

## PHILANTHROPIC DONATIONS

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- A. [SUMMARY](#)
- B. [APPLICABILITY](#)
- C. [DEFINITIONS](#)
- D. [POLICY](#)
- E. [RESPONSIBILITIES](#)

[Exhibit 1 – Definitions](#)

[Exhibit 2 – Procedures](#)

[Exhibit 2A – Donation Requirements](#)

[Exhibit 2B – Donation Approvals](#)

[Exhibit 2C – Application Memorandum](#)

[Exhibit 2D – Donation Agreement](#)

[Exhibit 2E – Donation Acknowledgment](#)

## A. SUMMARY

United Technologies Corporation may donate funds, property, products, and services to reputable philanthropic organizations when provided openly and transparently for philanthropic purposes in approved focus areas. Donations that are unrelated to bona-fide philanthropic purposes, or that are offered or given in a concealed manner or to corruptly influence, are categorically prohibited because they are contrary to UTC's core values, misappropriate company resources, and expose UTC to significant liability under anti-corruption and related laws.

## B. APPLICABILITY

United Technologies Corporation, its **Business Units**, subsidiaries, divisions, and other controlled business entities and operations ("**Operating Units**"), and all directors, officers, and employees thereof, worldwide (collectively "**UTC**"). The provision of **Political Contributions**, **Business Gifts**, and **Sponsored Travel** is governed by [CPM 5: Government Relations](#); [CPM 48A: Giving Business Gifts](#); and [CPM 48B: Sponsoring Third Party Travel](#), respectively.

## C. DEFINITIONS

"**Corporate**" means the **UTC** corporate office and "**Business Unit**" or "**BU**" means Otis Elevator Company, Pratt & Whitney, UTC Aerospace Systems, UTC Climate, Controls & Security, and United Technologies Research Center. "**CPM**" means Corporate Policy Manual. Other **Bold** terms are defined in [Exhibit 1](#).

## D. POLICY

**UTC** may make **Philanthropic Donations** to **Eligible Organizations** with priority given to budgeted donations in one or more **UTC Focus Areas**. Non-budgeted requests, donations outside of **UTC Focus Areas** (budgeted or non-budgeted), and disbursement through employee business expense reimbursement are discouraged. No donation shall be offered or made if it would constitute or create the appearance of a **Corrupt Payment**. All **Philanthropic Donations** shall be approved in accordance with [Exhibit 2](#).

## E. RESPONSIBILITIES

1. [Public Issues Review Committee](#). The Public Issues Review Committee ("**Board Committee**") of the **UTC** Board of Directors is responsible for oversight of **UTC's Philanthropic Donations**.
2. [UTC Philanthropic Donations Advisory Council](#). The UTC Philanthropic Donations Advisory Council ("**UTC Advisory Council**") comprises the following **UTC** senior executives (or their designees): Executive Vice President, Chief Financial Officer; Senior Vice President, Global Government Relations; Executive Vice President, Human Resources; Senior Vice President, Science & Technology; Senior Vice President, Communications ("**SVP Communications**") (Chair); and Corporate Vice President, Global Ethics and Compliance ("**CVP GEC**"). The **UTC Advisory Council** is responsible for reviewing and making recommendations to the **UTC** President & CEO for proposed **Philanthropic Donations** over \$500,000, reviewing and approving the **UTC Donations Budget**, and **UTC**-wide implementation and administration of this Policy in accordance with [Exhibit 2](#).
3. [Business Unit Philanthropic Donations Committees](#). Each **BU** chief executive shall appoint a BU Philanthropic Donations Committee ("**BU Committee**") comprising the **BU** Communications lead executive (chair) and **BU** representatives from controls and compliance functions. The **BU Committees** are responsible (together with **BU** chief executives) for reviewing and approving **BU Contributions Budgets** as well as **BU** implementation and administration of this Policy in accordance with [Exhibit 2](#).
4. **SVP Communications**, in consultation with **CVP GEC**, shall be responsible for interpreting this Policy and reviewing it biennially.<sup>1</sup>

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<sup>1</sup> **SVP Communications** and **CVP GEC** are authorized to amend [Exhibits 1](#) and [2](#) as necessary to ensure compliance with this Policy.

5. The **UTC** Corporate Vice President, Controller will incorporate controls and testing procedures in applicable common controls matrices, and the **UTC** Corporate Vice President, Internal Audit will conduct periodic audits (including **Compliance Audits** (see [CPM 34: Global Ethics and Compliance Program](#))), in each case to assess compliance at the **Operating Unit** level. Within the regular scope of its annual financial audits, **UTC's** independent auditor will also review such controls and transactions to ensure compliance.

**EXHIBIT 1: DEFINITIONS**

**Affiliate** means an **Entity**:

- that exercises **Control** over the referenced **Entity**; or
- over which the referenced **Entity** exercises **Control**; or
- that, together with the referenced **Entity**, is under common control of another **Entity**.

