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**HOST CITY CONTRACT**

**FOR THE XXI**

**OLYMPIC WINTER GAMES**

**IN THE YEAR 2010**

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**HOST CITY CONTRACT**  
**FOR THE XXI OLYMPIC WINTER GAMES IN 2010**

executed in Prague, Czech Republic on the 2<sup>nd</sup> day of July 2003

**BETWEEN: THE INTERNATIONAL OLYMPIC COMMITTEE**  
hereinafter represented by Messrs Jacques ROGGE and Richard CARRION,  
duly authorised for all purposes hereof (hereinafter the "IOC")

ON THE ONE HAND

**AND: THE CITY OF VANCOUVER**  
hereinafter represented by Mr Larry CAMPBELL and Ms Judy ROGERS,  
duly authorised for all purposes hereof (hereinafter the "City") and

**THE CANADIAN OLYMPIC COMMITTEE**  
hereinafter represented by Messrs Michael A. CHAMBERS and Christopher  
H. RUDGE, duly authorised for all purposes hereof (hereinafter the "NOC")

ON THE OTHER HAND

**PREAMBLES**

- A. **WHEREAS** the Olympic Charter is the codification of the Fundamental Principles, Rules and Bye-laws adopted by the IOC. It governs the organization and operation of the Olympic Movement and stipulates the conditions for the celebration of the Olympic Games;
- B. **WHEREAS**, according to the Olympic Charter, the IOC is the supreme authority of and leads the Olympic Movement, and the Olympic Games are the exclusive property of the IOC which owns all rights and data relating thereto, in particular, and without limitation, all rights relating to their organization, exploitation, broadcasting, recording, representation, reproduction, access and dissemination in any form and by any means or mechanism whatsoever, whether now existing or developed in the future;
- C. **WHEREAS** the City and the NOC have requested, and the IOC has accepted, that the City be a candidate city to host the XXI Olympic Winter Games in 2010 (hereinafter the "Games");
- D. **WHEREAS** the IOC, at its 115th Session in Prague, has carefully considered the candidature of the City and the NOC, together with the candidatures of the other candidate cities, and has received the advice and comments of the Evaluation Commission for Candidate Cities, which Commission includes representatives of the IOC, the International Federations (hereinafter the "IFs"), the National Olympic Committees, Organizing Committees for Olympic Games prior to the Games, the IOC Athletes' Commission and the International Paralympic Committee as well as specialists whose advice may be helpful;
- E. **WHEREAS** the IOC has reviewed the background and the history of past Olympic Games and has taken note of and has specifically relied upon the desire of the City and the NOC to become a part of the Olympic tradition and history through the hosting of the Games;

- F. **WHEREAS** the IOC has taken note of and has specifically relied upon the covenant given by the government (hereinafter the "Government") of the country in which the City and the NOC are situated (hereinafter the "Host Country") to respect the Olympic Charter and this Contract;
- G. **WHEREAS** the IOC has taken note of and has specifically relied upon the undertaking of the City and the NOC to stage the Games in full compliance with the provisions of the Olympic Charter and this Contract;
- H. **WHEREAS** it is the mutual desire of the IOC, the City and the NOC that the Games be organized in the best possible manner and take place under the best possible conditions for the benefit of the Olympic athletes of the world, and that the Games leave a positive legacy for the City and the Host Country;
- I. **WHEREAS** it is the mutual desire of the IOC, the City and the NOC that the Games contribute to the further development of the Olympic Movement throughout the world;
- J. **WHEREAS**, in contributing to the history of the Olympic Games, the City and the NOC understand the importance of presenting the Games using technology and facilities which are state-of-the-art at the time the Games are organized;
- K. **WHEREAS** the City and the NOC acknowledge and accept the importance of the Games and the value of the Olympic image, and agree to conduct all activities in a manner which promotes and enhances the integrity, ideals and long term interests of the IOC and the Olympic Movement;
- L. **WHEREAS** the City and the NOC acknowledge and accept the importance of ensuring the fullest news coverage by the different media and widest possible audience for the Games;
- M. **WHEREAS** the City and the NOC have taken note of the decision of the IOC, and will assist the IOC, to preserve at the IOC Olympic Museum and Study Centre a complete and comprehensive record of the Games by collecting objects and materials relating to the planning, organization and staging of the Games;
- N. **WHEREAS** the City and the NOC acknowledge and accept the importance of acquiring and transferring knowledge, gained in the course of planning, organizing and staging the Games, to the IOC and to Organizing Committees for Olympic Games subsequent to the Games;
- O. **WHEREAS** the City and the NOC acknowledge and agree that concern for the environment is an important consideration in conducting their activities and undertake to consult with the IOC on environmental issues, in addition to complying with all applicable laws and regulations;
- P. **WHEREAS** the City and the NOC acknowledge and agree to carry out their activities pursuant to this Contract in full compliance with universal fundamental ethical principles, including those contained in the IOC Code of Ethics;
- Q. **WHEREAS**, in reliance upon the matters referred to above, the IOC has voted to elect the City as the host city of the Games and has designated the NOC as the responsible National Olympic Committee for the Games;
- R. **WHEREAS**, the Olympic Charter requires the formation of an "Organizing Committee for the Games" ("OCOG"), who shall intervene as a party and adhere to this Contract; and
- S. **WHEREAS** the parties agree that the foregoing Preambles shall form part of this Contract.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

## **I. BASIC PRINCIPLES**

### **1. Entrustment of Organization of the Games**

The IOC hereby entrusts the organization of the Games to the City and the NOC which undertake to fulfil their obligations in full compliance with the provisions of the Olympic Charter and of this Contract, including, without limitation, all matters referred to in the Appendices to this Contract, which, for greater certainty, are deemed to form part of this Contract.

### **2. Formation of the Organizing Committee of the Games**

The City and the NOC shall, not later than five months following the execution of this Contract, form an OCOG. The OCOG shall be formed, as a legal entity under the laws of the Host Country, in a manner which provides for maximum benefit and efficiency with respect to its operations and its rights and obligations under this Contract, including a tax structure which most favorably enables the OCOG to address its tax issues on a national and international basis. All agreements and constating documents relating to the incorporation and existence of the OCOG shall be submitted to the IOC Executive Board for its prior written approval. Any subsequent changes thereto shall also be submitted to the IOC Executive Board for its prior written approval. The OCOG shall include, among the members of its board of directors and executive committee, the IOC member or members in the Host Country, the President and the Secretary General of the NOC, an athlete having competed in the previous edition of the Olympic Winter Games or the Games of the Olympiad and at least one member representing, and designated by, the City.

### **3. OCOG to be Made a Party to this Contract**

The City and the NOC hereby undertake, within one month after the OCOG's formation, to cause the OCOG to intervene as a party and adhere to this Contract to the effect that all of the terms and conditions of this Contract relating to the OCOG and all the rights and obligations of the OCOG provided for in this Contract shall be legally binding upon the OCOG as if it were a party hereto, and to forward to the IOC Executive Board written confirmation thereof.

### **4. Joint and Several Obligations of the City, the NOC and the OCOG**

The City, the NOC and the OCOG shall be jointly and severally liable for all commitments entered into individually or collectively concerning the planning, organization and staging of the Games, including for all obligations deriving from this Contract, excluding the financial responsibility for the planning, organization and staging of the Games, which shall be entirely assumed, jointly and severally, by the City and the OCOG. To this effect, the IOC may claim against the City, the NOC and/or the OCOG, as the IOC Executive Board deems fit.

### **5. Ensuring Respect of Commitments Undertaken by Government and other Authorities**

The City, the NOC and the OCOG shall ensure that the Government of the Host Country, as well as their regional and local authorities, honor the commitments undertaken by the Government and such authorities in relation to the planning, organization and staging of the Games, including free access into the Host Country for all accredited persons on the basis of a passport (or equivalent document) and the Olympic identity and accreditation card referred to

in the Olympic Charter, and including financial and other support such as the provision of public services, facilities and utilities in relation to the Games. The City, the NOC and the OCOG hereby guarantee that all other cities that are hosting events of the Games, shall fully perform and comply with the terms and conditions of this Contract, and shall carry out their obligations related thereto under the supervision and control of the OCOG.

#### **6. Evolution of Contents of Guidelines and Other Directions**

The City, the NOC and the OCOG recognize that, while the contents of the guidelines and other directions which are contained in this Contract (including its Appendices) represent the current position of the IOC on such matters, such material may evolve as a result of technological and other changes, some of which may be beyond the control of the parties to this Contract. The IOC reserves the right to amend such guidelines and other directions. It is the responsibility of the City, the NOC and the OCOG to adapt to such amendments so that the Games will be organized in the best possible manner. However, should any party to this Contract believe that such amendments result in material adverse effects on its financial or other obligations, it shall so inform the IOC, demonstrating such material adverse effects. The IOC shall then negotiate with the concerned party in order to address such adverse effects in a mutually satisfactory manner.

#### **7. Representations, Statements and Other Commitments shall be Binding**

All representations, statements and other commitments contained in the City's application or candidature documents as well as all other commitments made, either in writing or orally, by the City's application or candidature committee, the City, the national, regional or local authorities or the NOC to the IOC, including those made to the IOC's 115th Session in Prague, shall be binding upon the City, the NOC and the OCOG, as the case may be, unless agreed otherwise by the IOC Executive Board in writing.

#### **8. Prior Agreements of No Effect**

The City and the NOC hereby declare and agree that any undertaking or agreement concluded, approved or consented to by either of them, or by the City's candidature committee, prior to the execution of this Contract and having any connection whatsoever with the Games shall, as regards the application and implementation of this Contract, be null, void and entirely without effect, unless approved in writing by the IOC Executive Board. The City and the NOC represent and warrant that they have brought to the attention of the IOC Executive Board all such agreements and undertakings prior to the signature of this Contract. The City and the NOC shall be jointly and severally responsible in respect of all damages, costs and liabilities of any nature, direct and indirect, which may result from a breach of this provision.

#### **9. Indemnification and Waiver of Claims Against the IOC**

The City, the NOC and the OCOG undertake to indemnify, hold harmless and exempt the IOC, its officers, members, directors, employees, consultants, agents, contractors (e.g. Olympic sponsors and broadcasters) and other representatives, from all payment in respect of any damages suffered by the IOC, including all costs, loss of revenue, and also damages that the IOC may have to pay to third parties (including but not limited to Olympic sponsors and broadcasters) resulting from all acts or omissions of the City, the NOC and/or the OCOG and their respective officers, members, directors, employees, consultants, agents, contractors and other representatives relating to the Games. No admission of liability will be made by the IOC for damages to be paid to third parties. In such a case, the IOC shall permit the City, the NOC and/or the OCOG to control the defence of the claim made by such third party against the IOC provided that the City, the NOC and/or the OCOG acknowledge(s) (i) the need for

continued participation of the IOC in such a claim, (ii) that the IOC Executive Board may decide, in its sole reasonable discretion and without this affecting the City, the NOC and/or the OCOG obligations hereunder, not to pursue and/or implement the strategy recommended by the City, the NOC and/or the OCOG for such a defence if the IOC Executive Board considers that such strategy may materially and adversely affect the interests of the IOC. In relation thereto, the IOC may call the City, the NOC and the OCOG before any court of law where the IOC is sued, irrespective of the arbitration clause provided for in Section 68 of this Contract. Furthermore, the City, the NOC and the OCOG hereby waive any claim against the IOC, its officers, members, directors, employees, consultants, agents and other representatives, for any damages, including all costs, resulting from all acts or omissions of the IOC relating to the Games, as well as in the event of any performance, non-performance, violation or termination of this Contract. This indemnification and waiver shall not apply to willful misconduct or gross negligence by the IOC.

