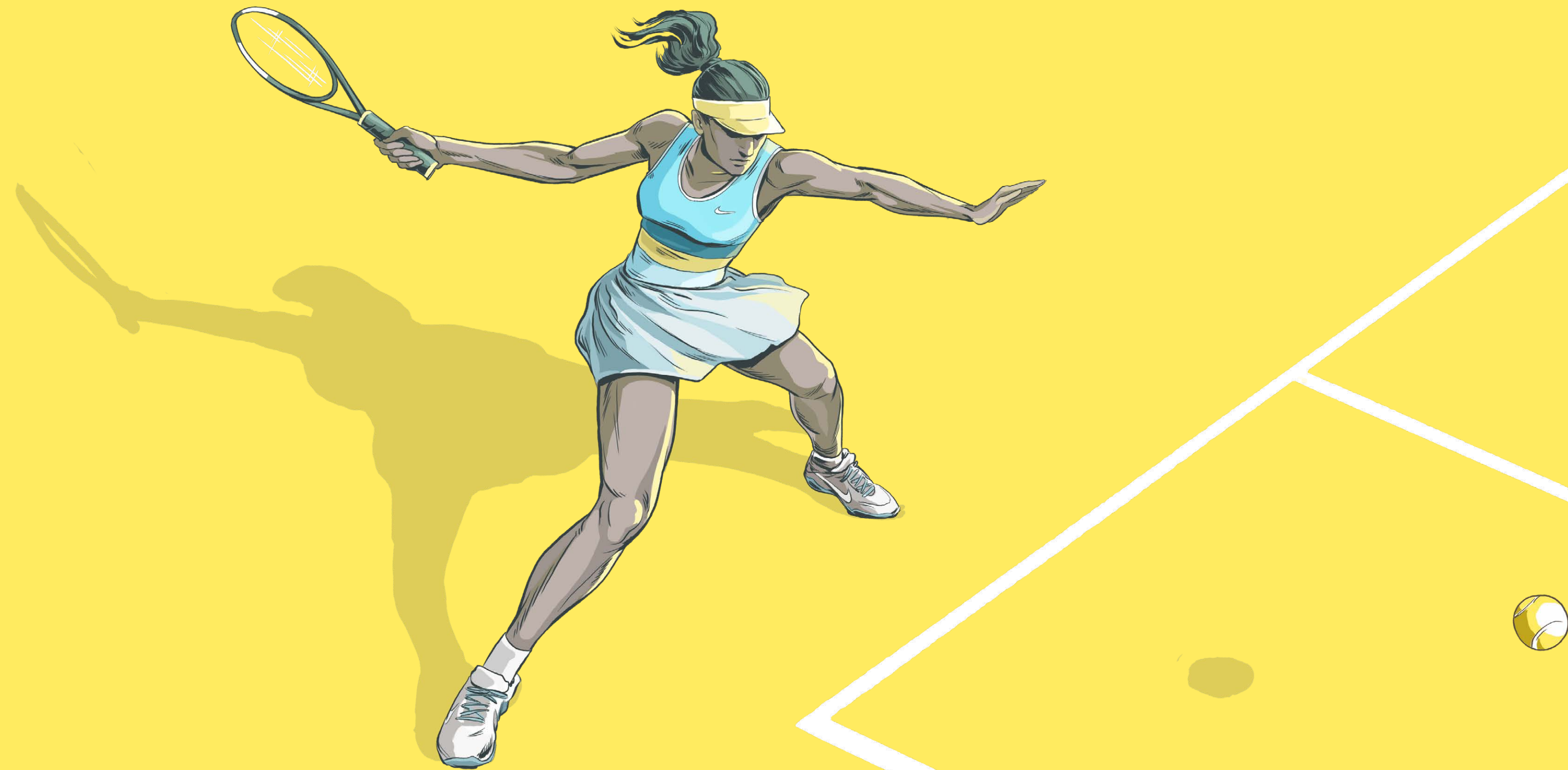
I work in a store and occasionally someone who I think is a social media blogger comes in and films in the store for their YouTube channel. What should I do?

It's OK for customers to take photos or film for their own personal use while they're in our stores, but filming or taking photos for any other reason must be approved by our Media Relations teams. Politely let the blogger know that they are welcome to stay and shop but in order to film in the store, they will need to contact Corporate Communications for permission.

I was asked to be on a panel discussion at my alma mater. No media will be there, and just a couple dozen students will be in attendance. Am I OK just accepting the invitation?

While it seems to be a great opportunity for you, there are some steps you need to take to make sure it's OK to accept the speaking engagement. To obtain approval, submit a request to Corporate Communications for review and approval through [Nike's disclosure process](#). For EMEA employees only, submit an [EMEA External Engagement Request Form](#).

**“ALWAYS CONSIDER THE
IMPACT OF YOUR WORDS.”**



OUR FUTURE

The next chapter of Nike's story? We are the ones who will write it.

Our Code offers us a framework for how to operate, enabling each of us to our best work. But the Code alone is not enough. Our future success will be determined by us. Our mission is to help all athletes realize their potential. To do so, we must comply with the letter and spirit of the Code – remaining committed to values of integrity and honesty, and to ourselves and each other.

Because where we go from here – that's up to us.

*If you have any questions about our Code or our policies, please contact the Ethics & Compliance Office at **ECO@nike.com**.*

This Code of Conduct is not a contract of employment. Failure by employees to follow our Code or applicable laws, is a violation. Subject to local law, violation of this Code of Conduct may lead to corrective action up to and including termination of employment.

Any amendment or waiver of our Code for executive officers or directors may only be granted by the Board of Directors, or a committee of the Board, and will be publicly disclosed, when required by law. Nike reserves the right to make unilateral changes to our Code or company policies at any time.