**Books and Records** is defined in [CPM 48: Anti-Corruption](#).

**Business Gift** is defined in [CPM 48A: Giving Business Gifts](#).

**Control** means the power, directly or indirectly, to:

- vote more than 50% of an **Entity's** securities having voting power to appoint members of the **Entity's** governance body; or
- direct or cause the direction of an **Entity's** day-to-day business decisions and policies, whether through the ownership of voting securities, by contract, or otherwise.

**Corrupt Payment** is defined in [CPM 48: Anti-Corruption](#).

**Customer** means any **Third Party** that purchases and uses or consumes **UTC** products or services.

**Designated Recipient Organization** means any **Recipient Organization**:

- that is a **Government**;
- in which a **Government Official** or any **Related Party** of any **Government Official** holds an ownership or senior management position, or is otherwise able to influence its marketing, grant solicitation, management, or operations;
- not readily classifiable under applicable law or regulation as a U.S. Internal Revenue Code Section 501(c)(3) **Entity** or its non-U.S. equivalent; or
- designated by **VP GEC**.

**Distributor(s)** is defined in [CPM 48E: Distributors and Non-Employee Sales Representatives](#).

**Eligible Recipient Organization** means a “not-for-profit” **Entity** (i.e., U.S. Internal Revenue Code Section 501(c)(3) or its non-U.S. equivalent) that has as its primary mission and operational focus the management of programs with a **Philanthropic Purpose** consistent with **UTC Focus Areas** and a demonstrated record of integrity and effectiveness in discharging such programs.

**Entity** means any corporation, limited liability company, partnership, sole proprietorship, trust, or similar entity, or other organization, whether or not “for-profit.”

**Exempted Philanthropic Donation** means a **Philanthropic Donation** in the form of either volunteer services by **UTC** employees or in-kind donations directly from **UTC** of de minimus value (e.g., backpacks, books, common medicines, instructional booklets, reading glasses, school supplies, textbooks, etc.) to special groups in need (e.g., school children, elderly, infirm, or ill).

**Government** means any:

- government, U.S. or non-U.S., whether at the national, regional, local, or municipal level;
- **Government Aviation Authority (GAA)**;
- airline owned or operated by a government;
- **Entity** acting in an official capacity on behalf of a government;
- **Entity**, company, or business in which the government exerts **Control**;
- political party;
- public international organization (e.g., United Nations, World Bank, World Trade Organization, International Civil Aviation Organization, etc.); or

- department, agency, subdivision, or instrumentality of any of the foregoing.

**Government Aviation Authority (GAA)** is defined in [CPM 48B: Sponsoring Third Party Travel](#).

**Government Official** means any employee, officer, or director (whether elected or appointed) of a **Government** or any candidate for any position therein.

**Lobbyist** is defined in [CPM 48D: Lobbyists](#).

**Non-Employee Sales Representative(s) or NSR(s)** is defined in [CPM 48E: Distributors and Non-Employee Sales Representatives](#).

**Philanthropic Donation** means a donation of funds, property, products, and services by or on behalf of **UTC** for a **Philanthropic Purpose**.

**Philanthropic Purpose** means undertakings intended to benefit, ameliorate, or uplift human-kind at-large (either mentally, morally, or physically) that are recognized by Section 501(c)(3) of the Internal Revenue Code or the [Committee Encouraging Corporate Philanthropy](#) and for which full consideration is not expected or received in return.

**Political Contribution** is defined in [CPM 5: Government Relations](#).

**Prohibited Recipients** means any:

- individual (including, without limitation, any **Customer** representative or **Government Official**) other than in-kind **Exempted Philanthropic Donations**;
- “for profit” **Entity**;
- **Entity** supported primarily (i.e., greater than 50%) by taxes (excepting **Philanthropic Donations** to publicly-funded educational institutions supporting **UTC Focus Areas**);
- political party or other **Entity** engaged primarily in promoting candidates for office or in political advocacy;
- religious organization (excepting **Philanthropic Donations** to religious organization supporting one or more **UTC Focus Areas** made available by such organization to members and non-members alike);
- **Entity** (or principals or known **Affiliates** thereof) that is a denied or restricted party on any **Government-issued watch list** or appears in any **Operating Unit’s Rejected Vendor File** or that is the alter-ego of a **Vendor** therein.

**Recipient Organization** means any **Third Party** that is receiving or is requested to receive a **Philanthropic Donation**.

**Rejected Vendor File** means a file maintained by the **Operating Unit** of all **Vendors** rejected or terminated for cause by the **Operating Unit**.

**Related Party** means, with regard to:

- an individual, an immediate or extended family member of such individual including, without limitation, parents, siblings, spouses, uncles, aunts, nephews, and nieces;
- an **Entity**, an **Affiliate** of such **Entity**.