#### **10. Finance-Related Agreements between City and/or NOC and/or OCOG**

All agreements entered into between the City and/or the NOC and/or the OCOG relating to or having any effect upon their financial responsibility with respect to the Games shall be submitted to the IOC Executive Board for its prior written approval. The NOC's share of the marketing revenues from the Joint Marketing Programme Agreement referred to in Paragraph (a) of Section 49 below shall be consistent with what the NOC would have generated should the Games not have been held in the Host Country but in no case shall exceed ten percent (10%) of marketing revenues. The term marketing revenues shall be defined in the Joint Marketing Programme Agreement. However, should the Games generate a surplus, the NOC shall share in such surplus as provided for in Section 44 of this Contract.

#### **11. Olympic Identity and Accreditation Card**

The Olympic identity and accreditation card is a document which confers on its holder the right to take part in the Olympic Games. All matters relating to the Olympic identity and accreditation card, including the categories and related privileges as well as the terms upon which it is issued or withdrawn, are at the sole discretion of the IOC Executive Board. Further details regarding the Olympic identity and accreditation card are contained in the "Accreditation and Entries at the Olympic Games - Official Guidelines" which is attached to this Contract as Appendix "A". Such Olympic identity and accreditation card, when presented together with a passport (or equivalent document) establishing the identity of its holder, constitutes the document authorizing entry into the Host Country.

#### **12. Rights and Benefits Provided by IOC to OCOG and NOC**

In consideration of the City, the NOC and, the OCOG fully performing and complying with their obligations contained in this Contract, and in order to assist the City, the NOC and the OCOG to plan, organize and stage the Games as contemplated in this Contract, the IOC hereby agrees that:

- a) The IOC shall provide to the OCOG a share of the net revenues from the international Olympic marketing programme. Such share shall be determined as set forth in Paragraph (e) of Section 49 and Appendix "F" ("IOC Marketing Guidelines") of this Contract;
- b) The IOC entitles the OCOG to retain ninety-two and a half percent (92.5%) of the value of the cash consideration, and ninety-five percent (95%) of the value of the value-in-kind consideration (goods and services), of all gross revenues derived from the use of the emblem and mascot, as provided in Paragraph (d) of Section 49 of this Contract;



- c) The IOC entitles the OCOG to retain ninety-two and a half percent (92.5%) of the revenues generated from all forms of ticket sales pertaining to Games, as provided in Paragraph (d) of Section 49 of this Contract;
- d) The IOC entitles the OCOG to retain a share of the proceeds from Olympic coin and banknote programmes. Such share shall be determined as set forth in Paragraphs (f) and (h) of Section 49 of this Contract;
- e) The IOC entitles the OCOG to retain a share of the proceeds from Olympic stamp programmes. Such share shall be determined as set forth in Paragraphs (d), (g) and (h) of Section 49 of this Contract;
- f) The IOC shall provide the OCOG, at the IOC's expense, with the benefit of the experience of a Coordination Commission, composed of representatives of the IOC, the IFs, the National Olympic Committees, Organizing Committees for Olympic Games prior to the Games, the IOC Athletes' Commission and the International Paralympic Committee as well as specialists whose advice may be helpful, as provided in Section 25 of this Contract;
- g) The IOC shall provide the OCOG, including by way of educational courses, at the IOC's expense, the knowledge and expertise, which the IOC has acquired over the years, in order to assist the OCOG in relation to the planning, organization and staging of the Games, as provided in Section 26 of this Contract;
- h) If the IOC determines that the OBO (as defined in Paragraph (a) of Section 51 of this Contract) will be an entity controlled by the IOC itself, the IOC will incur costs and expenses in relation to the OBO, as referred to in further detail in Section 52 of this Contract;
- i) The IOC may provide the OCOG, at the IOC's cost, with other benefits in order to assist the OCOG in relation to the planning, organization and staging of the Games;
- j) The IOC entitles the OCOG and the NOC to retain eighty percent (80%) of any surplus resulting from the celebration of the Games, to be divided among them as provided in Section 44 of this Contract;
- k) The IOC shall provide to the OCOG a share of the revenues from agreements relating to all forms of broadcasting of the Games. This share shall be determined by the IOC, at its discretion, taking into consideration the value of the rights and benefits provided by the IOC to the OCOG, and the costs and expenses incurred by the IOC, pursuant to this Contract; and
- l) The IOC shall provide to the OCOG a share of the consideration generated from on-screen or other broadcast identification/exposure (referred to in Paragraph (i) of Section 49 of this Contract) in the same manner as set forth in Paragraph (k) of this Section 12.

As a condition for the IOC agreeing to the above, the OCOG will be required to provide to the IOC a standby letter(s) of credit, or some other form of security acceptable to the IOC, which is linked to the OCOG's successful planning, organizing and staging of the Olympic Games. This security will be to cover advances in consideration that the IOC provides to the OCOG pursuant to this Contract.

The rights and benefits granted by the IOC pursuant to this Contract shall, unless otherwise stated in this Contract, expire on 31<sup>st</sup> December 2010.

All rights and benefits not expressly granted by the IOC to the City, the NOC and the OCOG are hereby reserved by and to the IOC.

### **13. Responsibility for the Organization of an IOC Session and Other Meetings**

The City and the OCOG shall be responsible for organizing various IOC meetings in the period leading up to, and during, the Games including the IOC Session. The City and the OCOG shall abide by the "IOC Guide to Organizing Meetings" which is attached to this Contract as Appendix "B".

## **II. PRINCIPLES OF PLANNING, ORGANIZATION AND STAGING**

### **14. General Organization Plan and Master Plan of the OCOG**

As soon as possible, but in any event not later than six months after the formation of the OCOG, the OCOG shall submit a general organization plan and the master plan of the OCOG and of the Games to the IOC Executive Board for its prior written approval. All changes to such general organizational plan and/or master plan shall be subject to the prior written approval of the IOC Executive Board. The OCOG shall provide to the IOC, at OCOG's cost, on a regular basis, as requested by the IOC Executive Board, updates and details regarding the OCOG's general organization and master plan. Without limiting the generality of the foregoing, the OCOG shall provide to the IOC information and relevant documentation, including statistics, regarding the coordination and organization required for the strategy of the Games (e.g. regarding human resources, accommodation, transportation, volunteers).

### **15. Validity of Agreements**

The City, the NOC and the OCOG hereby agree to and confirm the following:

- a) that the legal validity and effectiveness of all their agreements entered into by them, directly or indirectly concerning the Games or the IOC's moral or material rights, are subject to the prior written approval of the IOC Executive Board; and
- b) that, based upon standard form agreements to be provided to the OCOG by the IOC (e.g. with respect to sponsorship, suppliership, licensing, sale of Olympic coins in the territory of the National Olympic Committees, ticket agents), the OCOG shall establish and submit to the IOC Executive Board for its prior written approval, standard form agreements to be executed between the OCOG and third parties and ensure that all agreements that it enters into with third parties comply therewith. Any changes to the standard form agreements must be submitted, in blacklined form, to the IOC Executive Board for its prior written approval.

The IOC will consult with the OCOG, upon the latter's request, to agree upon areas in which the IOC may be prepared to establish and implement operational procedures for their mutual convenience, including types of agreements with respect to which the IOC Executive Board may agree to waive its rights of approval.

## **16. Promoting Olympism and the Games, Press Releases**

- a) The City, the NOC and the OCOG shall promote the development of Olympism as well as the sporting merits of the great international festival of youth constituted by the Games, including, without limitation, their social, educational, aesthetic and moral aspects as approved by the IOC Executive Board. In conformity with the Fundamental Principles of the Olympic Charter, the OCOG shall also undertake, in cooperation with the IOC, various initiatives, in connection with sport, in favour of peace and human understanding, including the promotion of the observance of the Olympic Truce; and
- b) All press releases issued by the City, the NOC or the OCOG, which quote the IOC President or members of the IOC, or which make direct reference to the IOC President or members of the IOC, shall be submitted to the IOC Communications Department for its prior written approval.

## **17. No Inconsistent Commitments or Activities**

With respect to the provisions of the Olympic Charter and the terms of this Contract, the City, the NOC and the OCOG hereby confirm:

- a) that no other important meeting or event, national or international, shall take place in the City itself, or its neighborhood or in the other competition sites, during the Games or during the preceding or following week, without the prior written approval of the IOC Executive Board;
- b) that the City shall not use the Games to serve any purpose other than the interests of the Olympic Movement;
- c) that no agreements shall be entered into, having any connection with the Games, between the OCOG and any national organization, (whether governmental or non-governmental), without the prior written approval of the IOC Executive Board;
- d) that no negotiations shall take place nor agreements be entered into, having any connection with the Games, between the OCOG and any international or supranational organization (whether governmental or non-governmental), or foreign states, without the prior written approval of the IOC Executive Board; and
- e) that no invitations or accreditations shall be issued, having any connection with the Games, to any foreign governmental or political personalities without the prior written approval of the IOC Executive Board or the IOC President.

## **18. Transportation**

- a) The OCOG shall provide a reliable system of transportation, free of charge, for the Olympic Family, including accredited competitors, team officials and other team personnel, judges and referees, media, sponsors/suppliers, Games-related workforce, delegations of Organising Committees for the Olympic Games and other persons designated by the IOC Executive Board. All aspects of transportation shall be subject to the prior written approval of the IOC Executive Board. In particular, transportation shall be provided, free of charge, to the Olympic Family between the airport (servicing the City) and the Olympic Village and other places where such accredited persons are accommodated, and to and from the above-noted places of accommodation and all venues (including the training venues) related to the Games within the City and the Host Country. In addition, the OCOG shall abide by the terms and conditions set forth in the "Provisions Regarding Transportation for the Olympic Family" attached to this Contract as Appendix "C".
- b) The payment of the travel expenses, in economy class, of the team delegations of the National Olympic Committees (i.e. the duly qualified and accredited competitors and the accredited team officials and other team personnel entitled to stay in the Olympic Village), to the City from the capital city or main airport designated by each National Olympic Committee, by direct route, shall be borne by the OCOG.
- c) The payment of the travel expenses, in economy class, of the international judges, referees and other technical officials, including the persons on the juries of appeal of the respective IFs, within the total number adopted by the IOC Executive Board upon proposal of the IF concerned, to the City from their countries of residence, shall be borne by the OCOG. The OCOG shall also pay the travel costs, within the Host Country, of the national judges, referees and other technical officials.
- d) The City and the OCOG shall take the necessary steps so that the general public can benefit from a reliable, safe and efficient transportation to and from the Olympic venues during the period of the Games.

## **19. Environmental Protection**

The City, the NOC and the OCOG undertake to carry out their obligations and activities under this Contract in a manner which embraces the concept of sustainable development that complies with applicable environmental legislation and serves to promote the protection of the environment. In particular, the concept of sustainable development shall include concerns for post-Olympic use of venues and other facilities and infrastructures.

## **20. Look of the Games**

The City, the NOC and the OCOG shall develop a comprehensive "look of the Games" programme whereby, in the period leading up to and during the Games, all venues and key points throughout the City will be decorated with the Olympic Symbol and other Olympic-related terminology and images. A formal plan will be submitted to the IOC Executive Board for review, in accordance with the terms of the Marketing Plan Agreement referred to in Paragraph (b) of Section 49 below. Within twelve months of signature of this Contract, the City in conjunction with the OCOG will place signage at key gateway points identifying the City as host city of the Games.

