

Processo n.º	
24/000.033/2009	
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HOST CITY CONTRACT

*Games of the XXXI Olympiad
in 2016*





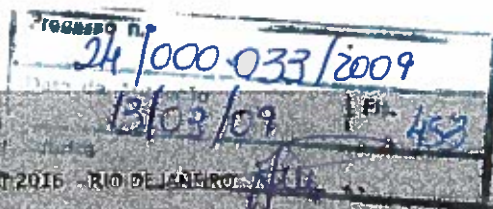
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HOST CITY CONTRACT FOR THE GAMES OF THE XXXI OLYMPIAD IN THE YEAR 2016

executed in Copenhagen on the 2nd day of October 2009

BETWEEN

THE INTERNATIONAL OLYMPIC COMMITTEE

hereinafter represented by Messrs Jacques ROGGE and Richard CARRIÓN, duly authorised for all purposes hereof (hereinafter the "IOC")

ON THE ONE HAND

AND

THE CITY OF RIO DE JANEIRO

hereinafter represented by Mr Eduardo PAES, duly authorised for all purposes hereof (hereinafter the "City") and

THE BRAZILIAN OLYMPIC COMMITTEE

hereinafter represented by Mr Carlos Arthur NUZMAN, duly authorised for all purposes hereof (hereinafter the "NOC")

ON THE OTHER HAND



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Preamble

Preamble

- A. **WHEREAS** the Olympic Charter is the codification of the Fundamental Principles, Rules and Bye-laws adopted by the IOC. It governs the organisation 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 organisation, 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 Olympic Symbol, flag, motto, anthem, identifications (including but not limited to "Olympic Games" and "Games of the Olympiad"), designations, emblems, flame and torches, as defined in the Olympic Charter, are collectively or individually referred to as "Olympic properties" and whereas all rights to any and all Olympic properties, as well as all rights to the use thereof, belong exclusively to the IOC, including but not limited to the use for any profit making, commercial or advertising purposes, and whereas the IOC may license all or part of its rights on terms and conditions set forth by the IOC;
- D. **WHEREAS** the City and the NOC have requested, and the IOC has accepted, that the City be a candidate city to host the Games of the XXXI Olympiad in the year 2016 (hereinafter the "Games");
- E. **WHEREAS** the IOC, at its 121st Session in Copenhagen, 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, Organising 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;



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- F. **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;
- G. **WHEREAS** the IOC has taken note of and has specifically relied upon the covenant given by the government of the country in which the City and the NOC are situated (hereinafter respectively the "Government" and the "Host Country") to respect the Olympic Charter and this Contract;
- H. **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;
- I. **WHEREAS** it is the mutual desire of the IOC, the City and the NOC that the Games be organised 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 sustainable legacy for the City and the Host Country;
- J. **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;
- K. **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 of an appropriately high standard at the time the Games are organised;
- L. **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 fundamental principles and values of Olympism as well as the development of the Olympic Movement;
- M. **WHEREAS** the City and the NOC acknowledge that doping is contrary to the fundamental principles of Olympism and the spirit of sport, which is characterised by the following values: ethics, fair-play, honesty, friendship, health, excellence in performance, character and education, fun and joy,



teamwork, dedication and commitment, respect for rules and laws, respect for self and other participants, courage, community and solidarity, and whereas the City and the NOC undertake to do their utmost in order to support the IOC in its fight against doping, including acting in accordance with the provisions of the World Anti-Doping Code published by the World Anti-Doping Agency;

- N. **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;
- O. **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 a complete and comprehensive record of the Games by collecting objects and materials relating to the planning, organising and staging of the Games;
- P. **WHEREAS** the City and the NOC acknowledge the significant role played by the IOC's Olympic Museum in the promotion of the Olympic Movement and agree to fully cooperate with the IOC's Olympic Museum, in particular by providing objects and materials for the IOC's archives;
- Q. **WHEREAS** the City and the NOC acknowledge and accept the importance of acquiring and transferring knowledge, gained in the course of planning, organising and staging the Games, to the IOC and to Organising Committees for Olympic Games subsequent to the Games;
- R. **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;
- S. **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;
- T. **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;

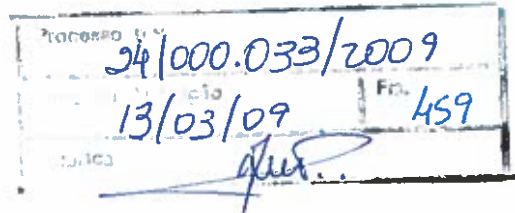


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- U. WHEREAS, the Olympic Charter requires the formation of an "Organising Committee for the Olympic Games" ("OCOG"), which shall intervene as a party and adhere to this Contract; and
- V. WHEREAS the parties agree that the foregoing Preambles shall form an integral part of this Contract.

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



I. Basic Principles

1. Entrustment of Organisation of the Games

The IOC hereby entrusts the organisation 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 this Contract, including, without limitation, all matters contained in the documents referred to in this Contract, which, for greater certainty, are deemed to form an integral part of this Contract.

2. Formation of the Organising Committee of the Games

The City and the NOC shall, not later than five months following the execution of this Contract, form the 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 favourably enables the OCOG to address 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 for its prior written approval. Any subsequent changes thereto shall also be submitted to the IOC 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 a recent 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 written confirmation thereof.