**Sponsored Travel** is defined in [CPM 48B: Sponsoring Third Party Travel](#).

**Third Party** means, with regard to:

- an individual, any individual that is not an employee of **UTC** or any **Affiliate** of **UTC**;
- an **Entity**, any **Entity** that is not **UTC** or an **Affiliate** of **UTC** (for clarity, for the purposes of this Policy, **UTC** joint venture partners and **Vendors**, and their respective **Affiliates**, are **Third Parties**).

**Value** means the actual (e.g., donation of funds) or estimated fair market value (e.g., donation of property, products, or services) of a particular **Philanthropic Donation**.

**Vendor** means any current or prospective **Third Party** contractor or supplier of materials or services to **UTC**.

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**EXHIBIT 2: PROCEDURES****A. ANNUAL CONTRIBUTION BUDGET**

In November of each year, the **BU Committees** shall submit to the **BU** chief executives for approval a budget (“**BU Donations Budget**”) for all proposed **Philanthropic Donations** in the following calendar year, and provide to **SVP Communications** the approved **BU Donations Budgets**. In December, **SVP Communications** shall submit to the **UTC Advisory Council/designees** for approval an omnibus budget (“**UTC Donations Budget**”) comprising approved **BU Donations Budgets** and a budget (“**Corporate Donations Budget**”) for **Philanthropic Donations** by **Corporate** (including “Matching Gifts” and “PAC Match”) in the following calendar year. The **UTC Donations Budget** shall specify for each **Philanthropic Donation** the requesting **Operating Unit (Corporate or BU)**, origin of request (e.g., **UTC, Recipient Organization, Customer Requested, Government Requested, U.S. Federal Government Requested**), type of **Philanthropic Donation** (i.e., funds, “in-kind” donation of property, products, or services), **Value, Recipient Organization** (including whether a **Designated Recipient Organization**), **Philanthropic Purpose, UTC Focus Area**, and amounts (if any and to the extent data is available) disbursed to the same **Recipient Organization** during the current calendar year.

**B. SCREENING (DUE DILIGENCE) OF RECIPIENT ORGANIZATIONS**

1. **Operating Units** shall screen all **Recipient Organizations** to confirm that neither the **Recipient Organization** nor its principals or known **Affiliates** is a denied or restricted party on **Government-issued** watch lists.
2. Excepting those requested to receive only **Exempted Philanthropic Donations, Operating Unit** legal counsel/designees shall screen all **Designated Recipient Organizations** to verify credentials (e.g., status as **Eligible Organizations**), qualifications (e.g., track-record of undertakings with **Philanthropic Purpose**), and integrity. The nature and scope of due diligence shall reflect the inherent risk of corrupt practices and ease of access to relevant due diligence information in the jurisdiction of formation and/or the location where funds will be disbursed. In countries where the most recently published Transparency Internal Corruption Perceptions Index is equal to or less than 50, the requesting **Operating Unit** shall obtain a **TRACE certification** report (or its equivalent by an independent investigation company approved by **VP GEC/designee**) covering the following: (a) verification of credentials (basic **Entity** information, ownership, key personnel, authorizations/good standing/“not-for-profit” or equivalent status, **Affiliates**); (b) database/media searches (including **Government** issued watch-lists); and (c) assessment of track-record and integrity through inquiries of peers, non-governmental organizations, regulatory officials, other independent sources, and **Designated Recipient Organization’s** staff.

**C. REQUIREMENTS AND APPROVALS**

All requests for **Philanthropic Donations** (budgeted or non-budgeted) shall conform with [Exhibit 2A](#) and be approved in accordance with [Exhibit 2B](#). All **Philanthropic Donations** that are **Customer Requested, Government Requested, U.S. Federal Government Requested**, involve a **Designated Recipient Organization**, or require approval of the **UTC Advisory Council**, shall be supported by a memorandum (“**Application Memorandum**”) substantially in the form of [Exhibit 2C](#).

**D. AGREEMENTS**

1. Excepting **Exempted Philanthropic Donations**, all duly approved **Philanthropic Donations** (of any form or **Value**) to **Designated Recipient Organizations** shall be made pursuant to a fully executed written agreement conforming with [Exhibit 2D](#) (“**Donation Agreement**”).
2. Excepting **Exempted Philanthropic Donations**, donations of **UTC** products or services (which shall be governed **Operating Unit** commercial contracts), and limited donations funded through employee business expense reimbursement (see Section C of [Exhibit 2A](#)), all other duly approved **Philanthropic Donations**

shall be made pursuant to a **Donation Agreement** (**Value** > USD50,000) or acknowledgment (“**Donation Acknowledgment**”) conforming with [Exhibit 2E](#) (USD1,000 < **Value** ≤ USD50,000).