## **21. Security**

The appropriate authorities of the Host Country shall be responsible for all aspects of security. The City, the NOC and the OCOG and the aforementioned authorities shall ensure that all

appropriate and necessary security measures shall be taken in order to guarantee the safe and peaceful celebration of the Games.

## **22. Medical**

- a) **Health Services:** The City, the NOC and the OCOG shall be responsible for all aspects of medical/health services related to the Games, through the appropriate authorities in the City and the Host Country. The City, the NOC and the OCOG shall be responsible for ensuring the implementation of all necessary and appropriate medical/health service measures, including repatriation, in accordance with the instructions received from the IOC Executive Board. Medical services shall be provided free of charge, to the accredited competitors, team officials and other team personnel and representatives of the IOC, the IFs and the National Olympic Committees and other accredited persons at the Games as designated by the IOC Executive Board, for all medical conditions occurring during their stay in the Host Country for the Games. The extent and level of such services shall be subject to the prior written approval of the IOC Executive Board.
- b) **Doping Controls:** The OCOG, at its expense, shall put into place and carry out doping controls, under the authority of the IOC Medical Commission, in accordance with the instructions received from the IOC Executive Board and the provisions of the Anti-Doping Code that will be applied by the IOC. The duly accredited laboratory, used upon the occasion of the Games, shall be situated in the City.

## **23. Entry Formalities for Certain Personnel and Goods**

The City, the NOC and the OCOG recognize that, in relation to the organization of the Games, it will be necessary to arrange for the temporary entry, before, during and after the Games, of certain personnel (in addition to those persons in possession of Olympic identity and accreditation card referred to in Section 11 above) into the Host Country and for the importation of equipment and supplies for purposes of the Games, the broadcast of the Games and for the use of the IOC, the IFs, the delegations of the participating National Olympic Committees, the media and sponsors/suppliers. The OCOG shall cause all necessary steps to that effect to be taken by the appropriate authorities. Without limiting the generality of the foregoing, the OCOG shall ensure that such personnel are able to obtain appropriate work permits and that all such equipment and supplies, including medical supplies, can enter the Host Country for such purposes, without any duties or taxes being payable, provided that such equipment and supplies are either consumed in the Host Country, disposed of (other than by sale) or exported within a reasonable time following the end of the Games. Not later than three years before the Opening Ceremony of the Games, the OCOG shall submit to the IOC Executive Board, for its prior written approval, the arrangements it has made to this effect with the appropriate authorities in the Host Country.

## **24. OCOG Progress Reports**

The OCOG shall forward to the IOC Executive Board half-yearly reports in English and French on the progress of the preparation of the Games, including details on the financial situation regarding the planning, organizing and staging of the Games. Commencing four years before the Opening Ceremony of the Games, such reports shall be forwarded quarterly. Moreover, the OCOG shall promptly provide oral and written reports whenever the IOC Executive Board requests it to do so. Decisions taken by the IOC Executive Board or the IOC Session following such reports shall be acted upon immediately by the OCOG.

## **25. Coordination Commission**

The IOC President shall establish a Coordination Commission to manage and implement the working relationship between, on the one hand, the OCOG and, on the other hand, the IOC, the IFs and the National Olympic Committees. Such Commission, which will include representatives of the IOC, the IFs, the National Olympic Committees, Organizing Committees for Olympic Games prior to the Games, the IOC Athletes' Commission and the International Paralympic Committee as well as experts, will monitor on behalf of the IOC, the decisions, activities and progress of the OCOG, provide assistance to the OCOG and exercise any additional authority conferred upon it by the IOC Executive Board. The Coordination Commission shall meet with the OCOG on a regular basis and, in the case of any matter that cannot be resolved by it or in respect of which any party refuses to act in accordance with its decision, the IOC Executive Board shall make the final decision. The monitoring provided to the OCOG by the Coordination Commission shall not reduce the responsibility of the OCOG with respect to the consequences of the OCOG's decisions and activities. The Coordination Commission shall be independent from the OCOG. The travel and accommodation costs of the members of the Coordination Commission shall be borne by the IOC.

## **26. IOC/OCOG Mutual Assistance; Transfer of Knowledge; Archives and Records Management**

- a) The IOC shall share its knowledge and expertise, which it has acquired over the years, to assist the OCOG in relation to the planning, organization and staging of the Games. In particular, the IOC shall provide to the OCOG a copy of the information that it has acquired from Organizing Committees for Olympic Games prior to the Games regarding the various aspects of the planning, organization and staging of the Olympic Games.
- b) Similarly, the OCOG undertakes to share its knowledge and expertise in relation to the planning, organization and staging of the Games to assist the IOC and Organizing Committees for Olympic Games subsequent to the Games, as requested by the IOC Executive Board. The OCOG shall update the information provided to it by the IOC, in close cooperation with and subject to the approval of the IOC Executive Board, taking into consideration the knowledge and expertise that it has acquired with respect to the planning, organization and staging of the Games. The OCOG shall provide to the IOC, free of charge and as reasonably requested at any time by the IOC Executive Board, all such updated information as well as all other documents and materials (e.g. databases, software systems, customer data and profiling, Games-related statistics) in relation to all aspects of the planning, organization and staging of the Games. Without limiting the generality of the foregoing, the OCOG shall provide to the IOC, free of charge, the database of customer information, with full demographic and profiling data relating to all customers of Games-related products and services. The OCOG shall not provide such information, documents or materials to third parties without the express prior written approval of the IOC Executive Board.

- c) From the date of its formation, the OCOG shall maintain an information management and archives process which coordinates all key information, both public and internal, and which provides for safe storage of documents and materials, including those of financial, legal and historical value, and which allows for consultation of such documents and materials where appropriate. Within three months after the conclusion of the Games, the OCOG shall submit to the IOC, at least in English, a global summary report of the Games containing all the information in connection with the planning, organization and staging of the Games, together with an analysis of performance, in accordance with the structure defined by the IOC Executive Board. The OCOG shall ensure that, both during the period leading up and subsequent to the Games, the archives relating to the Games are safely kept and managed, and that the IOC shall have free access to all such archives.
- d) The OCOG shall take steps to help ensure the smooth transition of its knowledge and expertise prior to, during and after the Games, to the IOC and other persons as designated by the IOC, including representatives of Organizing Committees for Olympic Games subsequent to the Games and representatives of candidate cities. Without limiting the generality of the foregoing, the OCOG shall support the following initiatives, in accordance with the instructions of the IOC Executive Board: (i) a secondment programme, pursuant to which a reasonable number of job positions may be filled, prior to, during and after the Games, by members of the staff from Organizing Committees of Olympic Games subsequent to the Games; (ii) an observation programme, pursuant to which the activities of the OCOG may be observed, particularly at pre-Games rehearsals and during the period of the Games; and (iii) a Games debriefing programme, pursuant to which the OCOG and/or the NOC shall cooperate with the IOC in the holding of meetings or seminars until one year after the Games are held, including making available, at their expense, appropriate persons that are or were members of the OCOG staff for such meetings and seminars.
- e) From the date of its formation, the OCOG shall maintain an information management unit which will coordinate all matters in relation to the transfer of knowledge described in this Section 26, in close cooperation and subject to the approval of the IOC Executive Board.

### **III. ORGANIZATION OF ACCOMMODATION**

#### **27. Olympic Village**

An Olympic village, and other appropriate accommodations, services and facilities as referred to in the Olympic Charter, reserved for the competitors, team officials and other team personnel, shall be provided by the OCOG in accordance with the terms and conditions contained in the "IOC Olympic Village Guidelines and National Olympic Committee Requirements", which are attached to this Contract as Appendix "D".

- a) It is not possible at this time to specify the maximum number of such competitors, team officials and other team personnel accommodated in the Olympic Village and other appropriate accommodations. A final estimate shall be provided upon completion of the XX Olympic Winter Games in 2006. At the present time, however, the OCOG shall undertake to provide accommodation for at least 3,750 persons.
- b) The Olympic Village and other appropriate accommodations shall be available, with all necessary services, for a period determined by the IOC Executive Board.

- c) Room and board at the Olympic Village and other appropriate accommodations, during the period that it is made available, shall be provided free of charge for the duly qualified and accredited competitors, team officials and other team personnel, as determined by the IOC Executive Board.
- d) The IOC has made a provision for supplementary accommodation for accredited team officials and other team personnel not residing in the Olympic Village. The costs of such accommodation shall be covered by the respective National Olympic Committees. It is not possible at this time to specify the maximum number of such team officials and other team personnel. A final estimate shall be provided upon completion of the XX Olympic Winter Games in 2006. At the present time, however, the OCOG shall undertake to provide at least 600 rooms.

## **28. Media Accommodation**

The OCOG shall be responsible for ensuring that there is sufficient and adequate accommodation for all accredited media, at the expense of such accredited media, as set forth in the "IOC Media Guide", which is attached to this Contract as Appendix "E". Where the hotel infrastructure of the City cannot provide sufficient and adequate accommodation for all accredited media, the OCOG must provide one or, depending upon the location of the Olympic venues and other relevant conditions, several media villages.

- a) It is not possible at this time to specify the maximum number of accredited media representatives at the Games. A final estimate shall be provided upon completion of the XX Olympic Winter Games in 2006. At the present time, however, the OCOG shall undertake to provide at least 8,000 rooms. The persons referred to in this provision include persons working for the host broadcasting organization of the Games or "OBO" (as referred to in Paragraph (a) of Section 51 of this Contract), rights-holding broadcasters and the written and photographic press, but do not include the guests of rights-holding broadcasters referred to in Paragraph (c) of Section 29 of this Contract.
- b) The media village(s) shall be made available, with all necessary services, not later than ten days before the Opening Ceremony until two days following the Closing Ceremony of the Games. However, accommodation shall be made available in advance to those technicians of the accredited media, and particularly rights-holding broadcasters, who will live in the City for several weeks or even months before the beginning of the Games.
- c) All other media accommodation shall be arranged in accordance with the needs of such accredited media, provided that the period of availability, with necessary services, shall not be less than that referred to in Paragraph (b) above.
- d) Rates for hotels for the media and media village(s) must be submitted to the IOC Executive Board for its prior written approval.

## **29. Accommodation for Olympic Family, Judges and Referees and Sponsors**

### **a) Olympic Family**

The OCOG shall be responsible for providing sufficient and adequate accommodation for all accredited members of the Olympic Family, as designated by the IOC Executive Board, in such hotels as approved by the IOC Executive Board. The IOC shall pay for the accommodation costs of the IOC Members (including honorary and honor members) and accompanying persons, IOC management and staff, IOC interpreters, IOC Commission members, IOC advisors, consultants, agents and experts and IOC guests, in conformity with the list to be



provided by the IOC to the OCOG to this effect. The other members of the Olympic Family shall pay for their own accommodation costs unless otherwise agreed in writing by the IOC Executive Board or unless otherwise provided for in this Contract.