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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, organising and staging of the Games, including for all obligations deriving from this Contract, excluding the financial responsibility for the planning, organising and staging of the Games, which shall be entirely assumed, jointly and severally, by the City and the OCOG. This shall be without prejudice to the liability of any other party, including any financial guarantees provided by the national, regional or local authorities, during the City's application or candidature to host the Games. To this effect, the IOC may take legal action against the City, the NOC and/or the OCOG, as the IOC 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, as well as their regional and local authorities, honour and enforce all commitments undertaken by the Government and such authorities in relation to the planning, organising and staging of the Games, including free access into the Host Country for 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 Technical Manuals, Guidelines and Other Directions

The City, the NOC and the OCOG recognise that, while the contents of the technical manuals, guidelines and other directions which are contained in this Contract 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 technical manuals, guidelines and other directions, and to issue new technical manuals. It is the responsibility of the City, the NOC and the OCOG to adapt to such amendments and to new technical manuals so that the Games will be organised in the best possible manner. However, should any party to this Contract believe that such amendments or new technical manuals 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.



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7. **Representations, Statements and Other Commitments shall be Binding** All representations, statements and other commitments contained in the City's application or candidature file as well as all other undertakings executed or commitments made to the IOC, either in writing or orally, by the City's application or Candidature Committee, the City, the national, regional or local authorities or the NOC shall be binding upon the City, the NOC and the OCOG, as the case may be, unless agreed otherwise by the IOC in writing. The statements contained in the IOC Evaluation Commission report shall also be binding upon the City, the NOC and the OCOG, as the case may be.

Nothing contained in a guarantee, representation, statement or commitment provided by the City to the IOC in the City's application or candidature file, which is in conflict with the obligations of the City, the NOC or the OCOG pursuant to this Contract, including the technical manuals, or to the Olympic Charter, is binding on the IOC unless any such conflict has been brought to the express attention of the IOC in writing prior to the election of the City and unless the IOC has expressly agreed in writing to accept any such conflict.

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 specifically requested and/or approved in writing by the IOC. The City and the NOC represent and warrant that they have brought to the attention of the IOC 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.



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**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, suppliers, licensees and broadcasters) and other representatives, from all payments and other obligations 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, suppliers, licensees 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 manage 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 may decide, at its sole reasonable discretion and without this affecting the City's, the NOC's and/or the OCOG's 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 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 79 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 wilful misconduct or gross negligence by the IOC. Notwithstanding the City, the NOC and/or the OCOG having to obtain the prior written approval of the IOC with regard to various activities or other matters pursuant to this Contract, it is understood and agreed that the City, the NOC and the OCOG, and not the IOC, shall be liable for the consequences resulting from such activities or other matters.



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**10. Finance-
Related
Agreements
between the
City and/or the
NOC and/or the
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 for its prior written approval. The NOC's share of the Joint Marketing Programme Revenues, as such term is defined in 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. Should the Joint Marketing Programme Revenues projected in the candidature file not be achieved for any reason whatsoever, the NOC agrees to receive an actual revenue share that is proportionate to the actual Joint Marketing Programme Revenues. 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. Working
in the Host
Country on
Olympic-
related
Business**

The Olympic identity and accreditation card is a document which confers on its holder the right to take part in the Games. The Olympic identity and accreditation card allows the holder to stay and perform his Olympic function for the duration of the Olympic Games, including a period not exceeding one month before the Opening Ceremony of the Games and one month after the conclusion of the 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. Further details regarding the Olympic identity and accreditation card are contained in the "Accreditation and Entries at the Olympic Games - User's Guide".

The Olympic identity and accreditation card shall in particular confer on its holder the right to work in the Host Country on Olympic-related business, without the need to obtain a work permit in the Host Country, from at least 1 month before the Opening Ceremony of the Games until 1 month after the conclusion of the Games. For the sake of clarity, all accredited persons shall be exempt from any limitations or restrictions with respect to labour rules (-e.g. wage and hour rules) of the Host Country with respect to Olympic-related business carried out by them during this period. Further details are contained in the "Technical Manual on Workforce".



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**12. Entry
Formalities for
Certain
Personnel,
Goods and
Animals**

The City, the NOC and the OCOG recognise that, in relation to the organisation 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 the Olympic identity and accreditation card referred to in Section 11 above) into the Host Country and for the importation of animals (e.g. horses and guide dogs), equipment, including competition firearms, 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/licensees, as well as other items for Games-related activities. The OCOG shall cause the appropriate authorities to take all necessary steps to that effect. Without limiting the generality of the foregoing, the OCOG shall ensure that such personnel obtain appropriate work permits, in an expedited and simplified manner, and that all such animals, equipment, items and supplies, including medical supplies, can enter the Host Country for such purposes, without any duties, customs, taxes or similar charges being payable in the Host Country, provided that such animals, equipment and supplies are either consumed in the Host Country, disposed of (other than by sale) or exported within a reasonable time following the conclusion of the Games. In the case of Olympic Broadcasting Services SA (OBS) and broadcast rights holders, as well as for other persons who may be carrying out work in relation to the Olympic Games, the OCOG shall ensure that such organisations and personnel obtain appropriate work permits, in an expedited and simplified manner, for a period of time beginning not later than one year before the Games and running until at least one year after the Games. The presence of the above-noted personnel in the Host Country for the purposes of the Games shall not be deemed to create a permanent establishment under the laws of the Host Country. Not later than three years before the Opening Ceremony of the Games, the OCOG shall submit to the IOC, for its prior written approval, the arrangements it has made to this effect with the appropriate authorities in the Host Country.