## E. FUND DISBURSEMENT

1. All funds for approved **Philanthropic Donations** shall: (1) conform to the approval (budgeted or unbudgeted) and **Donation Agreement** or **Donation Acknowledgment** (as applicable); (2) be disbursed by the **Operating Unit** headquarters finance organization (preferably by wire) directly (without use of any **Third Party**) to the **Recipient Organization** in its jurisdiction of formation (or other jurisdiction approved by the **BU** general counsel/designee (**BU** donations) or **CVP GEC**/designee (**Corporate** donations)); and (3) upon disbursement, be promptly and accurately recorded in the **Operating Unit’s Books and Records**.
2. Under no circumstances shall any **Philanthropic Donations** be disbursed unless and until approved pursuant to this Policy and **Recipient Organization** has fully executed or acknowledged a **Donation Agreement** or **Donation Acknowledgment**, as applicable.

## F. REGISTER

**Corporate** and each **BU** shall establish and maintain centralized registers that specify for each **Philanthropic Donation** approved the information set forth in Section A above, whether the **Philanthropic Donation** was budgeted or non-budgeted, and funds disbursed.

## G. SUSPENSION AND TERMINATION

If, at any time during the proposal process or execution of an approved **Philanthropic Donation**, the **BU** executive communications lead or **SVP Communications** reasonably believes that a **Recipient Organization** has not fully cooperated or will not fully cooperate in due diligence, or has not fully complied or will not fully comply with the **Donation Agreement** or **Donation Acknowledgment** (as applicable), **UTC** policy or applicable law, or is otherwise unable or unwilling to undertake the sponsored works or is otherwise unfit to represent **UTC’s Philanthropic Donations** program, he or she shall notify in writing the **BU** general counsel/designee or **CVP GEC**/designee (for **Philanthropic Donations** approved or requiring approval by **Corporate**) who shall ensure that appropriate corrective actions are taken.<sup>2</sup> If any **Designated Recipient Organization**, or any other **Recipient Organization** previously approved by the **UTC Advisory Council**, is terminated for cause, the **SVP Communications** shall provide immediate notice to **CVP GEC** and **UTC Advisory Council**, respectively.

## H. REPORTING

Upon request, the **SVP Communications** shall provide to the **UTC Advisory Council** and **Board Committee** a summary of **Philanthropic Donations** made to date for that calendar year, specifying for each **Philanthropic Donation** the information set forth in Section A above, designated category as defined by the [Committee](#)

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<sup>2</sup> Although matters of non-cooperation and non-compliance must be assessed on a case-by-case basis, reasons warranting suspension or termination of an approved **Philanthropic Donation** or **Recipient Organization** include, without limitation, the **Recipient Organization’s**: (a) failure or refusal to complete or furnish documents required by this Policy or the **Donation Agreement** or **Donation Acknowledgment** (as applicable); (b) providing false or inaccurate information; (c) failure or refusal to cooperate with due diligence activities, including participating in required interviews or cooperating with **TRACE** or another independent investigation firm; (d) appearing in any **Operating Unit’s Rejected Vendor File** or being the alter-ego of a **Vendor** therein, or a denied or restricted party on any **Government**-issued watch list; (e) irreconcilable conflict of interests with a **UTC** employee or any inappropriate, prohibited, or un-explained relationship with a competitor, **Customer**, **Government**, **Government Official**, or other decision-maker or influencer in any transaction involving the sale of **UTC’s** products or services or legislative, regulatory, or other **Government** action or forbearance affecting **UTC** affairs; (f) being requested by a **Customer**, **Government**, or **Government Official** as a condition to the sale of **UTC’s** products or services or legislative, regulatory, or other **Government** action or forbearance affecting **UTC** affairs; (g) record of engaging in corrupt practices; (h) criminal conviction, bankruptcy, or insolvency; (i) reputation for dishonesty or unfair or unethical dealings; (j) becoming persona non-grata in the **Recipient Organization’s** jurisdiction of formation and/or the location where funds will be disbursed; (k) failure or refusal to fully execute or to acknowledge **Donation Agreement** or **Donation Acknowledgment** (as applicable); (l) refusal to allow reasonable monitoring and audit activities or repeated failure to furnish required reports; or (m) breach of the **Donation Agreement** or **Donation Acknowledgment** (as applicable).



Encouraging Corporate Philanthropy, geographical segment (i.e., U.S., Canada, Asia-Pacific, Europe-Africa-Middle East, and Latin America), whether the contribution was budgeted or non-budgeted, and funds disbursed.

