

Consolidated Due-Diligence Questions

Team Independent Biathlon (TIB) - For the USBA Integration Committee - August 2026

The following consolidated questions are respectfully submitted by Team Independent Biathlon for consideration by the USBA Integration Committee and Board of Directors. They are intended to support a complete, transparent and informed evaluation of the proposed USBA-USSS integration / strategic alliance before any final action is taken.

How to read this document

GOLD	Highest-priority legal, governance, fiduciary and organizational due-diligence areas.
PURPLE	Athlete rights, athlete representation, benefits and due-process areas.
BLUE	Operational, financial, strategic and sport-development areas.

The colors indicate due-diligence category and priority; they do not presume the answer to any question.

1. What exactly is being proposed?

1. What is the precise legal structure being proposed: merger, consolidation, management agreement, strategic alliance, operating agreement, transfer of operations, or another form of transaction?
2. Which legal entity will employ staff, control money, enter contracts, own assets, and make operational decisions?
3. Will USBA continue to exist as a genuinely independent organization, or primarily as a legal shell?
4. What powers will remain exclusively with USBA, what powers will be delegated to USSS, and can USSS make decisions affecting Biathlon without USBA approval?
5. Has independent legal counsel provided a written analysis of the transaction's legal effect, and will the complete final agreements be available before approval?

2. NGB status, IBU status and legal compliance

1. Who will hold recognition as the National Governing Body for Biathlon after the transaction?
2. Has USOPC provided a written determination that the proposed structure complies with NGB certification requirements?
3. Has IBU reviewed the proposed governance structure and confirmed in writing that USBA's status as the U.S. National Federation will not be jeopardized?
4. What happens if USOPC or IBU later determines that the arrangement does not satisfy its requirements, and who bears that risk?
5. Has the promised independent Sports Act/NGB legal opinion been completed; who selected counsel, who is the client, and will the Committee and Board receive the full written opinion before approval?

3. Where does ultimate authority reside?

1. After implementation, what person or governing body has ultimate authority over U.S. Biathlon governance, budgets and spending, coaching, personnel, high performance, programs and events?
2. If authority is divided, which entity prevails when USBA and USSS disagree?
3. If the current USBA Board becomes a Biathlon Sport Committee, what legal authority, fiduciary duties and independent decision-making powers will it retain?
4. What will be the committee's composition, how will members be appointed, elected or removed, and will athlete representation remain at least one-third?
5. If ultimate authority resides with the USSS Board, how will Biathlon athletes receive meaningful representation on the body that actually exercises authority?
6. Will USBA members retain identifiable voting, representation and governance rights, and will USSS maintain a distinct Biathlon-centered membership?

4. Who runs Biathlon day to day?

1. If USBA is said to retain control, what does USSS responsibility for staffing, programs, events and administration mean in practice?
2. Who assumes the duties currently performed by the USBA CEO, to whom will that person report, and who can remove or overrule that person?
3. Can USSS hire, fire, replace, reorganize or reduce Biathlon staff without approval of the Biathlon governing body?
4. Who sets compensation, performance expectations, program priorities and resource allocations for Biathlon personnel?

5. Why is this transaction necessary, and what alternatives were evaluated?

1. What specific problem is the proposed integration intended to solve, and what evidence demonstrates USBA cannot solve it independently?
2. What alternatives has the Board formally evaluated, and is there a written alternatives analysis?
3. Has the Board considered fundraising, shared services, commercial partnerships, staffing changes, governance reform, internal business development, outside marketing partners, or a limited strategic-services agreement that preserves independence?
4. For each claimed benefit, has the Board determined whether it can be obtained without transferring operational control?

6. Where is the business case?

1. Is there a written five-year or longer financial model comparing independent USBA operations with the proposed USSS arrangement?
2. What are the projected savings and new revenues; what fees will USSS charge; what services are included; and what services cost extra?
3. What assumptions underlie the projections, who independently tested them, and what happens if sponsorship or fundraising projections do not materialize?
4. Has the Board commissioned an independent apples-to-apples analysis using identical assumptions and best-case, expected-case and worst-case scenarios?

7. Funding, revenue and assets

1. Why are financial commitments limited to four years, and what minimum funding is guaranteed after that period?
2. Who controls USBA revenue and sponsorship revenue attributable to Biathlon, and who allocates shared sponsorships among sports?
3. Will Biathlon revenue be separately accounted for, and can money generated through Biathlon subsidize other USSS programs?
4. Will USBA receive independently audited reporting showing revenues and expenses attributable specifically to Biathlon?
5. What percentage of sponsorship, media, marketing, licensing and other revenue attributable to Biathlon remains dedicated to Biathlon, including future growth Biathlon helps create?
6. Who controls donor-restricted gifts, reserves, existing assets, intellectual property, donor information, membership data, trademarks, digital assets and commercial rights?
7. Will IBU-derived commercial/event revenue and other Biathlon-specific income be permanently ring-fenced?