**13. Benefits and
Rights Provided
to the OCOG
and the NOC**

In consideration of the City, the NOC and the OCOG fully performing and complying with all their obligations contemplated in this Contract, including complying with the timelines and milestones as referred to in the master schedule of the Games, and in order to assist the City, the NOC and the OCOG to plan, organise and stage the Games on their own behalf as contemplated in this Contract, the IOC hereby agrees that the following benefits and rights shall be provided:

- i) the right for the OCOG to retain ninety-two and a half percent (92.5%) of



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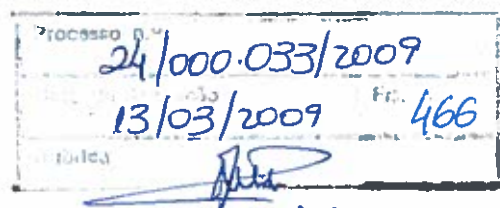
the cash consideration, and ninety-five percent (95%) of the value-in-kind consideration (goods and services), of all gross revenues derived from all contracts pertaining to the marketing plan and the Joint Marketing Programme or containing any element of commercial exploitation of the emblem, mascot or designations of the Games or relating to the Games in any way, as provided in Paragraph (d) of Section 49 of this Contract;

- ii) the right for the OCOG to retain ninety-two and a half percent (92.5%) of the gross revenues generated from all forms of ticket sales pertaining to Games, as provided in Paragraph (d) of Section 49 of this Contract;
- iii) the right for the OCOG to retain a share of the proceeds from Olympic coin and banknote programmes as shall be determined as set forth in Paragraphs (f) and (h) of Section 49 of this Contract;
- iv) the right for the OCOG to retain a share of the proceeds from the Olympic stamp programme of the Host Country as shall be determined as set forth in Paragraphs (g) and (h) of Section 49 of this Contract;
- v) the right for the OCOG to retain a share of the net revenues from the international Olympic marketing programme referred to in Paragraph (e) of Section 49 of this Contract. Such share shall be determined by the IOC, at its sole discretion, and
- vi) the right for the OCOG and the NOC to retain eighty percent (80%) of any surplus resulting from the celebration of the Games, such amount to be divided among the OCOG and the NOC as provided in Section 44 of this Contract.

No benefits or other rights of any kind contemplated in this Section 13 may be construed as an assignment or transfer of rights from the IOC to the OCOG.

Unless otherwise stated in this Contract, all rights and benefits contemplated herein shall expire on 31st December 2016.

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.



**14. IOC
Discretionary
Contribution**

Without prejudice to the rights and benefits contemplated in Section 13 of this Contract, the IOC may, at its sole discretion, grant a financial contribution ("IOC Contribution") to the OCOG subject to the following limitations and conditions:

- i) the IOC shall be under no binding obligation of any kind towards the OCOG or any third party to grant any IOC Contribution. The IOC will be entirely free to decide, at its sole discretion, whether or not to grant an IOC Contribution;
- ii) if the IOC decides to grant an IOC Contribution, it shall determine, at its sole discretion, the amount of any such IOC Contribution as well as any terms or conditions related to such IOC Contribution or to its payment.

Without prejudice to the IOC's rights as contemplated above in this Section 14, the IOC hereby indicates, without any obligation of any kind, that, in principle, an IOC Contribution would only be considered after the conclusion of the Games and receipt of all required financial and audit reports, and provided the Games have been held to the full satisfaction of the IOC.

**15.
Responsibility
for the
Organisation of
an IOC Session
and Other
Meetings**

The City and the OCOG shall be responsible for organising various IOC meetings in the period leading up to, and during the Games, including the IOC Session. Upon 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, the City and the OCOG shall abide by the "Technical Manual on Organising an IOC Session and Related Meetings".



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II. Principles of Planning, Organising and Staging

16. Games Planning, Organising and Staging

The City and the OCOG shall be responsible for the successful planning, organising and staging of the Games. The OCOG shall provide to the IOC, at the OCOG's expense, on a regular basis, as requested by the IOC, updates, details and deliverables regarding the OCOG's general organisation and the planning process. Further details regarding the planning, coordination and management of the Olympic Games are contained in the "Technical Manual on Games Management".

17. 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 the 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; 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, ticket agents), the OCOG shall establish and submit to the IOC 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 marked-up form, to the IOC 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 may agree to waive its rights of approval.



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**18. Promoting
Olympism and
the Games,
Olympic Truce
and Peace**

- a) **Promoting Olympism and the Games:** The City, the NOC and the OCOG shall promote the fundamental principles and values of Olympism, the development of the Olympic Movement 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.
- b) **Olympic Truce and Peace:** In conformity with the Fundamental Principles of the Olympic Charter, the OCOG shall carry out various activities in the period leading up to and during the Games in connection with the promotion of peace and human understanding through sport, and in particular of the Olympic Truce. The OCOG shall submit to the IOC not later than four years before the Games, for its prior written approval, the detailed programme of these activities.

**19. 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 major public or private event, conference, or other meeting which could have an impact on the successful organisation and staging of the Games or their public and media exposure, shall take place in the City itself, or its neighbourhood or in the other competition sites, during the Games or during the preceding or following week, without the prior written approval of the IOC;
- 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 organisation (whether governmental or non-governmental), without the prior written approval of the IOC;
- 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 organisation (whether governmental or non-governmental), or foreign state, without the prior written approval of the IOC; 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.



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20. Travel, Transport

a) **Travel:** The payment of the support travel grants, based on economy class return fare, of the team delegations of the National Olympic Committees (i.e. duly qualified and accredited athletes and 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 (i.e. support travel grants). The OCOG shall abide by the procedures and deadlines determined by the IOC with respect to such payments. Further details are contained in the **"Technical Manual on NOC Services"**.

The payment of the support travel grants, based on economy class return fare, of the international judges, referees and other technical officials, including the persons on the juries of appeal of the respective IFs and the members of the Executive Boards of the respective IFs, within the total number determined by the IOC 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.

b) **Transport:** The OCOG shall provide a safe, reliable and efficient system of transport, within the Host Country, free of charge, for the following accredited persons: athletes, team officials and other team personnel, technical officials, media, sponsors/suppliers/licensees, Games-related workforce and other persons, as designated by the IOC, in accordance with the transport terms, conditions and privileges referred to in the **"Technical Manual on Transport"** and the **"Technical Manual on Arrivals & Departures"**. All aspects of transport shall be subject to the prior written approval of the IOC.