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**EXHIBIT 2A: DONATIONS REQUIREMENTS****A. GENERAL REQUIREMENTS**

All requests for **Philanthropic Donations** (including “Matching Gifts” and “PAC Match”) shall present sufficient foundation to support a reasonable judgment that: (1) **Recipient Organization** is an **Eligible Organization** and not a **Prohibited Recipient**; (2) the **Philanthropic Donation** is: (a) supported by bona fide **Philanthropic Purpose**; (b) consistent with one or more **UTC Focus Areas** or, if not consistent with one or more **UTC Focus Areas**, that compelling, legitimate justification exists to deviate from **UTC Focus Areas**; and (c) not restricted by Section C below; and (3) **UTC** is eligible to deduct such contributions under the U.S. Internal Revenue Code. Under no circumstances shall any contribution be offered or made that would create an irreconcilable conflict of interest for a **UTC** employee (see [CPM 7: Conflict of Interests](#)), constitute or create the appearance of a **Corrupt Payment**, violate applicable law, or otherwise create the appearance of impropriety or harm the reputation of **UTC**.

**B. UTC FOCUS AREAS**

Unless compelling justification exists for deviation, all **Philanthropic Donations** (excepting “Matching Gifts” and “PAC Match”) shall be directed to one or more of the following areas (“**UTC Focus Areas**”) as follows:

- **Science, Technology, Engineering, and Mathematics (STEM) Education:** **UTC** will support **Eligible Recipient Organizations** engaged in the development of the next generation of engineers, researchers, and scientists. **Corporate** will coordinate efforts at the global level by creating signature STEM focused programs, and **BUs** will be encouraged to participate in these programs. Apart from these signature programs, **UTC** will consider supporting college- and university-level programs that encourage participation in engineering and the physical sciences, basic research in areas of interest to **UTC**, and increasing the numbers of minorities and women in engineering and the sciences;
- **Building Sustainable Cities:** **UTC** will support **Eligible Recipient Organizations** that promote environmental responsibility through sustainable building practices in urban areas. **Corporate** will coordinate efforts at the global level through the development of signature programs with leading **Eligible Recipient Organizations**. In addition to these signature programs, **UTC** will consider **Philanthropic Donations** that support and/or promote energy efficiency, environmental sustainability, and water conservation, and promote safe communities by reducing threats from fire, crime, and natural disasters;
- **Vibrant Communities:** **UTC** will support **Eligible Recipient Organizations** that improve the well-being of the communities in which **UTC** operates. This includes, but is not limited to, cultural organizations, health and human service charities, local fundraising efforts, and community-based volunteer programs;
- **Veteran Causes:** **UTC** will support veteran causes, including but not limited to, supporting **Eligible Recipient Organizations** focused on: (i) improving the lives of military service members and their families by enhancing educational and training opportunities; and (ii) honoring the courage, sacrifice, and selfless duty of veterans who have played a key role in protecting freedom and liberty;
- **Disaster Relief:** **UTC** will support disaster relief efforts, generally through contributions to national or international **Eligible Recipient Organizations** focused on disaster relief (e.g., Red Cross/Red Crescent Societies) in cases where the scope of the disaster overwhelms the ability of local authorities and relief agencies and where there is an immediate need for aid to support basic living requirements and/or rebuilding efforts;
- **Business Ethics and Compliance:** **UTC** will support **Eligible Recipient Organizations** that promote the pursuit of business ethics and compliance, including principles of transparency and fair competition.
- **Diversity and Minority Inclusion:** **UTC** will support **Eligible Recipient Organizations** that promote the pursuit of diversity and minority inclusion in business and public affairs.

### C. ADDITIONAL RESTRICTIONS

In addition to the requirements of Sections A and B above, **Philanthropic Donations** are subject to the following restrictions:

- **Capital Campaigns:** UTC may donate to capital campaigns of **Eligible Recipient Organizations** engaged in promoting **UTC Focus Areas**; however, capital donations to building funds must align with **UTC's** business objectives and should not exceed 20% of the total amount to be raised from the business community or 5% of the total amount to be raised from all sources. In no event will **UTC** donate more than USD 3,000,000 to a capital campaign;
- **Endowment Campaigns:** Absent compelling legitimate justification, **UTC** will not donate to endowment campaigns;
- **Controversial Causes:** **UTC** shall avoid donations to controversial social or other causes on which there are strong differences of opinion. This is, of course, a matter of judgment, not a litmus test, and should be considered with reference to the main goals of this Policy: donations with bona fide **Philanthropic Purpose** in **UTC Focus Areas**;
- **Multiple Contributions:** Multiple donations of significant amount to support the same event, purpose, or program should not be made by **Corporate** and **BUs** unless specifically approved by **SVP Communications**/designee. To the extent that such donations are approved, they should be coordinated for maximum positive impact and value to **UTC**;
- **Funding Through Employee Business Expense Reimbursement.** Other than infrequent and modest event fees for employee participation in local philanthropic events (e.g., charity golf tournament, etc.) sponsored by **Eligible Recipient Organizations**, **UTC** highly discourages funding of **Philanthropic Donations** through employee business expense reimbursement. Under no circumstances shall employees fund **Philanthropic Donations** through business expense reimbursement to any **Designated Recipient Organization** (in any amount) or to any **Eligible Recipient Organizations** in excess of USD250. Employees shall reported permitted **Philanthropic Donations** through employee expense reimbursement to their community affairs liaison/designee.