8. What exactly is USSS promising?

1. For every claimed benefit, is it written into the agreement, measurable, subject to a delivery deadline, assigned to a responsible party, and enforceable?
2. What financial or other remedy applies if a promised benefit is not delivered, and can USBA terminate for failure to perform?
3. Have promises concerning fundraising, sponsorship, staffing, athlete services, media exposure, development programs, administrative savings and high-performance support each been tested this way?
4. What protections survive a change in USSS leadership, financial condition or organizational priorities?

9. What happens if the relationship fails?

1. Can USBA terminate without USSS consent and/or without cause; under what circumstances; with what notice, cure periods and termination fees?
2. What happens to employees, donor and membership databases, sponsorships, intellectual property, money, assets, contracts and equipment?
3. Can USBA immediately resume independent operations, and what infrastructure would remain?
4. What would rebuilding lost staff, fundraising, communications, accounting, sponsor relationships and operational expertise cost and how long would it take?
5. Does the agreement require return of data, records, intellectual property, funds and operational resources, and is there a funded transition-back plan?
6. If USBA must seek new NGB recognition after separation, what process and risk does that create?

10. Who controls the agreement in the future?

1. Can USSS amend policies affecting Biathlon without USBA consent?
2. Can management fees increase or services be reduced?
3. Can USSS restructure in ways that materially affect Biathlon?
4. Can the agreement be assigned to another entity?
5. What protections survive leadership turnover or organizational restructuring?

11. Athlete voice and representation

1. What have USBA's elected athlete representatives told the Board, and has their position been formally recorded?
2. What did athlete surveys show, and have athletes received the complete proposed agreement rather than summaries?
3. Have athlete representatives had independent access to legal advice?
4. If athlete representatives oppose the transaction, what specifically causes the Board to conclude their concerns should be overridden?
5. What changes to the agreement resulted directly from athlete feedback?
6. Were athlete representatives involved before the fundamental structure was developed and permitted to question whether integration should occur at all?
7. Were athlete representatives permitted to select their own representatives on every relevant committee and working group?
8. How will athletes receive required representation at the actual level where authority over Biathlon resides?

12. Athlete selection, benefits, sponsorship and due process

1. Will National Team selection and benefits be based on objective, published criteria?
2. If an athlete qualifies but chooses a different coach, club, training location or program, will the athlete retain benefits earned by performance?
3. Who controls athlete agreements, selection procedures, discipline and grievance procedures?
4. Who hears athlete complaints involving USSS personnel, and will athletes retain independent avenues for complaints, arbitration and due process?
5. Who controls uniform and sponsor-logo inventory, and what individual sponsorship rights will athletes retain?
6. Will existing athlete-support programs and funding levels be contractually protected from reduction?

13. The athletic-performance test

1. What specific, measurable evidence demonstrates that this transaction will improve the international competitive performance of U.S. Biathletes?
2. What performance improvements are expected, over what period, through what specific programs, and who is accountable if they do not materialize?
3. Can the same high-performance initiatives be implemented while USBA remains independent?

14. Member information and transparency

1. Have members seen the actual proposed agreement, financial projections, and a precise description of which powers transfer and which remain?
2. Have disadvantages and risks been communicated as clearly as potential benefits?
3. Have Board meeting notices been provided consistently as required by the Bylaws, have members had meaningful opportunity to observe deliberations, and have relevant minutes been published promptly?
4. Will the complete final agreement and material attachments, financial terms, governance provisions and legal analyses be provided with sufficient time for meaningful review and comment before any vote?
5. If not, why should the Board vote before members have had that opportunity?

15. Independent advice, fiduciary duties and conflicts

1. Who represents USBA in negotiations, who is that attorney's client, and does counsel have relevant nonprofit-governance and Sports Act expertise?
2. Has independent counsel reviewed Directors' fiduciary duties and advised about potential conflicts?
3. Has the Board obtained independent financial advice, and has anyone advising the Board been compensated based on completion of the transaction?
4. Has every Director and officer disclosed relevant financial, professional, philanthropic, organizational and personal relationships involving USSS, USOPC, sponsors, donors, foundations or transaction beneficiaries?
5. Who determined whether relationships constitute conflicts; were appropriate recusals made; and are disclosures and recusals documented?
6. How has each Director independently determined the transaction is in USBA's best interests, what information supports that conclusion, what risks were identified, and is the deliberative process documented?
7. Are Directors independently testing representations rather than relying principally on management or transaction proponents?