In addition, the OCOG shall abide by the transport privileges set forth in the **"Accreditation and Entries at the Olympic Games - User's Guide"**.

21. Sustainable Development, 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, and which serves to promote the protection of the environment. In particular, the concept of sustainable development shall address the legacy of the Games, including the concerns for post-Olympic use of venues and other facilities and infrastructures, referred to in Section 28 below.



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22. Look of the Games

The OCOG shall develop a comprehensive "Look of the Games" programme, i.e. one consistent and cohesive visual presentation of the Games, whereby, no later than from the date on which the Olympic Village(s) is (are) required to be open until the conclusion of the Games, all venues and key places of interest and locations throughout the City and other cities hosting events of the Games will be decorated with the Olympic Symbol and other Olympic-related terminology and images. The OCOG shall submit its "Look of the Games" programme to the IOC, for approval, in accordance with the terms of the Marketing Plan Agreement referred to in Paragraph (b) of Section 49 below. The OCOG and the City shall implement and shall ensure compliance with the "Look of the Games" programme in the City and in other cities that are hosting events of the Games. Within twelve months of signature of this Contract, the City in conjunction with the OCOG will place adequate signage at key gateway points identifying the City as host city of the Games.

23. Security

The appropriate authorities of the Host Country shall be responsible for all aspects of security in relation to the Games, including the financial, planning and operational aspects related thereto. The City and the Government, the NOC, the OCOG and the aforementioned authorities shall ensure that all appropriate and necessary measures shall be taken in order to guarantee the safe and peaceful celebration of the Games. They shall also report to the IOC on this matter, on a regular basis or as otherwise requested by the IOC, including responding to any specific questions raised by the IOC.



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24. Health Services, Doping Controls, Ensuring Government Cooperation and Support Relating to Anti-Doping Matters

- 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. Medical services shall be provided free of charge to the following accredited persons: athletes, team officials and other team personnel, technical officials, media, sponsors/suppliers/licensees as well as representatives and staff of the IOC, the IFs and the National Olympic Committees and other persons at the Games as designated by the IOC, 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. Further details regarding medical/health services are contained in the "Technical Manual on Medical Services" and in the "Technical Manual on Finance".
- b) **Doping Controls:** The OCOG, at its expense, shall put into place and carry out doping controls, under the authority of the IOC, in accordance with the instructions received from the IOC and the provisions of the World Anti-Doping Code and the IOC Anti-Doping Rules that will be applied by the IOC at the time of the Games. The duly accredited laboratory, used upon the occasion of the Games, shall be situated in (or in close proximity to) the City. Further details regarding doping controls are contained in the "Technical Manual on Medical Services".
- c) **Ensuring Government Cooperation and Support Relating to Anti-Doping Matters:** The City, the NOC and the OCOG shall ensure that the Government, upon request of the IOC, shall provide its full cooperation and support for the implementation of the IOC Anti-Doping Rules applicable to the Games. Such requests for cooperation and support shall in particular relate to investigations and procedures regarding athletes' support personnel or any other person involved in trafficking, or in assisting in any way in relation to the use of, prohibited substances or prohibited methods.



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**25. OCOG
Progress
Reports**

The OCOG shall promptly provide oral and written reports in English and French on the progress of the preparation of the Games, including details on the financial situation regarding the planning, organising and staging of the Games as well as information on the legacy of the Games, whenever the IOC requests it to do so. Decisions taken by the IOC following such reports shall be acted upon immediately by the OCOG. Further details regarding the OCOG progress reporting are contained in the "Technical Manual on Games Management".

**26.
Coordination
Commission**

The IOC President shall establish, at the IOC's expense, a Coordination Commission to manage and implement the working relationship between, on the one hand, the OCOG and the public authorities 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, Organising Committees for Olympic Games prior to the Games, the IOC Athletes' Commission and the International Paralympic Committee as well as experts whose advice may be helpful, will monitor on behalf of the IOC, the decisions, activities and progress of Games organisation, provide assistance to the OCOG and the public authorities, and exercise any additional authority conferred upon it by the IOC. The Coordination Commission shall meet with the OCOG and the public authorities 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 recommendation, the IOC shall make the final decision. The monitoring of Games organisation by the Coordination Commission shall not reduce the responsibility of the OCOG and the public authorities with respect to the consequences of their 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. Further details regarding the role and format of the Coordination Commission, as well as the OCOG and public authorities' progress reporting to the Coordination Commission, are contained in the "Technical Manual on Games Management".

**27. Games
Knowledge
Management,
Archives and
Records**

- a) The IOC shall share with the OCOG, at the IOC's expense, the knowledge, information, and expertise, which it has acquired over the years, to assist the OCOG in relation to the planning, organising and staging of the Games. In particular, the IOC shall make available to the OCOG, in a format(s) to be determined by the IOC, information acquired from Organising Committees for



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Olympic Games prior to the Games regarding the various aspects of the planning, organising and staging of the Olympic Games.