### D. MATCHING GIFTS

**UTC** may donate matching funds for certain gifts of cash or stock made to **Eligible Recipient Organizations** by **UTC** directors, officers, and employees and employees of **UTC's** U.S.-based **Affiliates**. The Matching Gifts program is subject to revision or elimination at any time, at the sole discretion of **UTC**.

### E. PAC MATCH

**UTC** may donate funds to **Eligible Recipient Organizations** designated by eligible employees who contribute to the **UTC** Political Action Committee. PAC Match is subject to revision or elimination at any time, at the sole discretion of **UTC**.

**EXHIBIT 2B: REQUIRED APPROVALS**
**Table 1: Budgeted<sup>3</sup>**

BU DONATIONS BUDGETS	CORPORATE DONATIONS BUDGET
BU Committee BU chief executive UTC Advisory Council / designees	UTC Advisory Council / designees

**Table 2: Non-Budgeted<sup>3</sup>**

VALUE / TYPE	BU INITIATED REQUESTS	CORPORATE INITIATED REQUESTS
≤ USD 50,000	BU communications lead executive / designee BU general counsel / designee (if <b>Customer Requested*</b> ) BU chief executive / designee	SVP Communications / designee CVP GEC / designee (if <b>Customer Requested*</b> )
> USD 50,000 but ≤ USD 500,000	BU communication lead executive BU general counsel / designee (if <b>Customer Requested*</b> ) BU chief executive / designee SVP Communications	SVP Communications CVP GEC / designee (if <b>Customer Requested*</b> )

**\*Customer Requested** means a **Philanthropic Donation** that is requested: (1) by or for the benefit of a **Customer** or an **Affiliate** thereof/**Related Party** thereto; (2) on behalf of a **Customer** by a **Distributor** or **Non-Employee Sales Representative**; or (3) in furtherance of an existing or prospective **Customer** relationship or related to a transaction for the sale of **UTC** products or services.

**Table 3: Additional Required Approvals**

*Applications for the below requests must be supported by all required approvals pursuant to [Tables 1](#) or [2](#) (as applicable) as well as an **Application Memorandum** in the form of [Exhibit 2C](#). Business relationships with **Governments** and **Government Officials** are governed by a wide variety of laws and regulations that, in many cases, strictly prohibit or limit **Philanthropic Donations** requested by, on behalf of, or for the benefit of such **Officials**, the violation of which may constitute a crime. Accordingly, communications leads shall consult with their ECO or legal counsel to ensure that **Government Requested** are not prohibited by applicable laws and regulations, and that **U.S. Federal Government Requested** are clearly permitted by applicable laws and regulations.*

VALUE / TYPE	BU INITIATED REQUESTS	CORPORATE INITIATED REQUEST
> USD 500,000 / Any type	BU chief executive UTC Advisory Council UTC President & CEO	UTC Advisory Council UTC President & CEO
Any Value / Designated Recipient Organization <i>or</i> Government Requested** <i>or</i> US Federal Government Requested***	BU general counsel CVP GEC	CVP GEC

**\*\*Government Requested** means a **Philanthropic Donation** that is requested: (1) by or for the benefit of a U.S. state/local or non-U.S. **Government** or U.S. state/local or non-U.S. **Government Official**, or any **Affiliate** thereof/**Related Party** thereto; (2) on behalf a U.S. state/local or non-U.S. **Government** or U.S. state/local or non-U.S. **Government Official** by a **Distributor**, **Lobbyist**, or **Non-Employee Sales Representative**; (3) in furtherance of an existing or prospective relationship with a U.S. state/local or non-U.S. **Government** or U.S. state/local or non-U.S. **Government Official** or related to a **Government Transaction**. **Government Transaction** means: (a) a transaction involving the sale of **UTC** products or services to any: (i) U.S. state/local or non-U.S. **Government** or **Government Official**; or (ii) to any **Entity**, company, business, agency, or instrumentality in which a U.S. state/local or non-U.S. **Government** owns more than a 50% interest or exercises **Control** (in cases where the U.S. state/local or non-U.S. **Government** owns an interest equal to 50% or less, the **BU** general counsel/designee (**BU** initiated requests) or **VP GEC** (**Corporate** initiated requests) shall determine whether the transaction constitutes a **Government Transaction**); or (b) legislative, regulatory, or other action or forbearance by a US state/local or non-U.S. **Government** affecting **UTC** affairs.

**\*\*\*U.S. Federal Government Requested** and **U.S. Federal Government Transaction** means **Government Requested** or **Government Transaction**, respectively, but involving the U.S. federal **Government** or a U.S. federal **Government Official**.