- i) It is not possible at this time to specify the maximum number of such accredited members of the Olympic Family. A final estimate shall be provided upon completion of the XX Olympic Winter Games in 2006. At the present time, however, the OCOG shall undertake to provide at least 950 rooms.
- ii) In addition, the OCOG shall provide an estimated number of 200 rooms for representatives (e.g. members of their Executive Boards, technical delegates, staff, guests) of IFs whose sport is on the programme of the Games, and an estimated number of between 1,000 and 2,000 rooms for guests of National Olympic Committees whose delegations participate in the Games.
- iii) In addition, the OCOG shall provide an estimated number of 200 rooms for the observers from Organizing Committees for Olympic Games subsequent to the Games. Such accommodation shall be in reasonable proximity to where such persons will be carrying out their observations.
- iv) All members of the IOC (including honorary and honor members) shall be accommodated in one hotel. To the extent possible, all other members of the Olympic Family shall be accommodated in the same hotel or in hotels situated nearby.
- v) The room rate for the Olympic Family, by hotel category, (for a single or double room with bath and buffet breakfast for two persons) shall be as stated in the bid documentation of the City's candidature committee. There shall be no increase for inflation, tax or any other charges unless expressly stipulated in the bid documentation of the City's candidature committee. Any guarantee or advance deposit to be made for such accommodation, as well as the rates for related services such as telephone, in-room data lines and modem connection, room-service, laundry and dry cleaning, shall be subject to the prior written approval of the IOC Executive Board.
- vi) The OCOG shall provide accommodation beginning at least two weeks before the Opening Ceremony of the Games until two days after the conclusion of the Games, for the IOC management, staff and IOC interpreters, in the same hotel or in a hotel within reasonable walking distance of the hotel in which the members of the IOC are accommodated. The IOC shall advise the OCOG of the estimated number and type of rooms no later than 6 months prior to the beginning of the Games.
- vii) The OCOG shall submit to the IOC Executive Board, for its prior written approval, its detailed proposals for the allocation of rooms to the Olympic Family and the payment schedule for such rooms.
- viii) The OCOG shall abide by the "IOC Guide to Organizing Meetings" which is attached to this Contract as Appendix "B" on the occasion of all meetings convened at the request of the IOC from the time of signature of this Contract until at least three days after the Closing Ceremony of the Games.

- ix) The OCOG shall provide, at its expense, three video walls consisting of multiple television screens enabling the simultaneous viewing of all of the events of the Games (i.e. the international television signals) – one in the room of the IOC President and two in or around the IOC offices in the official hotel. The OCOG shall also ensure, at its expense, that the international television signals of the Games can be received in the offices of the IOC management and staff and in the rooms of the hotel(s) that are occupied by the Olympic Family.
- x) The OCOG shall provide, at its expense, an IOC members' meeting room/lounge, in the hotel in which the members of the IOC are accommodated, fully equipped as directed by the IOC Executive Board.

**b) Judges and Referees and Other Technical Officials**

The OCOG shall be responsible, at its expense, for the room and board of the international judges, referees and other technical officials, including the persons on the juries of appeal of the respective IFs, and the board and lodging expenses of the national judges needed for the competitions, within the total number adopted by the IOC Executive Board upon proposal of the IF concerned. Such accommodations shall be subject to the prior written approval of the IOC Executive Board. Each room so provided should have bath and/or shower facilities. The board so provided should include breakfast and a reasonable per diem for the duration of the respective sports competitions plus three days. It is not possible at this time to specify the maximum number of such persons. A final estimate shall be provided upon completion of the XX Olympic Winter Games in 2006. At the present time, however, the OCOG shall undertake to provide, at the OCOG's cost, at least 320 rooms, in single occupancy, for international judges, referees and other technical officials, and at least 120 rooms, in single occupancy, for national judges.

**c) Sponsors**

The OCOG shall be responsible for ensuring that there is sufficient and adequate accommodation, for allocation to be approved by the IOC Executive Board, for all sponsors (including support and technical staff), suppliers, guest of rights-holding broadcasters and marketing partners, at the latter's cost, as set forth in the "IOC Marketing Guidelines" attached to this Contract as Appendix "F". It is not possible at this time to specify the maximum number of such persons. A final estimate shall be provided upon completion of the XX Olympic Winter Games in 2006. At the present time, however, the OCOG shall undertake to provide at least 4,700 rooms of superior quality including approximately 1,000 rooms for guests of rights-holding broadcasters. A certain number of such accommodations must be available at least one week prior to the Opening Ceremony until two days after conclusion of the Games.

**30. Spectators**

Special efforts shall be undertaken by the City, the NOC and the OCOG to maintain control over the availability and prices of the hotel rooms in and around the City during the period of the Games and that Olympic spectators be charged reasonable prices.

**31. General Price Control**

Where there are no specific prices established pursuant to this Contract, by the IOC Executive Board or by any other arrangement approved by the IOC Executive Board, the highest prices charged for hotel rooms, conference rooms and related services for accredited persons attending the Games, shall not exceed the lowest average convention prices thereof for the four year period following the execution of this Contract adjusted only for such inflation as is established to the satisfaction of the IOC Executive Board. The payment schedule for such

rooms shall be subject to the prior written approval of the IOC Executive Board. The City, the NOC and the OCOG shall ensure that reasonable prices are charged to non-accredited persons attending the Games.

#### **IV. ORGANIZATION OF SPORTS PROGRAMME**

##### **32. Sports Programme, Dates for Holding the Games**

- a) The IOC has informed the OCOG of the programme of the Games (sports and disciplines). The specific daily programme (i.e. events) shall be submitted by the OCOG to the IOC Executive Board for its prior written approval not later than three years before the Games. Notwithstanding any approval of such programmes, the IOC Executive Board reserves the right to make changes relating to events as it may consider to be in the best interests of the Games. However, should such changes result in material adverse effects on the financial or other obligations of the OCOG, it shall so inform the IOC and demonstrate such material adverse effects. The IOC shall then negotiate with the OCOG in order to address such material adverse effects in a mutually satisfactory manner.
- b) The final dates for the holding of the Games, including the number of days of competition and the scheduling of the Opening and Closing Ceremonies, shall be decided by the IOC Executive Board in consultation with the OCOG.

##### **33. Technical Standard for Each Sport**

The City, the NOC and the OCOG undertake to respect the technical standards for each sport, including the provision of adequate and properly equipped sports competition facilities and training sites commensurate with preparation for Olympic-level competition and the number of competitors expected to participate in the Games, as proposed by the relevant IF and as shall be approved by the IOC Executive Board.

##### **34. Olympic Venues**

The capacity, contents, location, structure (permanent/temporary) and construction schedule of the Olympic venues proposed by the City and the NOC in their application to host the Games may not be modified without the prior written approval of the IOC Executive Board, in consultation with the relevant IF or, in the case of modifications with regard to the Olympic Village, in consultation with the National Olympic Committees.

#### **V. ORGANIZATION OF CULTURAL PROGRAMME**

##### **35. Cultural Programme**

The OCOG must organize a programme of cultural events which shall be submitted to the IOC Executive Board for its prior written approval not later than three years before the Games. This programme must serve to promote harmonious relations, mutual understanding and friendship among the participants and other persons attending the Games. The cultural programme must cover at least the entire period during which the Olympic Village is open. The cultural programme shall also include the IOC's own programme of exhibitions, if any. Part of the seating area for the events on the cultural programme taking place in the City must be reserved by the OCOG, free of charge, for the participants accredited at the Games.

## **VI. CEREMONIES, OLYMPIC FLAME AND TORCH-RELAY, MEDALS AND DIPLOMAS**

### **36. Scenarios for Ceremonies**

Not later than 18 months before the Games, the OCOG shall submit the scenarios and detailed programme for all ceremonies, including the Opening Ceremony of the IOC Session upon the occasion of the Games, the welcome ceremonies at the Olympic Village, the Opening and Closing Ceremonies of the Games and the victory, medals and diplomas ceremonies to the IOC Executive Board for its prior written approval. Thereafter, any proposed changes shall be re-submitted to the IOC Executive Board for its prior written approval. The OCOG shall inform the IOC Executive Board, as early as possible when the ceremonies, in particular the Opening and Closing Ceremonies of the Games, can be seen in their substantive entirety. The OCOG shall facilitate the access of the representatives designated by the IOC Executive Board to view such ceremonies, including access backstage, in order that such representatives can ensure that the ceremonies are in conformity with the terms and conditions of this Contract.

### **37. Olympic Flame and Torch Relay**

The IOC holds all rights relating to the use of the Olympic flame and of Olympic torches. As a consequence, all matters relating to the Olympic flame and the torch relay programme, including the design, the numbers produced and the distribution thereof, the lighting of the Olympic flame, all aspects relating to the torch relay, including, the number of runners, the route and the provision of equipment and, more generally, any animation or other programme created and/or put into place by or for the OCOG related thereto shall be submitted to the IOC Executive Board for its prior written approval. It is understood and agreed that there shall be only one torch relay programme relating to the Games. The OCOG shall provide to the IOC, prior to the Opening Ceremony of the Games, at the OCOG's expense, forty (40) torches.

### **38. Performances at the Ceremonies**

The OCOG shall ensure that appropriate documentation is executed with the performers at the ceremonies, including the ceremonies referred to in Sections 36 and 37 above, in order to ensure that the IOC may use and authorize the use of such performances, without charge, to promote the Olympic Games and the Olympic Movement.

### **39. Medals and Diplomas**

All medals, including Olympic winners' medals and commemorative medals, and all diplomas, shall be produced and distributed under the strict supervision, and subject to the prior written approval of the IOC Executive Board. The diplomas awarded to the competitors placing in the top eight shall include the names of such competitors and the sports and events for which they were awarded. Without limiting the generality of the foregoing, the number of Olympic winners' medals struck shall be subject to the prior written approval of the IOC Executive Board, and the OCOG shall furnish to the IOC a certificate confirming the exact number of such medals that have been struck. The OCOG shall provide to the IOC, at the OCOG's expense, twenty-five (25) sets of the Olympic winners' medals (i.e. a total of 75 medals - 25 gold, 25 silver and 25 bronze). Subsequent to the Games, the OCOG shall provide to the IOC an inventory detailing the distribution of all Olympic winners' medals.

## **VII. INTELLECTUAL PROPERTY-RELATED MATTERS**

### **40. Exclusive Rights of IOC in the Games; Conveyance of Rights to the City upon Conditions**

- a) The City, the NOC and the OCOG acknowledge, without limiting any provision of the Olympic Charter, that the Games (including the pre-Olympic events, which are events organized under the financial responsibility or patronage of the OCOG, using the installations intended for use during the Games) are the exclusive property of the IOC, that the IOC has secured certain international trademark rights regarding the "CITY + 2010" identification of the Games, either combined or not with the Olympic Symbol (i.e. the five rings), and that the IOC owns all rights and data relating to their organization, exploitation, broadcasting, recording, representation, marketing, reproduction, access and dissemination by any means or mechanism whatsoever, whether now existing or developed in the future.
- b) The IOC Executive Board may assign, license or otherwise convey all or any part of such rights, or the benefit the IOC derives from such rights, to the OCOG or to other parties at its own discretion, including, without limitation, those rights relating to or deriving from the official emblem, mascot(s), posters and any artistic, orthographic or visual representations or designations, including, but not limited to, any and all copyright, design and trademark rights relating to the Games. Such conveyance of rights or benefits shall be conditional upon the IOC Executive Board being satisfied as to the protection of the IOC's proprietary rights with respect to the various objects and marks.
- c) The City, the NOC and the OCOG further agree and undertake that if, for any reason whatsoever, any rights relating directly or indirectly to the Games are held by the City, the NOC, the OCOG or by any other third party as a consequence of any form of agreement with the City, the NOC or the OCOG, all such rights shall be held by such bodies in a fiduciary capacity for the benefit of the IOC and, under all circumstances, shall be assigned to the IOC by such bodies, at their cost, in form and substance satisfactory to the IOC Executive Board upon the request of the IOC Executive Board.
- d) Actions in the Host Country, with respect to unauthorized use of the properties relating to the Games, including trademark rights, shall be taken by the OCOG, at its expense, in consultation with the IOC. Actions outside the Host Country, with respect to the unauthorized use of the said properties, shall be taken by the IOC, at the OCOG's expense, in consultation with the OCOG.