- b) Similarly, the OCOG, the City and other relevant authorities undertake to share, free of charge, their knowledge, information, and expertise in relation to the planning, organising and staging of the Games with the IOC and other persons as designated by the IOC, including representatives of Organising Committees for Olympic Games subsequent to the Games. Further details regarding the obligations and processes of Games knowledge management are contained in the **"Technical Manual on Games Management"** and **"Technical Manual on Information Management"**. The OCOG undertakes to make appropriate arrangements to include other third party providers or sponsors with key operational roles in relation to the sharing of such knowledge and expertise. The OCOG shall update the information provided to it by the IOC, in close cooperation with and subject to the approval of the IOC, taking into consideration the knowledge and expertise that it has acquired with respect to the planning, organising and staging of the Games. The OCOG shall provide to the IOC and other persons as designated by the IOC, free of charge and as reasonably requested at any time by the IOC, all such updated information as well as all other documents and materials (including information systems, data and video material) in relation to all aspects of the planning, organising and staging of the Games. It is understood and agreed that the term "information systems" shall include, without limitation, all documentation, software source codes, software object codes, automated procedures, definitions and data base models and test procedures, and that the term "data" shall include all data which is contained in databases, files or any other means of storage, including data contained in the Games Internet website(s), relating to the preparation and staging of the Games. With respect to the Games Internet website(s), the OCOG shall obtain the necessary rights so that the IOC may exploit or authorise third parties to exploit the content and features of such website(s) after the Games. Without limiting the generality of the foregoing, data shall include Games management data (–e.g. relating to accreditation, staffing, ticketing, persons registering or making inquiries with respect to Games-related services), information data (–e.g. participant biographies, results of the Games, results of Olympic Games prior to the Games, news), comprehensive documentation (–e.g. relating to the planning, drawings, blueprints, operation manuals, user manuals), statistics and the database of customer information, with full demographic and profiling data relating to all customers of Games-related products and services. The OCOG shall



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not provide such information, documents or materials to third parties without the express prior written approval of the IOC. All such information, documents and materials shall be provided to the IOC in a format(s) as determined by the IOC and as described in further detail in Paragraph (g) of Section 43 below.

- 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. The OCOG shall ensure that, both during the period leading up to 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. The OCOG will deliver to the IOC, in a format(s) and timeline determined by the IOC, the necessary archives including, but not limited to, documents, publications, software, technology solutions, objects, video and photo archives. Further details regarding OCOG responsibilities in this area are contained in the "Technical Manual on Games Management", "Technical Manual on Communications" and "Technical Manual on Information Management".
- d) The OCOG shall ensure the smooth transition of its knowledge and expertise prior to, during and after the Games. Without limiting the generality of the foregoing, the OCOG shall support the following initiatives, in accordance with the instructions of the IOC: (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 Organising Committees of Olympic Games subsequent to the Games; (ii) an observer's programme, pursuant to which the activities of the OCOG may be observed, particularly at pre-Games rehearsals and upon the occasion 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. Further details regarding OCOG responsibilities in this area are contained in the "Technical Manual on Games Management" and "Technical Manual on Information Management". The OCOG will also be entitled to participate in and benefit from Games knowledge programmes and initiatives, as outlined in this paragraph, for all Organising Committees for Olympic Games prior to the Games and for Olympic Games prior to the Games.



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- e) From the date of its formation, the OCOG shall maintain a management unit, which will coordinate all matters in relation to the transfer of knowledge described in this Section 27, in close cooperation and subject to the approval of the IOC.

28. Information Legacy of the Games, OCOG Reports and Responsibilities to the IOC upon Conclusion of the Games

- a) **Information Legacy of the Games:** Games knowledge material represents a part of the legacy of the Games, which the OCOG shall provide free of charge to the IOC for the benefit of future organising committees for the Olympic Games and the Olympic Movement in general. Such material represents a contribution to the successful continuity of the Olympic Games as well as the dissemination of the Olympic values and ideals for future generations.
- b) **OCOG Reports and Responsibilities to the IOC upon Conclusion of the Games:** Upon the conclusion of the Games, the OCOG shall produce and distribute various reports and publications, including the official report on the celebration and staging of the Games referred to in the Olympic Charter, in accordance with the directions given by the IOC. The official report shall summarise the undertaking of the Games, capture its history, and serve as a legacy for the Olympic Movement as well as for the general public. The official report shall also include information emanating from the Olympic Games Impact (OGI) study. The OCOG shall also submit to the IOC three years after the conclusion of the Games the final Olympic Games Impact report. The OCOG shall also participate in post-Games activities, such as the official debriefings, which are referenced in Section 27 above. Further details regarding the OCOG reports and responsibilities are contained in the "Technical Manual on Information Management" and the "Technical Manual on Olympic Games Impact".

Prior to completion of the liquidation of the OCOG in accordance with the provisions of the Olympic Charter, the OCOG shall also prepare and submit to the IOC a final report, in English and French, on its operations in relation to such liquidation, including audited financial statements.



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III. Organisation of Accommodation

29. Olympic Village(s)

An Olympic village(s), and other appropriate accommodations, services and facilities as referred to in the Olympic Charter, reserved for the athletes, team officials and other team personnel, shall be provided by the OCOG in accordance with the terms and conditions contained in the "Technical Manual on Olympic Village".

- a) It is not possible at this time to specify the maximum number of such athletes, team officials and other team personnel to be accommodated in the Olympic Village(s) and other appropriate accommodations. A final estimate shall be provided upon completion of the Games of the XXX Olympiad in the year 2012. At the present time, however, the OCOG shall undertake to provide accommodation for at least 16,000 persons.
- b) The Olympic Village(s) and other appropriate accommodations shall be available, with all necessary services, for a period determined by the IOC.
- c) Room and board at the Olympic Village(s) and other appropriate accommodations, during the period that it is made available, shall be provided free of charge for the duly qualified and accredited athletes and team officials, as determined by the IOC.
- d) The IOC has made a provision for supplementary accommodation for accredited team officials and other team personnel not residing in the Olympic Village(s). 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 XXX Olympiad in the year 2012. At the present time, however, the OCOG shall undertake to provide at least 600 rooms or 1,200 beds.

30. Media Accommodation

The OCOG shall be responsible for ensuring that there is sufficient and adequate accommodation available for all accredited media, at the expense of such accredited media, as set forth in the "Technical Manual on Media", and the "Technical Manual on Accommodation".



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- 31. Accommodation for Accredited Persons** The OCOG shall be responsible for providing sufficient and adequate accommodation for all accredited persons, as indicated in the "Accreditation and Entries at the Olympic Games - User's Guide", and as set forth in the "Technical Manual on Accommodation".