<sup>3</sup> Consult [Table 3](#) for additional required approvals for certain donation requests (budgeted or non-budgeted). **Exempted Philanthropic Donations** are excluded from the requirements of [Table 3](#) and, if non-budgeted, may be approved by the **BU** communications lead executive/designee (**BU** initiated requests) or **SVP Communications**/designee (**Corporate** initiated requests).

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**EXHIBIT 2C: APPLICATION MEMORANDUM**

**DATE:** [ ]

**TO:** [See [Exhibit 2B](#) for required approvers]

**FROM:** [BU communications lead executive (BU request) / SVP Communications (Corporate request)]

**RE:** APPROVAL REQUESTED — Proposed Philanthropic Donation

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1. Summary  
[BU/Corporate] requests your approval to contribute [USD Value] to [full legal name of **Recipient Organization**] (“Recipient Organization”) in support of [brief description of **Philanthropic Purpose/UTC Focus Area**]. Approval is required pursuant to Corporate Policy Manual 11: Philanthropic Donations because [describe reason for required approval (e.g., > USD 500,000, **Designated Recipient Organization**, **Customer Requested**, **Government Requested**, or **U.S. Federal Government Requested**)]
2. Recipient Organization and Due Diligence  
[Describe **Recipient Organization**, explain how it satisfies the definition of **Eligible Recipient Organization** and, if applicable, explain why it is a **Designated Recipient Organization**. Review all due diligence conducted and attach due diligence report]
3. Proposed Contribution  
[Describe type (i.e., cash or “in-kind” donation of property, products, or services), **Value**, **Philanthropic Purpose**, **UTC Focus Areas** (or justification for deviation therefrom), whether budgeted or unbudgeted, location where **Recipient Organization** will undertake sponsored philanthropic works, and structure/location of fund disbursement]
4. Source of Request / Issues  
[Identify source of request for proposed contribution (e.g., whether **UTC**, **Customer Requested**, or **Government Requested**, **U.S. Federal Government Requested**), other **Operating Units** participating in or impacted by the request, and any actual or potential conflict of interests or other ethics or compliance concerns]
5. Impact on Company Business / Affairs  
[Identify all existing or prospective **Customer** or **Government** relationships, transactions for the sale of **UTC** products or services, or legislative, regulatory, or other **Government** action or forbearance affecting **UTC** affairs that could be favorably/unfavorably impacted by approval/denial of this request]
6. Agreement  
[Confirm whether agreement conforms to **Donation Agreement** ([Exhibit 2D](#)) and highlight any material deviations therefrom or unusual provisions]
7. Performance Monitoring  
[Describe all monitoring to be undertaken by **BU / Corporate** responsible parties to ensure that **Recipient Organization** complies with the **Donation Agreement**]
8. Internal Approvals  
[Describe all **BU/Corporate** approvals obtained]