**41. Legal Protection of Olympic Symbol, Emblems and Mascot(s)**

- a) The City, the NOC and/or the OCOG have ensured, or shall ensure, not later than 31st December 2003, that the Olympic Symbol, the terms "Olympic" and "Olympiad" and the Olympic motto are protected in the name of the IOC and/or have obtained, from the Government and/or the competent national authorities of the Host Country, adequate and continuing legal protection to the satisfaction of the IOC Executive Board and in the name of the IOC. The NOC confirms that, in accordance with the Olympic Charter, should such domestic legal protection exist or be expressed in the name of or for the benefit of the NOC, the NOC shall exercise any such rights in accordance with the instructions received from the IOC Executive Board. The City, the NOC and/or the OCOG shall ensure that the above-noted legal protection provides for a procedure which allows intellectual property disputes, concerning the above-noted properties, to be solved in a quick and timely manner, in particular before and during the actual period of the Games.
- b) The City, the NOC and/or the OCOG shall ensure that, not later than one year from the date of the formation of the OCOG, the NOC emblem is properly protected in the Host Country in the name of the NOC. Should there remain any doubts as to the protection of the said emblem, the City, the NOC and the OCOG shall obtain, from the Government and/or the competent national authorities of the Host Country, adequate and continuing legal protection to the satisfaction of the IOC Executive Board and in the name of the NOC.
- c) The City, the NOC and/or the OCOG shall ensure that, not later than one year from the date of the formation of the OCOG, the OCOG emblem, the OCOG mascot(s) and the "CITY + 2010" identification of the Games are properly protected, in consultation with the IOC, in the Host Country in the name of the OCOG and/or the NOC and that all relevant documents and information have been made available to the IOC for the purpose of the international trademark protection of the foregoing in the IOC's name. Should there remain any doubts as to the protection of the foregoing in the Host Country, the City, the NOC and/or the OCOG shall obtain, from the Government and/or the competent national authorities of the Host Country, adequate and continuing legal protection to the satisfaction of the IOC Executive Board.
- d) As for the international protection of the OCOG emblem, the OCOG mascot(s) and the "CITY + 2010" identification of the Games, the IOC shall carry out such protection, in the name of the IOC, in consultation with the OCOG. The OCOG shall provide the IOC with all relevant documentation in a timely manner in order that the IOC can effectively carry out such protection. All costs incurred by the IOC in connection with the international trademark protection of such emblem, mascot(s) and the "CITY + 2010" identification of the Games shall be borne by the OCOG.
- e) The City, the NOC and the OCOG shall ensure that any and all trademark applications filed or registered in the territory of the Host Country, as well as any and all copyrights and designs (whether filed or not by the OCOG in the Host Country) with respect to its emblem and mascot(s) and the "CITY + 2010" identification of the Games shall be assigned to the IOC or, if the IOC Executive Board so requests, to the NOC effective not later than 30<sup>th</sup> June 2010. The said assignments, in form and substance satisfactory to the IOC Executive Board, shall be executed upon the request of the IOC Executive Board.
- f) Paragraphs (b) and (d) of Section 40 above shall apply, *mutatis mutandis*, to the subject matter of this Section 41.

## **42. Proprietary Rights in Artistic Intellectual or Other Works**

- a) All proprietary rights, including copyright, in all graphic, visual, artistic and intellectual works or creations developed by or on behalf of or for the use of the City's candidature committee, the City, the NOC or the OCOG with respect to the Games shall vest in and remain in the full ownership of the IOC, including, without limitation, the following matters:
- i) bid logo of City's candidature committee;
  - ii) emblems and mascots (including those referred to in Paragraph (c) of Section 41 above), including all graphic and three-dimensional representations thereof;
  - iii) pictogrammes;
  - iv) poster designs;
  - v) Olympic torch designs and any moulds relating thereto;
  - vi) badges and any moulds relating thereto;
  - vii) Olympic winners and commemorative medals designs and any moulds relating thereto;
  - viii) diplomas;
  - ix) Official publications;
  - x) musical works as referred to in the Olympic Charter;
  - xi) other graphic works;
  - xii) multi-media works;
  - xiii) medical-related data; and
  - xiv) databases and statistics relating to the Games, including those related to competitors, purchasers of Games tickets and persons registering or making inquiries with respect to Games-related services.

(hereinafter cumulatively referred to as the "IOC IPR")

The design of any such IOC IPR shall be subject to the prior written approval of the IOC Executive Board.

- b) All the moulds of the Olympic and commemorative medals and torch designs, and all undistributed medals, diplomas and torches shall be delivered and assigned, without reservation or encumbrance, by the OCOG to the IOC, at no cost, upon the conclusion of the Games. No reproductions or replicas of such medals, diplomas, torches or moulds shall be made or authorized or permitted by the OCOG.

- c) The City, the NOC and the OCOG shall ensure that any and all trademark applications filed or registered as well as any and all copyrights or design (whether filed or not) with respect to the IOC IPR shall be assigned to the IOC (i) effective not later than 30<sup>th</sup> June 2010 with respect to the Host Country and (ii) effective from the outset with respect to all territories outside the Host Country. The said assignments, in form and substance satisfactory to the IOC Executive Board, shall be executed upon the request of the IOC Executive Board.
- d) The City, the NOC and the OCOG shall ensure that all persons, either physical or legal, involved in the creation of all such IOC IPR have signed a copyright and intellectual property rights assignment, in form and substance satisfactory to the IOC Executive Board, before they start working on any projects. The City, the NOC and the OCOG shall execute such further agreement(s) as the IOC Executive Board may require at any time to secure the full assignment of all copyright and other intellectual property as aforesaid to the IOC.
- e) Paragraphs (b) and (d) of Section 40 above shall apply, *mutatis mutandis*, to the subject matter of this Section 42.
- f) The City, the NOC and the OCOG shall ensure that all works developed for the Games, by them or by third parties contracted by them, including all information systems and tools as referred to in Section 26 of this Contract, such as documents, databases, software systems, customer data and profiling, as well as those items referred to in Paragraph (a) of Section 42 of this Contract, shall be copyrighted from the outset, free of any encumbrances, solely in the name of the IOC. The OCOG shall ensure that appropriate documentation is executed with the authors of all such documents and materials in order to ensure the foregoing and, if requested by the IOC Executive Board, shall enter into such further agreement(s) to this effect.
- g) The City, the NOC and the OCOG shall provide to the IOC, free of charge, the works referred to in Paragraph (f) of Section 42 above in electronic and editable format or other format(s) as may be requested by the IOC Executive Board, so as to facilitate the actual use of such works by the IOC and by third parties authorized by the IOC. Such transfer shall be carried out, as directed by the IOC Executive Board, within a period not exceeding 6 months after the completion of the Games. The City, the NOC and the OCOG shall also provide to the IOC three hard copies of each of the works referred to above.

## **VIII. FINANCIAL AND COMMERCIAL OBLIGATIONS**

### **43. Guarantee Deposits, Retention Fund**

- a) Within ten days of execution of this Contract, the City shall pay a guarantee deposit to the IOC of one million US dollars (US \$1,000,000).
- b) In addition, five percent (5%) of the sums of money owing to the OCOG, in relation to the sale of all broadcasting rights and the International Programme (referred to in Paragraph (e) of Section 49 below) shall be paid into a retention fund maintained and controlled by the IOC. The IOC Executive Board shall determine, in consultation with the OCOG, the application of the retention fund in relation to the organization of the Games and the obligation of the OCOG in respect thereof.



- c) Following the conclusion of the Games, after presentation of the final accounting by the OCOG, pursuant to Section 59 of this Contract, and the resolution of any outstanding disputes which affect the IOC, the sums (or the balance thereof) referred to in Paragraphs (a) and (b) above shall be returned to the OCOG together with such interest as the IOC shall have received in respect thereof.
- d) The National Olympic Committees shall not be required to pay a guarantee deposit with respect to their stay in the Olympic Village and other appropriate accommodations. If the National Olympic Committees do not meet their obligations with respect to this matter, the IOC may make the appropriate payments on behalf of the National Olympic Committees and deduct such sums from the consideration otherwise payable by the IOC Olympic Solidarity Programme to the concerned National Olympic Committees.
- e) Without prejudice to the foregoing, and without prejudice to any other right and recourse of the IOC pursuant to this Contract or the Olympic Charter or otherwise, if, due to any cause directly or indirectly attributable to the City, the NOC or the OCOG in the performance or non-performance of their obligations pursuant to this Contract, the Games do not take place in the City as contemplated herein, the above-mentioned sums, including interest, shall be kept by the IOC as liquidated damages without further notice notwithstanding the right to claim for the performance of the obligations and the actual damages sustained.

#### **44. Division of Surplus**

Any surplus resulting from the celebration of the Games shall be divided as follows:

- a) twenty percent (20%) to the NOC;
- b) sixty percent (60%) to be used for the general benefit of sport in the Host Country as may be determined by the OCOG in consultation with the NOC; and
- c) twenty percent (20%) to the IOC.

The OCOG shall, at the time the general organization plan referred in Section 14 above is submitted, present to the IOC Executive Board, for its prior written approval, a statement of the accounting principles which it proposes to adopt for the purpose of determining the amount of such surplus. OCOG revenues from the sale of broadcasting rights, sponsorships, tickets and similar sources shall not be used to provide infrastructures unless otherwise approved in writing by the IOC Executive Board. Should the OCOG communicate to the general public a surplus that is greater than the one submitted to the IOC Executive Board, the surplus communicated to the general public shall be used for the purposes of this Section.

#### **45. Financial Reporting**

In addition to the reports referred to in Section 24 above, the OCOG shall submit to the IOC the following information:

- a) annual financial statements certified by an independent certified public accountant;
- b) regular detailed management accounts prepared for OCOG management by the OCOG finance department; and
- c) all reports generated by internal auditors.

The OCOG shall supply such other data to the IOC and give the IOC or its representative(s) such access to its records as the IOC Executive Board may reasonably request in order for the IOC to verify such information.

Without limiting the generality of the foregoing, the IOC shall have the right, at any time, to audit, or to have its representative(s) audit, the accounts of the City, the NOC and the OCOG with respect to the planning, organizing and staging of the Games.