The allocation of hotels or other types of accommodation to such accredited persons is subject to the prior written approval of the IOC in accordance with the schedule set out in the master schedule of the Games.

- 32. General Price Control** Where there are no specific prices established pursuant to this Contract, by the IOC or by any other arrangement approved by the IOC, such as for newly planned and built hotels, the highest prices charged for hotel rooms, conference rooms, media village(s) rooms and related services for accredited persons attending the Games, shall not exceed the rates of hotels and rooms contained in the City's application or candidature file for comparable quality and location and services. Where there are specific rates contained in the City's application or candidature file, should these rates increase, the OCOG shall be financially responsible to pay such increase.

The City, the NOC and the OCOG shall ensure that reasonable prices are charged to non-accredited persons attending the Games for hotel rooms in and around the City upon the occasion of the Games.



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IV. Organisation of Sports Programme

33. Sports Programme, Dates for Holding the Games

- a) The IOC has informed the City and the NOC that the programme of the 2008 Beijing Olympic Games (sports, disciplines and events) will form the essential basis of the programme for the Games. The final programme of sports and disciplines will be communicated to the City and the NOC shortly after the end of the 121st Session in Copenhagen. The final programme of events and the quotas shall be communicated by the IOC to the OCOG not later than three years before the Games.
- b) The session-by-session competition schedule shall be submitted by the OCOG to the IOC for its prior written approval not later than two years before the Games.
- c) 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 in consultation with the OCOG.
- d) The IOC reserves the right to make changes to sports, disciplines and events in accordance with the Olympic Charter and as the IOC may consider to be in the best interests of the Games. The OCOG shall bear all the costs related thereto, including the addition and/or deletion of sports and disciplines in the Olympic programme for the Games.
- e) The OCOG shall ensure that pre-Olympic events are organised for each sport and discipline included in the programme for the Games, in order to test venues and operations. The OCOG shall submit the proposed pre-Olympic events to the IOC for its prior written approval.

34. Technical Standards 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 venues and training venues commensurate with Olympic-level competition and the number of athletes expected to participate in the Games, as proposed by the relevant IF and as shall be approved by the IOC. Further details regarding this matter are contained in the "Technical Manual on Sport" and the "Technical Manual on Design Standards for Competition Venues".



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35. Olympic Venues

The capacity, contents, location, structure (permanent/temporary) and construction schedule of the 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, in consultation with the relevant IF or, in the case of modifications with regard to the Olympic Village(s), in consultation with the National Olympic Committee representatives on the IOC Coordination Commission. Further information is contained in the "Technical Manual on Venues" and the "Technical Manual on Design Standards for Competition Venues".

V. Organisation of Cultural Programme and City Activities

36. Cultural Programme and City Activities

The OCOG must organise a programme of cultural events which shall be submitted to the IOC 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 IOC client group as defined in the "Technical Manual on Accommodation" (table 2.1.2). The OCOG shall ensure that sponsorship, promotional, advertising and broadcasting rights relating to the cultural programme are granted to Olympic sponsors and broadcasters only, to the exclusion of any third parties.

The OCOG shall also submit to the IOC, for its prior written approval, the programme of all activities, which will take place in the City upon the occasion of the Games. This shall include the OCOG's arrangement for a location(s) in the City where animation and/or entertainment shall take place in relation to the Games. Further details are contained in the "Technical Manual on City Activities".



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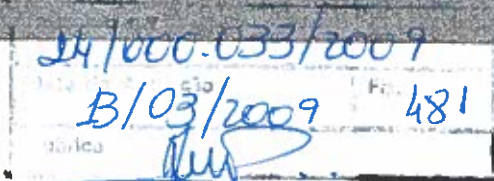
VI. Ceremonies, Olympic Flame and Torch Relay, Olympic Medals Plaza, Medals and Diplomas

37. 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 for its prior written approval. Thereafter, any proposed changes shall be re-submitted to the IOC for its prior written approval. The OCOG shall inform the IOC, as early as possible, as to 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 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. Further details regarding the ceremonies are contained in the "Technical Manual on Ceremonies".

38. Olympic Flame and Torch Relay

The OCOG shall organise a torch relay, which shall not extend beyond the Host Country. The IOC holds all rights relating to the use of the Olympic flame, Olympic torches and the torch relay. As a consequence, all matters relating to the Olympic flame and the torch relay programme, including the theme of the Olympic torch relay, the proposed sponsors of the torch relay, if any, the design of the torches, the numbers produced and the distribution thereof, the lighting of the Olympic flame, all aspects relating to the torch relay, including the route, duration, number of runners 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 for its prior written approval. Notwithstanding the foregoing, the IOC reserves the right to make changes at any time to certain aspects relating to the Olympic Flame and torch relay in its sole discretion as the IOC may consider to be in the best interests of the Games. It is the responsibility of the City, the NOC and the OCOG to adapt to such changes at their cost. 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. Further details regarding the ceremonies are contained in the "Technical Manual on Olympic Torch Relay".



- 39. Performances at the Ceremonies**
- The OCOG shall ensure that appropriate contractual instruments or other documentation are executed with the performers at the ceremonies, including the ceremonies referred to in Sections 37 and 38 above, in order to ensure that the broadcast rights holders are able to exploit such performances in accordance with their broadcasting agreements with the IOC and that the IOC may use and authorise the use of such performances, without charge, to promote the Olympic Games and the Olympic Movement.
- 40. 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. The Olympic winners' medals shall be distributed by the OCOG solely to athletes placing in the top three. The diplomas awarded to the athletes placing in the top eight shall include the names of such athletes and the sports, disciplines 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, and the OCOG shall furnish to the IOC a certificate confirming the exact number of such medals that have been struck. All the moulds of the Olympic and commemorative medals and all undistributed medals and diplomas shall be delivered and assigned, without reservation or encumbrance by the OCOG to the IOC, at no cost, upon the conclusion of the Games. The OCOG shall provide to the IOC, at the OCOG's expense, a minimum of 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. A set (or sets) of the Olympic winners' medals may be kept by the City and/or the NOC for museum exhibition and/or archival purposes, subject to the prior written consent of the IOC. Further details are contained in the "Technical Manual on Protocol and IOC Protocol Guide".