16. Bylaw/process compliance and working-group independence

1. Has independent counsel determined whether Board meetings, notices, working-group processes, deliberations and actions leading to the agreement complied with USBA Bylaws and applicable athlete/member governance requirements?
2. If any process did not comply, what corrective action is required before a valid vote?
3. Why were USSS executives or transaction proponents placed inside working groups evaluating the proposal, and what safeguards ensured an independent evaluation?
4. What safeguards allowed USBA employees to express concerns freely while participating alongside potential future managers?
5. Were dissenting views documented and presented to every Director?

17. Foundation, donors, IBU and external advocacy

1. What happens to the USBA Foundation and its assets, and can donors continue to restrict gifts exclusively to Biathlon?
2. Who controls donor relationships and fundraising strategy?
3. Who represents U.S. Biathlon to IBU and controls the financial and commercial benefits of U.S.-hosted IBU events?
4. If Biathlon's interests conflict with another USSS sport before USOPC, IBU or another body, who decides the position, and can Biathlon advocate independently?

18. Grassroots, clubs, youth, officials and venues

1. Who controls club development, youth development, officials' education, event priorities and membership programs?
2. Will resources be guaranteed for grassroots development, and can high-performance priorities consume resources now supporting membership and development?
3. How will local clubs and ordinary USBA members retain influence?
4. Which Biathlon and cross-country clubs and coaches were consulted, which agreed to participate, and what material changes resulted from their feedback?
5. What specific new funding, personnel or services will USSS provide to clubs, venues, shooting ranges, regional programs, volunteers, coaches and officials?

19. National Guard and Biathlon-specific safety/operations

1. How would integration affect existing National Guard relationships, resources, facilities, personnel and programs supporting U.S. Biathlon?
2. Are any agreements, funding streams, facilities or government relationships contingent on USBA's current organizational status, and have relevant partners been consulted?
3. Who retains legal and operational responsibility for rifles, ammunition, range safety, storage, procurement/rigging and specialized safety protocols?
4. What qualifications must responsible personnel have, and which safety responsibilities are institutional rather than left informally to coaches?

20. Precedent and risk

1. What comparable NGB arrangements has the Board examined, what happened five or ten years later, which failed, and why?
2. Has the Board interviewed athletes and former directors from organizations that underwent similar consolidations?
3. Has the Board examined USSS's history of absorbing, administering, restructuring or discontinuing programs involving other sports and independently verified descriptions of those outcomes?
4. Has the Board completed a written risk assessment identifying legal, financial, governance, athlete, operational, NGB-status and unwind risks?

21. Why the urgency?

1. What requires a decision now, is there an external deadline, who imposed it, and what happens if the Board waits 60 or 90 days?
2. What material opportunity would disappear?
3. Would additional time permit independent legal review, financial analysis, athlete consultation and member examination of the final agreement?
4. If so, why should the Board not take that time?

22. What would cause the Board to say no?

1. What fact, financial result, legal opinion, athlete concern, governance problem or contractual provision would cause proponents to recommend against the transaction?
2. If the answer is effectively 'nothing,' is the process functioning as genuine due diligence?

23. Conditions before any vote

1. Has each Director read the complete final agreement and reviewed independent legal analysis and a multi-year financial comparison?
2. Have all material conflicts been reviewed, reasonable alternatives considered, athlete representatives heard directly, and member concerns reviewed?
3. Have USOPC compliance, IBU implications, termination/unwind provisions and material risks been evaluated?
4. Has each Director had sufficient time to ask questions and received satisfactory written answers?
5. Has each Director independently concluded that the transaction serves the best interests of U.S. Biathlon?

24. The fundamental decision test

1. What specific rights, powers, assets, revenues, responsibilities and decision-making authority does U.S. Biathlon surrender under this agreement - and what enforceable consideration does U.S. Biathlon receive in return?
2. Before voting, can each Director identify in concrete, measurable terms what USBA receives that it cannot obtain while remaining an independent NGB?
3. For each claimed benefit, what contractual provision guarantees delivery?
4. If promised benefits fail to materialize, what mechanism restores USBA substantially to its prior position?
5. After considering legal, financial, governance, athlete-rights, performance, operational and termination risks, why is this transaction in the best interests of U.S. Biathlon, its athletes and its members?