#### **46. Admission Tickets, Distribution System**

All aspects of the admission ticket programme shall be subject to the prior written approval of the IOC Executive Board, which shall consider the reasonable ticket needs in the Host Country, not later than two years prior to the Opening Ceremony of the Games. Without limiting the generality of the foregoing, the prior written approval of the IOC Executive Board shall be required with respect to the system of distribution of tickets, the prices of the tickets, the total number of tickets required by and distributed to the IOC, the IFs, the National Olympic Committees, Olympic broadcasters, Olympic sponsors and suppliers and the rest of the Olympic Family, the distribution of tickets throughout the world (by the National Olympic Committees or their authorized agents), ticket conditions, ticket returns and exchanges, including collection and redistribution of tickets bought by National Olympic Committees or fans of teams as such teams are eliminated, the payment schedule(s) for the purchase of tickets and a proposed method of filling empty seats on the dates of the events. The OCOG shall be responsible for the physical handling of the distribution of tickets, as directed by the IOC Executive Board. The OCOG shall be responsible to ensure that the ticketing system proposed, including all aspects of distribution (e.g. selection of official travel agents, resellers) is in strict compliance with any applicable regulations. The IOC shall have first selection with respect to all its ticket requirements. The cost of such tickets (i.e. face value) shall be credited against the royalty owed to the IOC pursuant to Section 49(d) below. Ticket prices must be kept as low as reasonably possible and be established taking socio-economic factors into consideration with the aim of allowing maximum spectator attendance to the sports competitions. The OCOG shall ensure that, for the Opening and Closing Ceremonies, there are seats available in the main stadium, free of charge, for all accredited competitors, team officials and other team personnel. The OCOG shall ensure that a reasonable number of tickets are made available, free of charge, through the National Olympic Committees, particularly to accredited competitors to attend competitions in sports, other than their own, and to team officials and other team personnel, throughout the full duration of the Games. In addition the OCOG shall abide the terms and conditions set forth in the "IOC Ticketing Guide" attached to this Contract as Appendix "G".

#### **47. Propaganda, Advertising and Other Commercial Activities at Venues**

The City, the NOC and the OCOG shall ensure that the provisions of the Olympic Charter relating to propaganda and advertising are strictly observed. No Olympic venues, or major access points leading to Olympic venues, shall be encumbered during the period of the Games by any franchise, concession or any other commercial agreement, including the right to name the venue to promote any third party or third party's products or services, that would conflict with or cause a breach of any agreement entered into by the IOC or the OCOG. The City, the NOC and the OCOG shall ensure that no propaganda or advertising is placed within the Olympic venues or outside the Olympic venues in such a manner so as to be within the view of the television cameras covering the sports at the Games or of the spectators watching the sports at the Games. Also, the City, the NOC and the OCOG shall ensure that no propaganda or advertising is allowed in the airspace over the City and other cities and venues hosting Olympic events, during the period of the Games.

The City shall not engage in any marketing, commercial or signage programmes in relation to the Games (or which could be seen to be associated with the Games) without the prior written approval of the IOC Executive Board. The City, the NOC and the OCOG shall ensure that there is no breach of these obligations. All appropriate controls to the effect referred to above shall be put into place as soon as possible after the formation of the OCOG but, in any event not later than one year after the formation of the OCOG. The City, the NOC and the OCOG shall comply forthwith with any directions given in such regard by the IOC Executive Board.

#### **48. Publications**

All official publications, including OCOG programmes and brochures (e.g., medical, technical and media brochures and site plans of the venues) shall be submitted by the OCOG to the IOC Executive Board for its prior written approval before they are printed or distributed in any form and, unless the IOC Executive Board otherwise approves, shall contain no advertising of any kind.

#### **49. Marketing Programmes**

- a) **Joint Marketing Programme:** The OCOG shall be bound by the terms and conditions of the joint marketing programme agreement, executed between the City and the NOC prior to the signature of this Contract, as approved by the IOC Executive Board ("**Joint Marketing Programme Agreement**"). This Joint Marketing Programme Agreement shall combine all of the marketing and commercial rights of OCOG and the NOC, unencumbered by any option or prior grant, for the period commencing on 1<sup>st</sup> January 2005 and ending on the date agreed upon in the Joint Marketing Programme Agreement as approved by the IOC Executive Board, and in conformity with the instructions communicated by the IOC Executive Board to this effect. Signature by the NOC shall warrant that all national federations in the Host Country shall also comply with and be bound by the NOC's obligations pertaining to marketing.
- b) **Marketing Plan Agreement:** Pursuant to the Joint Marketing Programme Agreement referred to in Paragraph (a) of Section 49 above, the OCOG shall execute a marketing plan agreement with the IOC, not later than 31<sup>st</sup> December 2004 ("**Marketing Plan Agreement**"). This Marketing Plan Agreement shall address all elements of the marketing plan in relation to the Games as developed in conjunction with the IOC and shall be subject to the prior written approval of the IOC Executive Board. The City, the NOC and the OCOG shall not participate in any marketing programme relating to the Games, directly or indirectly, other as expressly permitted by this Marketing Plan Agreement.
- c) **Avoiding Ambush Marketing:** The City, the NOC and the OCOG acknowledge the importance of protecting the rights granted to Olympic sponsors and other commercial partners and, to this effect, they agree to take all necessary steps, at their cost (including developing and implementing a programme in relation to the prevention of ambush marketing activities and the taking of legal recourse, if appropriate), to prevent and/or terminate any ambush marketing or any unauthorized use of Olympic properties. The OCOG shall present the IOC with a detailed ambush prevention plan, in accordance with the terms of the Marketing Plan Agreement and the "**Olympic Marketing Ambush Prevention and Clean Venue Guidelines**", which Guide forms a part of Appendix "**F**" to this Contract.

Without restricting the generality of the foregoing, the City, the NOC and the OCOG shall ensure that there are no other marketing, advertising or promotional programmes in the Host Country, the activities of which will have any impact on the marketing programmes relating to the Games. For example, they shall ensure that no marketing, advertising or promotional programmes organized by one or more national federations, sports organizations or any other public or private entity in the Host Country shall refer to the Games, any Olympic team or the year of the Games, or imply any connection with the Games, any Olympic team or the year of the Games. The City shall ensure that no sponsorship or marketing rights identified with the City, any of its agencies, agents or any body of which it may form part of or on which it is represented, the Games or the period in which the Games will be held, shall be granted without the prior written approval of the IOC Executive Board.

- d) **IOC Royalties:** Subject to Paragraphs (e) and (f) below, the IOC shall receive, from the gross contracted amount, seven and a half percent (7.5%) of the value of the cash consideration of all contracts pertaining to the marketing plan and the Joint Marketing Programme or containing any element of commercial exploitation of the emblem, mascot or designations of the Games or relating to the Games in any way, including but not limited to revenues from the sale of admission tickets, and five percent (5%) of the value of the consideration of all contracts which provide for value-in-kind or other forms of consideration (e.g. goods or services) to be supplied in return for, or in connection with which, any advertising, promotional or other rights are granted or permitted. It is understood that this also applies to the NOC's share of the Joint Marketing Programme.
- e) **International Programme:** In consideration of the importance to the Olympic Movement of long term Olympic sponsorship, the City, the NOC and the OCOG acknowledge and agree that the IOC may initiate and implement an international Olympic marketing programme (the "International Programme") relating to the Games, which will take precedence over all other marketing programmes. The City, the NOC and the OCOG undertake to fully participate in such International Programme and to procure all such rights, and abide by the obligations, as set out in the "IOC Marketing Guidelines" attached to this Contract as Appendix "F", with a view to facilitating the sponsors of the International Programme to achieve their goals and commercial objectives in the Host Country. The provisions of Paragraph (d) above shall not apply to product and service categories included in and forming part of the International Programme.
- f) **Coin and Banknote Programmes of Host Country:** The Olympic coin and banknote programmes of the Host Country, including the number and type of coins and banknotes included in such programmes, shall be subject to the prior written approval of the IOC Executive Board. The IOC's share of revenue from any Olympic coin and banknote programmes of the Host Country shall be three percent (3%) of the face value of coins and banknotes from the circulating programme and three percent (3%) from the commemorative programme of the price to dealers of all coins, FOB Mint, where the Mint has no retail operations (and if the Mint has retail operations, three percent (3%) of the retail price). The detailed financial terms of the Coin and Banknotes Programme(s) shall be in accordance with the Marketing Plan Agreement. The provisions of Paragraph (d) above shall not apply to the coin and banknote programmes of the Host Country.

- g) **Stamp Programmes of Host Country:** The Olympic stamp programmes of the Host Country, including all philatelic items included in such programmes, shall be subject to the prior written approval of the IOC Executive Board. The IOC's share of revenues from all Olympic stamp programmes of the Host Country shall be in accordance with Paragraph (d) of Section 49 above. The detailed financial terms of the Olympic stamp programmes shall be in accordance with the Marketing Plan Agreement.
- h) **IOC Coin, Banknote, Stamp and Medal Programmes:** The City and the NOC hereby acknowledge that the IOC has the right to introduce its own coin, banknote, stamp and medal programmes and confirm that no objection shall be taken to such programmes and that such coins, banknotes, stamp and medals may be sold in the territory of the NOC on the same terms and conditions as in other countries. The IOC, the NOC and the OCOG shall exercise complete cooperation with regard to their respective coin, banknote, stamp and medal programmes.
- i) **On-Screen Identification:** Any consideration (to be determined by agreement between the IOC, the OCOG and the concerned sponsor/supplier) generated from on-screen or other broadcast identification/exposure shall be shared between the IOC and the OCOG, as set forth in Paragraph (l) of Section 12 above.

## 50. Taxes

- a) **Payments to be received by the IOC or certain third parties:** The City and/or the OCOG shall bear all taxes, including direct and indirect taxes, whether they be withholding taxes, customs duties, value added taxes or any other indirect taxes, whether present or future, due in any jurisdiction on a payment to be made to the IOC or any third party owned and/or controlled by the IOC, including Olympic Broadcasting Services and Olympic Games Knowledge Services, with respect to the revenues generated in relation to the Games. In particular, if a withholding tax, a value added tax or any other indirect tax is due to the Host Country, to Switzerland or to any other jurisdiction on a payment to be received by the IOC or any of the above-noted third parties pursuant to this Contract and/or pursuant to an agreement with an Olympic sponsor, broadcaster or other commercial partner, the payment shall be increased and paid by the OCOG so that the IOC or such third party, after the applicable tax, receives an amount that equals the amount it would have received had there been no such tax. The City and/or the OCOG shall indemnify the IOC or such third party for any direct taxes that could be borne by the IOC or such third party in the Host Country, so that if the IOC or such third party is liable for the payment of direct taxes in the Host Country, it shall be put in the same situation as if such direct taxes had not been due.
- b) **Payments to be made by the IOC or certain third parties:** The City and/or the OCOG shall bear all taxes, whether they be withholding taxes, customs duties, value added taxes or any other indirect taxes, whether present or future, due in any jurisdiction on a payment to be made by the IOC or any third party owned and/or controlled by the IOC, including Olympic Broadcasting Services and Olympic Games Knowledge Services, with respect to the revenues generated in relation to the Games. The amount of a payment to be made by the IOC or any of the above-noted third parties pursuant to this Contract shall not be increased by any taxes due on such payment. If the IOC or such third party is liable for the payment of such tax, the net payment received by the City, the NOC or the OCOG shall be reduced by an amount corresponding to such tax or, if the payment to the City, the NOC or the OCOG has already been made, the tax subsequently paid by the IOC or such third party shall be reimbursed in full to the IOC or such third party by the City, the NOC or the OCOG, as the case may be.