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VII. Intellectual Property-related Matters

41. 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 are the exclusive property of the IOC, that the IOC has secured certain international trademark rights regarding the "CITY + 2016" 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 organisation, exploitation, broadcasting, recording, representation, marketing, reproduction, access and dissemination by any means or mechanism whatsoever, whether now existing or developed in the future. The City, the NOC and/or the OCOG shall ensure that appropriate protection is put in place in the Host Country in order to protect these rights on behalf of the IOC.
- b) The IOC 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 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 upon the request of the IOC.
- d) Actions in the Host Country with respect to unauthorised 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 unauthorised use of the said properties, shall be taken, at the OCOG's expense, either by the IOC, in consultation with the OCOG or, subject to



the request of the IOC, by the OCOG itself.

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**42. 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 2009, that the Olympic Symbol, the terms "Olympic" and "Olympiad" and the Olympic motto are protected in the name of the IOC and/or that they 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 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 only exercise such rights in accordance with the instructions received from the IOC. 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 timely manner, in particular upon the occasion of the Games.
- b) The City, the NOC and/or the OCOG have ensured or 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 and in the name of the NOC.
- c) The City, the NOC and/or the OCOG, in consultation with the IOC, 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 + 2016" identification of the Games are properly protected 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 some or all of the foregoing in the IOC's name. Concerning the adoption and protection of the OCOG emblem, the IOC will provide the OCOG with further instructions/guidelines how this matter should be handled. 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, adequate and continuing legal protection to the satisfaction of the IOC.



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- d) As for the international protection of the OCOG emblem, the OCOG mascot(s) and the "CITY + 2016" 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 + 2016" 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 + 2016" identification of the Games shall be assigned to the IOC, at its request, in order for the IOC to be able to grant to sponsors of the International Programme (as defined in Paragraph (e) of Section 49 below) the right to use such properties. In any event, all the above-noted properties shall be assigned to the IOC or, if the IOC so requests, to the NOC free of charge effective not later than 31st December 2016. The said assignments, in form and substance satisfactory to the IOC, shall be executed upon the request of the IOC.
- f) Paragraphs (b) and (d) of Section 41 above shall apply, *mutatis mutandis*, to the subject matter of this Section 42.

43. 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) emblem of City's Candidature Committee;
 - ii) emblems and mascots (including those referred to in Paragraph (c) of Section 42 above), including all graphic and three-dimensional representations thereof;
 - iii) pictograms;
 - iv) poster designs;



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- 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) photographs and moving images;
- xii) other graphic works;
- xiii) multi-media works; and
- xiv) medical-related data.

(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.

- b) All the moulds of the medals, including but not limited to Olympic winners' medals 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, free of charge, upon the conclusion of the Games. No reproductions or replicas of such medals, diplomas, torches or moulds shall be made or authorised or permitted by the City, the NOC or 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 free of charge (i) effective not later than 31st December 2016 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, shall be executed upon the request of the IOC.
- 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 declared that they have full power, without any restriction whatsoever, to enter into a copyright and intellectual property rights assignment and have signed such copyright and intellectual property rights assignment, in form and substance satisfactory to the



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IOC, before they start working on any projects. The City, the NOC and the OCOG shall execute such further agreement(s) as the IOC 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 41 above shall apply, *mutatis mutandis*, to the subject matter of this Section 43.
- 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, documents and materials referred to in Section 27 of this Contract, as well as those items referred to in Paragraph (a) of Section 43 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 works in order to ensure the foregoing and, if requested by the IOC, 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 43 above in electronic and editable format and/or other format(s) as may be requested by the IOC, so as to facilitate the actual use of such works by the IOC and by third parties authorised by the IOC. Such transfer shall be carried out, as directed by the IOC, within a period not exceeding 6 months after the completion of the Games.



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VIII. Financial and Commercial Obligations

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 organisation plan referred in Section 16 above is submitted, present to the IOC, 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. Should the OCOG communicate to the general public a surplus that is greater than the one submitted to the IOC, 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 25 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 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, organising and staging of the Games.



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**46. Admission
Tickets,
Distribution
System**

All aspects of the admission ticket programme shall be subject to the prior written approval of the IOC, 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 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/ suppliers/licensees and other members of the Olympic Family, the distribution of tickets throughout the world (by the National Olympic Committees or their authorised 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. 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 all applicable laws and regulations. The IOC shall have first selection with respect to all its ticket requirements. The cost of such tickets (i.e. face value, tax inclusive) shall be credited against the payment owed to the IOC pursuant to Paragraph (d) of Section 49 of this Contract. 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 athletes, team officials and other team personnel. The QCOG shall ensure that a reasonable number of tickets are made available, free of charge, through the National Olympic Committees, particularly to accredited athletes 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 by the terms and conditions set forth in the "Technical Manual on Ticketing".



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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 and the "Technical Manual on Brand Protection" relating to propaganda and advertising are strictly observed. No Olympic venues (including both competition and non-competition venues), or major access points leading to Olympic venues, shall be encumbered during the period in which the Olympic village is required to be open, 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 in which the Olympic village is required to be open.

The City shall not engage, and the OCOG shall ensure that other cities hosting Olympic events do 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. 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.

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 for its review before they are printed or distributed in any form and, unless the IOC otherwise approves, shall contain no advertising of any kind.