**EXHIBIT 2D: DONATION AGREEMENT**

	SECTION	GENERAL TOPIC	DETAIL
1	General Commercial	Statement of Philanthropic Works	Statement of philanthropic works to be undertaken/supported by <b>Recipient Organization</b> sufficiently detailed to provide measurable/auditable framework for effective monitoring and performance assessment. Consider attaching or incorporating by reference <b>Recipient Organization</b> grant request, RFP, or similar application document.
2		Funding	Description of funding <b>Value</b> and agreement maximum.
3		Funding Disbursement	<ul style="list-style-type: none"> <li>Description of conditions to disbursement</li> <li>Method of disbursement (preferably by wire to bank account registered in <b>Recipient Organization's</b> name in jurisdiction of <b>Recipient Organization's</b> formation or where <b>Recipient Organization</b> will undertake sponsored philanthropic works)</li> </ul>
4	Covenants	Business Ethics / Compliance	<p><b>Recipient Organization</b> unconditionally agrees to:</p> <ul style="list-style-type: none"> <li>Use funds solely to undertake the philanthropic works described in the <b>Donation Agreement</b>;</li> <li>Comply at all times with applicable law, including laws prohibiting conflicts of interests and corruption in the private or public sectors;</li> <li>Refrain (directly or indirectly) at all times from offering, promising, attempting to provide, or providing any <b>Corrupt Payment</b>;</li> <li>Promptly and accurately record in its <b>Books and Records</b> all funds received from <b>UTC</b> and expenses related to its undertaking/support of philanthropic works sponsored by <b>UTC</b>.</li> </ul>
5		General Cooperation	<b>Recipient Organization</b> agrees to provide and execute such documents and instruments as are necessary to substantiate <b>UTC's</b> disbursements, performance of the sponsored philanthropic works, or other documents or instruments required by law or for performance of <b>Donation Agreement</b> .
6	Reps & Warranties		<p><b>Recipient Organization</b> expressly acknowledges, represents, and warrants as of date of <b>Donation Date</b> and on continuing basis that, except as set forth in the <b>Disclosure Schedule</b> or as promptly notified to <b>UTC</b> in writing:</p> <ul style="list-style-type: none"> <li>No <b>UTC</b> employee, <b>Customer</b>, <b>Government</b>, or <b>Government Official</b> holds an ownership, financial, or other interest in <b>Recipient Organization</b> or otherwise stands to personally benefit from <b>Recipient Organization's</b> relationship with <b>UTC</b>;</li> <li><b>Recipient Organization</b> holds all permits, licenses, and authorizations necessary to undertake the philanthropic works;</li> <li><b>Donation Agreement</b> does not violate or contravene applicable law in the sales territory;</li> <li>Funds disbursed pursuant to <b>Donation Agreement</b> have been used by <b>Recipient Organization</b> solely to undertake the philanthropic works described in the <b>Donation Agreement</b>;</li> <li><b>Recipient Organization</b> has not offered, promised, made, or attempted to make any <b>Corrupt Payment</b>;</li> <li><b>Recipient Organization</b> agrees to promptly notify <b>UTC</b> in writing if any of the foregoing representations and warranties are no longer valid or accurate in any manner.</li> </ul>
7	Term		Express finite term, with automatic expiration unless mutual written extension
8	Termination / Suspension		<ul style="list-style-type: none"> <li>Termination for convenience upon 30 days advance notice;</li> <li>Unilateral termination by <b>UTC</b> if: <ul style="list-style-type: none"> <li><b>Recipient Organization</b> or any of its directors, officers, or employees becomes for any reason persona non-grata in jurisdiction of formation or where sponsored philanthropic works are to be performed, or is accused of wrongdoing;</li> <li><b>Recipient Organization</b> has breached the <b>Donation Agreement</b> including, without limitation, <b>Recipient Organization's</b> failure or refusal to cooperate with any <b>UTC</b> audit;</li> <li><b>UTC</b> has reason to believe that <b>Recipient Organization's</b> representations or warranties are no longer valid, or inaccurate without prompt written notice and correction by <b>Recipient Organization</b>;</li> <li><b>UTC</b> in its sole discretion determines that <b>Recipient Organization's</b> conduct or <b>Donation Agreement</b> violates or contravenes applicable law;</li> <li><b>Recipient Organization</b> becomes insolvent, bankrupt, or enters receivership;</li> <li>Ownership, management, or operation of <b>Recipient Organization</b> changes in manner which <b>UTC</b> reasonably determines has either (a) a material adverse effect on <b>Donation Agreement</b>; or (b) creates a conflict of interest for the <b>Recipient Organization</b> or any <b>UTC</b> employee;</li> </ul> </li> <li><b>UTC</b> may suspend and terminate disbursement of funds in event of termination due to <b>Recipient Organization's</b> breach of covenants, representations, or warranties and right to recover compensation already paid if covenants, representations, or warranties breached related to such compensation.</li> </ul>
9	Miscellaneous	Status / No Agency	<b>Recipient Organization</b> is independent contractor. <b>Donation Agreement</b> does not create agent-principal relationship.
10		Assignment/ Sub-contracting	<b>Recipient Organization</b> shall not assign <b>Donation Agreement</b> or subcontract sponsored philanthropic works without <b>UTC's</b> prior written consent.
11		Press Releases	<b>Recipient Organization</b> shall obtain <b>UTC's</b> prior written consent before issuing any press release or public statement regarding the <b>Donation Agreement</b> or sponsored philanthropic works, or using <b>UTC's</b> trademark or tradename.

**EXHIBIT 2E: DONATION ACKNOWLEDGMENT**

By submitting your grant request (“**Grant Request**”) to United Technologies Corporation (“**UTC**”) and accepting funds or products, services, or other property from **UTC**, you (“**Recipient Organization**”) hereby:

- Acknowledge and unconditionally agree to:
  - Diligently undertake the philanthropic works described in the **Grant Request**;
  - Use the funds items donated by **UTC** solely in furtherance of the philanthropic works described in the **Grant Request**;
  - Comply at all times with applicable law, including laws prohibiting conflicts of interests and corruption in the private or public sectors;
  - Refrain (directly or indirectly) at all times from offering, promising, attempting to provide, or providing any **Corrupt Payment**;
  - obtain **UTC’s** prior written consent before: (1) subcontracting the philanthropic works described in the **Grant Request**; or (2) issuing any press release or public statement regarding the **Grant Request** or using **UTC’s** trademark or tradename; and
- Represent:
  - No **UTC** employee, **UTC** customer, government, or government official holds an ownership, financial, or other interest in **Recipient Organization** or otherwise stands to personally benefit from **Recipient Organization’s** relationship with **UTC** or the funds or items donated by **UTC**;
  - Funds disbursed by **UTC** in furtherance of the **Grant Request** have been used by **Recipient Organization** solely to undertake the philanthropic works described in the **Grant Request** and for legitimate and lawful business purposes;
  - **Recipient Organization** has not offered, promised, made, or attempted to make any **Corrupt Payment**.