- c) **Competitors' Performances:** The City and the OCOG shall ensure that either (i) there shall not be any taxes imposed in the Host Country upon the competitors in relation to any financial or other rewards received by the competitors as a result of their performance at the Games, or (ii) should any such taxes be imposed in the Host Country, the financial or other rewards shall be increased and paid by the OCOG so that the competitors, after the applicable taxes, receive an amount that equals the amount they would have received had there been no such taxes.
- d) **IOC and OCOG To Cooperate:** While the City and/or the OCOG shall bear all taxes as provided for above, the IOC agrees, where practical, to cooperate with the OCOG to help reduce any tax impact on the City and the OCOG by discussing with the OCOG the appropriate steps (including the restructuring of the contractual relationship) in order to avoid or minimize such taxes, to the fullest extent permitted by law, provided that the IOC or the third party owned and/or controlled by the IOC shall have no obligation to enter into any alternative arrangement or do any act or omit to do any act which would materially prejudice its own legal, tax, commercial or financial position.

## **IX. MEDIA COVERAGE OF THE GAMES**

### **51. Broadcasting Agreements**

- a) All agreements relating to all forms of broadcasting of the Games, now or hereafter existing, shall be negotiated and concluded by the IOC. It is expressly understood that all decisions relating to the conduct of the negotiations and the contents and execution of the said agreements, including all basic facilities, services and other requirements to be provided by the OCOG and/or the host broadcasting organization of the Games (the "Olympic Broadcasting Organization" or "OBO"), rest within the exclusive competence of the IOC Executive Board. No statement relating to such negotiations may be made by or on behalf of the OCOG without the prior written approval of the IOC Executive Board. No agreement between broadcasters and the OCOG may occur without the prior written approval of the IOC Executive Board. The City and the NOC shall require the OCOG to adhere to the terms and conditions of all broadcast agreements entered or to be entered into by the IOC with respect to the Games.
- b) The IOC agrees to provide to the OCOG a share of the revenues from agreements relating to all forms of broadcasting of the Games, as set forth in Paragraph (k) of Section 12 above.
- c) Should any variation occur in the distribution of broadcasting revenues within the Olympic Family as a result of legislation adopted subsequent to the date of this Contract or as a result of an agreement reached by the IOC which the IOC deems to be in the best interests of the Olympic Movement, then the amount of such variation shall be taken into account before determining the amount of the provision referred to in the provisions of Paragraph (b) hereof.

## **52. Facilities and Services for the Broadcasting of the Games**

The City, the NOC and the OCOG acknowledge and accept the importance of ensuring the highest broadcast quality of the Games and the widest possible worldwide audience for the Games. The OBO shall be established in accordance with the following provisions in order to provide the facilities, services and other requirements for the broadcasting of the Games, as defined in the "IOC Media Guide" attached to this Contract as Appendix "E" and in the document entitled "Facilities and Services for Broadcasting to be Provided by the OCOG to the OBO" attached to this Contract as Appendix "P".

- a) The IOC Executive Board will determine, by 31<sup>st</sup> March 2004 at the latest, whether the OBO will be an entity controlled by the IOC itself or by the OCOG.
- b) If the IOC Executive Board determines that the OBO will be an entity controlled by the IOC itself, the OCOG shall still be responsible for providing certain facilities, services and other requirements as described in further detail in this Contract, including the "IOC Media Guide" and the document entitled "Facilities and Services for Broadcasting to be Provided by the OCOG to the OBO", details of which will be further set out in an agreement to be entered into between the IOC, the OBO and the OCOG. The IOC shall establish a budget detailing the expenses to be incurred by the OBO and the IOC with respect to the broadcasting of the Games. It is the OCOG's obligation to fully cooperate with the OBO in accordance with the instructions of the IOC Executive Board.
- c) If the IOC Executive Board determines that the OBO will be an entity controlled by the OCOG, the OCOG shall be responsible to make available, at its expense, the OBO which shall provide the facilities, services and other requirements as described in further detail in this Contract. The OBO shall be appointed and operational not later than sixteen months after the formation of the OCOG.
- d) All such above-mentioned facilities, services and other requirements for the broadcasters for their use, as well as the general infrastructure, shall be provided free of charge by the OCOG unless expressly specified otherwise in the "IOC Media Guide" and the document entitled "Facilities and Services for Broadcasting to be Provided by the OCOG to the OBO". In the latter case, the prices shall be set out in a Rate Card, subject to the prior written approval of the IOC Executive Board, as stated in further detail in Section 56 below.
- e) All contracts between the OCOG and the OBO or between the OCOG and/or the OBO and/or telecommunication company(ies) and/or any television organization, concerning any services or facilities which involve costs to be paid by the media, which are not fully addressed by the above-mentioned Rate Card, shall be submitted to the IOC Executive Board for its prior written approval.

- f) All international television signals (including sound and picture) as well as all other material and data related to the Games produced or distributed by, or on behalf of, the OBO shall be copyrighted in the name of the IOC and copyright notices shall be inserted as may be required by the IOC Executive Board but shall, at a minimum, be prominently shown at the beginning and end of each session of the daily coverage of each sport, together with such other notices as the IOC Executive Board may require. The results service, to be produced by the OCOG, in a format to be determined by the IOC Executive Board, shall be copyrighted by the OCOG in the name of the IOC and, subject to any terms and conditions required by the IOC Executive Board, shall be available for transmission through the OBO to the international broadcasters authorized by the IOC, at the OCOG's cost.
- g) A complete copy of the international television signals (including sound and picture) as well as, if produced by the OBO, a copy of the clean feed of such signals, of professional quality and in such technical formats as may be requested by the IOC Executive Board, accompanied by full and complete computerized time-coded logs, shall be delivered by the OBO to the IOC, free of charge, not later than one month after the conclusion of the Games. The OBO shall provide to the IOC, free of charge, on a daily basis during the Games, a copy of the daily highlight summary tapes (to the extent such highlight summary tapes are produced by the OBO) in a professional quality and in such technical format as may be requested by the IOC Executive Board.

### **53. Press Facilities and Services**

- a) The OCOG shall make available, at its expense, the facilities, services and other requirements for the written and photographic press at the Games, as defined in the "IOC Media Guide", which is attached to this Contract as Appendix "E".
- b) All such facilities, services and other requirements for the written and photographic press for their use shall be provided free of charge by the OCOG unless expressly specified otherwise in the "IOC Media Guide". In the latter case, the prices shall be set out in a Rate Card, subject to the prior written approval of the IOC Executive Board, as stated in further detail in Section 56 below.
- c) The results service, in a format to be determined by the IOC Executive Board, shall be copyrighted in the name of the IOC and, subject to any terms and conditions required by the IOC Executive Board, including the cost, if any, shall be available for transmission from the OCOG to the international agencies recognized by the IOC. Such service shall, subject to any terms and conditions required by the IOC Executive Board, also be available to accredited media, the IFs, the National Olympic Committees and other persons designated by the IOC Executive Board.

### **54. Internet**

All Internet agreements relating to the Games including those related to e-commerce, on-line ticket sales, on-line merchandising, the establishment of any website or other interactive media service and/or the distribution of Games-related media content via any digital media platform, network or service, shall be negotiated and concluded exclusively by the IOC. Without limiting the generality of the foregoing, the IOC may, in its sole discretion, agree that the OCOG have its own Internet website subject to the IOC and the OCOG mutually agreeing upon the content of such website and the sharing of the revenues deriving therefrom. For the sake of clarity, should any rights be granted with respect to the broadcast of the Games over the Internet, the consideration generated therefrom shall be shared between the IOC and the OCOG in the same manner as set forth in Paragraph (k) of Section 12 above.



### **55. All Other Forms of Media or Communication**

The right to enter into any other agreements, relating to the Games, with respect to all other forms of media, communication and exhibition, including, without limitation, multi-media, interactive, or any other form, now or hereafter existing, shall belong exclusively to the IOC.

## **X. OTHER OBLIGATIONS**

### **56. Rate Card Prices**

The prices contained in the Rate Cards referred to in Paragraph (d) of Section 52 and Paragraph (b) of Section 53 above shall, because of the importance of the worldwide coverage of the Games, be kept as low as reasonably possible. Similarly, the rate card prices for the services and facilities made available to the IFs, the National Olympic Committees, other members of the Olympic Family and sponsors/suppliers shall be kept as low as reasonably possible. All rate card prices, including related terms and conditions, shall be subject to the prior written approval of the IOC Executive Board.

### **57. Paralympic Games**

The Paralympic Games shall be organized by the OCOG approximately ten days following the conclusion of the Games. The Paralympic Games shall be organized in accordance with the agreement signed between the IOC and the International Paralympic Committee ("IPC"), a copy of which is attached to this Contract as Appendix "H". In principle, all benefits and services offered with respect to the Games should also apply with respect to the Paralympic Games (e.g. in relation to access of persons into the Host Country, customs formalities, etc.). The OCOG shall pay to the IPC a lump sum of four million United States dollars (US \$4,000,000) in return for all rights with respect to the broadcasting and the marketing programs related to such Paralympic Games, including the right to receive the proceeds from the sale of admission tickets. The legal validity and effectiveness of all broadcasting and marketing agreements entered into by the OCOG with respect to the Paralympic Games shall be subject to the prior written approval of the IOC Executive Board.

### **58. Technology**

Technology covers, among other things, information systems and networks (hardware and software), Internet and similar technology, telephony and telecommunications, cabling, timekeeping, scoring, measuring and display systems, PA systems, photocopiers and fax machines, photographic equipment and developing laboratories and televisions and similar items now or hereafter existing.

The OCOG is responsible for planning and implementing all the technological means necessary for the preparation and smooth running of the Games. The IOC may require that the OCOG make certain information available, within a specified period of time, to certain groups of people determined by the IOC Executive Board.

The IOC reserves all commercial rights relating to the area of technology. The OCOG may not choose suppliers in the field of technology without the prior written approval of the IOC Executive Board, which must also approve the clauses of contracts with such suppliers before these are signed. The OCOG shall ensure that such contracts contain clauses which require the suppliers to regularly update the IOC regarding the progress of the delivery of the services and/or products provided thereunder.

The IOC reserves the right to choose suppliers to cover one or more areas of technology necessary to the preparation and smooth running of the Games. The OCOG must work with these suppliers to define, develop, implement, test and operate the appropriate solutions. The OCOG must fulfil its obligations pursuant to the clauses included in the contracts between the IOC and these suppliers and shall enter into appropriate contracts with such suppliers, as may be required by the IOC Executive Board, in accordance with the IOC on-going and global strategy.

The IOC recognizes the importance of the Internet in the organization of the Games. The IOC reserves all rights in relation to the Internet and other similar technology. These rights include not only the commercialization, but also the content and choice of technical solutions and their implementation. The OCOG must obtain the prior written approval of the IOC Executive Board before taking any decisions regarding this area.

The OCOG will be responsible for paying all technology-related costs.

The OCOG will comply with the terms set forth in the "IOC Technology Guidelines" attached to this Contract as Appendix "T".

#### **59. OCOG Reports to the IOC Upon Conclusion of the Games**

Upon the conclusion of the Games, the OCOG shall publish the official report referred to in the Olympic Charter, in at least French and English, in accordance with the IOC guidelines. The official report shall include a Games impact study. The OCOG shall submit to the IOC Executive Board for its prior written approval a detailed outline of the contents of the official report two years before the conclusion of the Games and shall submit the proofs of the contents of such official report to the IOC Executive Board for its prior written approval before it is printed, and provide the IOC Executive Board with not less than sixty (60) days to review the contents and grant such approval prior to publication. After its publication, three hundred (300) copies shall be delivered by the OCOG to the IOC (or to its order) free of charge. The OCOG shall also deliver one copy, free of charge, to each IOC member (including honorary and honor members), in one of the languages of publication, as requested by such recipients. The OCOG shall also deliver one copy, free of charge, to each of the National Olympic Committees and IFs participating in the Games, in one of the languages of publication, as requested by such recipients. The OCOG shall also provide to the IOC, at no charge, for its archives, a copy of such report, in electronic or other format defined by the IOC Executive Board. Prior to completion of the liquidation of the OCOG in accordance with the provisions of the Olympic Charter, the OCOG shall prepare and submit to the IOC Executive Board a final report, in English and in French, on its operations in relation to such liquidation, including audited financial statements.

### **XI. TERMINATION**

#### **60. Termination of Contract**

- a) The IOC Executive Board shall be entitled to terminate this Contract and to withdraw the Games from the City if:

- i) the Host Country is at any time, whether before the Opening Ceremony or during the Games, in a state of war, civil disorder, boycott, embargo decreed by the international community or in a situation officially recognized as one of belligerence or if the IOC Executive Board has reasonable grounds to believe that the safety of participants in the Games would be seriously threatened or jeopardized;
  - ii) the covenant of the Government of the Host Country (as referred to in Section 5 of this Contract) is not respected; or
  - iii) there is a violation by the City, the NOC or the OCOG of any material obligation pursuant to this Contract, the Olympic Charter or the applicable law.
- b) Should the IOC Executive Board intend to terminate this Contract and withdraw the Games, it shall (provided there is no need for urgent action, as determined by the IOC Executive Board) proceed as follows:
- i) if the IOC Executive Board determines that a contingency set forth in Section 60(a) above has occurred or is occurring, it shall be entitled to put the City, the NOC and the OCOG, jointly and/or severally, on notice, by registered mail, telefax (with confirmation copy sent by registered mail) or special courier with acknowledgement of receipt, and to call upon any or all of such parties to remedy or cause to be remedied the contingency(ies) specified by the IOC Executive Board within sixty (60) days of the date of such notice provided, however, that if, on the day on which such notice is sent by the IOC Executive Board, the period remaining until the date of the Opening Ceremony of the Games is less than one hundred and twenty (120) days, the above-mentioned sixty (60) day deadline shall be reduced to one half of the number of days running from the date on which such notice is sent until the date of the Opening Ceremony; and
  - ii) if, following a notice served in accordance with Paragraph (b)(i) above, the contingency(ies) ascertained by the IOC Executive Board has or have not been remedied to the reasonable satisfaction of the IOC Executive Board within the deadline set forth in the said Paragraph (b)(i), the IOC Executive Board shall then be entitled, without further notice, to withdraw immediately the organization of the Games from the City, the NOC and the OCOG and to terminate this Contract with immediate effect, without prejudice to the IOC's right to claim any and all damages.

In case of withdrawal of the Games by the IOC Executive Board, or termination of this Contract by the IOC Executive Board for any reason whatsoever, the City, the NOC and the OCOG hereby waive any claim and right to any form of indemnity, damages or other compensation and hereby undertake to indemnify and hold harmless the IOC, its officers, members, directors, employees, consultants, agents and other representatives, from any third party claims, actions or judgements in respect of such withdrawal or termination. It is the responsibility of the OCOG to notify all parties with whom it contracts of the content of this Section.

## **XII. MISCELLANEOUS**

### **61. Respect of Appendices**

In addition to those Appendices already referred to, the City, the NOC and the OCOG shall abide by the terms and conditions set forth in the "Provisions Regarding Insurance", the

"IOC Protocol Guide", the "Provisions Regarding the IOC Olympic Museum and IOC Archives", the "Provisions Regarding the IOC Medical Commission", the "Provisions Regarding the Court of Arbitration for Sport" and the "Provisions Regarding the World Anti-Doping Agency" attached to this Contract as Appendices "J", "K", "L", "M", "N" and "O" respectively.

## **62. Damages**

The IOC Executive Board may determine that a default may be cured by payment of damages and shall be entitled to withhold an amount sufficient for such purposes from any payment due or grant to be made to the OCOG. In such event, if the OCOG disputes the amount of any such deduction, the OCOG shall have the burden of establishing that such amount was unreasonable in the circumstances.

## **63. Delegation by the IOC**

The IOC Executive Board may delegate, at its discretion, authority for the implementation of this Contract to such person or persons as it may designate from time to time.

## **64. Assignment by the City, the NOC or the OCOG**

The City, the NOC and the OCOG shall not assign any rights or obligations under this Contract or the Olympic Charter, in whole or in part, without the prior written approval of the IOC Executive Board.

## **65. Unforeseen or Undue Hardship**

Should any provision of this Contract give rise to undue hardship affecting the OCOG, which could not have been foreseen at the date of execution hereof, the OCOG may request the IOC Executive Board to consider such changes as may be reasonable in the circumstances, provided that such changes shall not adversely affect either the Games or the IOC and, provided, further, that any such changes shall be a matter of discretion to be exercised by the IOC Executive Board.

## **66. Relationship of the Parties**

This Contract does not constitute either of the parties hereto the agent of any of the other parties nor create a partnership, joint venture or similar relationship between any of the parties.

## **67. Resolution of Disputes Between OCOG and the Olympic Family**

Should any dispute arise pursuant to this Contract between, on the one hand, the City, the NOC and/or the OCOG and, on the other hand, the members of the Olympic Family and, in particular, the IFs or the National Olympic Committees, which dispute cannot be resolved amicably between the parties concerned, such dispute shall be submitted to the IOC Executive Board for final resolution.

## **68. Governing Law and Resolution of Disputes; Waiver of Immunity**

This Contract is governed by Swiss law. Any dispute concerning its validity, interpretation or performance shall be determined conclusively by arbitration, to the exclusion of the ordinary courts of Switzerland or of the Host Country, and be decided by the Court of Arbitration for Sport in accordance with the Code of Sports-Related Arbitration of the said Court. The arbitration shall take place in Lausanne, in the Canton of Vaud, Switzerland. If, for any reason, the Court of Arbitration for Sport denies its competence, the dispute shall then be determined conclusively by the ordinary courts in Lausanne, Switzerland. The City, the NOC and the OCOG hereby expressly waive the application of any legal provision under which they may claim immunity against any lawsuit, arbitration or other legal action (i) initiated by the IOC, (ii)

initiated by a third party against the IOC, particularly as per Section 9 above, or (iii) initiated in relation to the commitments undertaken by the Government and its regional and local authorities as reflected in Section 5 above. Such waiver shall apply not only to the jurisdiction but also to the recognition and enforcement of any judgment, decision or arbitral award.

The City and the NOC agree that such actions and any other notices shall be validly served if they are addressed to the OCOG.

#### **69. Languages**

In general, all information and documentation submitted to the IOC pursuant to this Contract, shall be submitted in English and French, the official languages of the IOC. In exceptional circumstances, the IOC may agree, in its discretion, to a summary in English and/or French, as the case may be. All agreements requiring the approval of the IOC Executive Board must be submitted to the IOC in at least English or French and, insofar as the IOC is concerned, the English or French version shall prevail.

The English version of this Contract shall prevail.

#### **70. Olympic Charter**

For the purposes of this Contract, the Olympic Charter means the Olympic Charter in force upon the conclusion of the 115th IOC Session, including its Rules and Bye-Laws. Notwithstanding the foregoing, the IOC reserves the right to amend the Olympic Charter with respect to governance of the Olympic Movement and for such purposes the version of the Olympic Charter which is amended from time to time shall prevail, unless the OCOG proves that such changes have materially adversely affected the financial or other rights or obligations of the OCOG hereunder.

#### **71. Precedence of this Contract**

Should there be any conflict between the provisions of this Contract and the Olympic Charter, the provisions of this Contract shall take precedence.

#### **72. Authorization of Signatories**

Each of the parties hereto represents and warrants that the persons executing this Contract on its behalf have been duly and properly authorized to execute this Contract and that all necessary formalities in that regard have been duly and properly performed.

#### **73. Headings**

The headings given to each section of this Contract are for convenience only. They shall not be deemed to affect in any way the meaning of the provisions to which they refer.

#### **74. Appendices**

All Appendices referred to below shall form an integral part of this Contract.

Appendix "A": Accreditation and Entries at the Olympic Games – Official Guidelines

Appendix "B": IOC Guide to Organizing Meetings

Appendix "C": Provisions Regarding Transportation for the Olympic Family

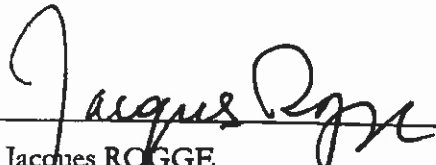
Appendix "D": IOC Olympic Village Guidelines and National Olympic Committee Requirements

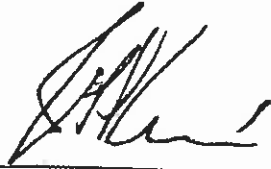
Appendix "E": IOC Media Guide (consisting of the "Broadcasting Guide" and the "Written and Photographic Press Guide")

- Appendix "F": IOC Marketing Guidelines (including the "Olympic Marketing Ambush Prevention and Clean Venue Guidelines" and the "Olympic Marketing Hospitality Guide and Basic Operating Standards")**
- Appendix "G": IOC Ticketing Guide**
- Appendix "H": IOC/IPC Agreement**
- Appendix "I": IOC Technology Guidelines**
- Appendix "J": Provisions Regarding Insurance**
- Appendix "K": IOC Protocol Guide**
- Appendix "L": Provisions Regarding the IOC Olympic Museum and IOC Archives**
- Appendix "M": Provisions Regarding the IOC Medical Commission**
- Appendix "N": Provisions Regarding the Court of Arbitration for Sport**
- Appendix "O": Provisions Regarding the World Anti-Doping Agency**
- Appendix "P": Facilities and Services for Broadcasting to be Provided by the OCOG to the OBO**

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT AT THE PLACE AND ON THE DATE FIRST ABOVE MENTIONED

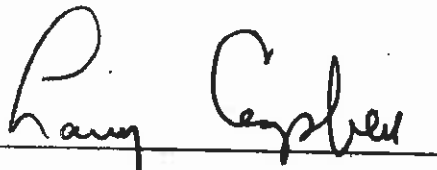
THE INTERNATIONAL OLYMPIC COMMITTEE

Per.   
Jacques ROGGE  
President

Per.   
Richard CARRION  
Chairman, Finance Commission

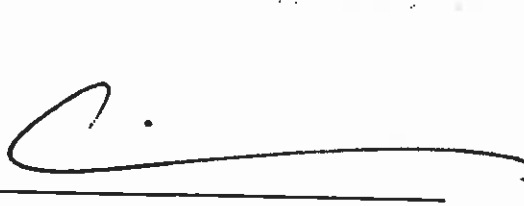
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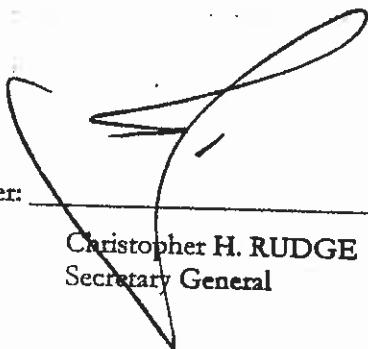
THE CITY OF VANCOUVER

Per.   
Larry CAMPBELL  
Mayor

Per.   
Judy ROGERS  
City Manager

THE CANADIAN OLYMPIC COMMITTEE

Per.   
Michael A. CHAMBERS  
President

Per.   
Christopher H. RUDGE  
Secretary General