49. Marketing Programmes

In order to assist the City, the NOC and the OCOG to plan, organise and stage the Games on their own behalf as contemplated in this Contract, the IOC hereby agrees that the OCOG, subject to the terms of the Marketing Plan Agreement referred to in



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Paragraph (b) below of this Section 49, shall have the right to enter into agreements with third parties, in its own name and on its own behalf, in relation to the local marketing programs and ticketing as described in further detail in Paragraphs (d), (f), (g) and (h) below of this Section 49. The benefits and rights agreed upon by the IOC and deriving from such agreements are set out in Section 13 of this contract.

- 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 ("Joint Marketing Programme Agreement"). This Joint Marketing Programme Agreement shall combine all of the marketing and commercial rights of the OCOG and the NOC, unencumbered by any option or prior grant, for the period commencing on 1st January 2011 and ending on 31st December 2016. Signature of the Joint Marketing Programme Agreement by the NOC shall warrant that all national federations and the National Paralympic Committee in the Host Country shall comply with and be bound by their respective 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 IOC and the OCOG shall execute a marketing plan agreement as prepared by the IOC, not later than 31st December 2010 ("Marketing Plan Agreement"). This Marketing Plan Agreement shall address all elements of the marketing plan in relation to the Games as developed by the OCOG in consultation with the IOC and as approved by the IOC. For the avoidance of doubt, no commercial activity whatsoever may be commenced by the OCOG prior to the signing of the Marketing Plan Agreement. The City, the NOC and the OCOG shall not participate, and the OCOG shall ensure that the Government and its regional and local authorities do not participate, in any marketing programme relating to the Games, directly or indirectly, other than as expressly permitted by this Marketing Plan Agreement. Further details are contained in the "Technical Manual on OCOG Marketing".
- 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



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unauthorised 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 "Technical Manual on Brand Protection".

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 organised by one or more national federations, the National Paralympic Committee, sports organisations 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.

- d) **Payments to the IOC:** Subject to Paragraphs (e), (f) and (g) 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(s) 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, Worldwide Suppliership Programme and Worldwide Licensing 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"), a worldwide suppliership programme and a worldwide licensing programme relating to the Games, which will take precedence over all other marketing



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programmes. The City, the NOC and the OCOG undertake to fully participate in such International Programme, worldwide suppliership programme and worldwide licensing programme and to procure all such rights, with a view to facilitating the sponsors of the International Programme, worldwide suppliers and worldwide licensees to achieve their goals and commercial objectives in the Host Country. Pursuant to its obligation to fully participate in the International Programme, the OCOG undertakes to satisfy any and all of its requirements for products and services falling into the product/service categories of sponsors of the International Programme from the respective sponsor of the International Programme. The provisions of Paragraph (d) above shall not apply to product and service categories included in and forming part of the International Programme. The management costs of the International Programme, the worldwide suppliership programme and the worldwide licensing programme shall be deducted from the International Programme, worldwide suppliership programme and worldwide licensing programme gross receipts before the division of revenues, to cover costs related to the general marketing support provided by the IOC or by a third party designated by the IOC. Fees in addition to the payments to the IOC referred to in Paragraph (d) above and the management costs mentioned in this Paragraph may be charged by the IOC at its discretion taking into consideration the additional services required to ensure the successful delivery of the OCOG's domestic programme, the International Programme, the worldwide suppliership programme or the worldwide licensing programme. Further details are contained in the "Technical Manual on Marketing Partner Services" and the "Technical Manual on Olympic Hospitality Centre".

- 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. 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 and banknotes where the Mint has no retail operations (and if the Mint has retail operations, three percent (3%) of the retail price). For the sake of clarity, in case the Olympic coin and banknote programmes of the Host Country are implemented outside of the Host Country (subject to the approval of and under the conditions determined by the IOC), the NOCs in the territory of which these



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programmes are implemented shall be entitled to an additional separate share. The detailed financial terms of the Olympic coin and banknote programmes of the Host Country 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 Programme of the Host Country:

1. The Olympic stamp programme of the Host Country, including the number and type of stamps and all philatelic products included in such programme, shall be subject to the prior written approval of the IOC.
2. The IOC's share of revenue from the Olympic stamp programme shall be 1% of the retail sales value (gross sales) of all stamps within the programme sold for collection, and of philatelic products.
3. The OCOG's share of the revenue from the Olympic stamp programme shall be:
 - (i) 9% of the retail sales value (gross sales) of all stamps (not including stamps featuring athletes who have competed in the Games) sold for collection, and first day covers, maximum cards and other similar traditional philatelic products; and
 - (ii) 15% of the retail sales value (gross sales) of all stamps featuring athletes who have competed in the Games sold for collection, and other philatelic products.
4. In the event that the National Postal Administration places a surcharge on the retail price of any stamps within the Olympic stamp programme, the IOC shall receive 1% of the net revenue raised from the surcharge, or 1% of the retail sales value of the stamps sold for collection and philatelic products, whichever is the greater.
5. In the event that the National Postal Administration places a surcharge on the retail price of any stamps within the Olympic stamp programme, the OCOG shall receive 99% of the net revenue raised from the surcharge, or 9% of the retail sales value of the stamps (other than stamps featuring athletes who have competed at the Games) sold for collection, and traditional philatelic products, and 15% of the retail sales value of stamps featuring athletes who have competed at the Games and sold for collection, and other philatelic products, whichever is the greater.
6. For the sake of clarity, arrangements for measuring stamps sold for



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collection will be defined in further detail in the Marketing Plan Agreement.

- h) **IOC Coins, Banknotes, Stamps and Medals 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 made to such programmes and that such coins, banknotes, stamps 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.

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, directly or indirectly, including Olympic Broadcasting Services SA and IOC Television and Marketing Services SA, 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 and/or indirect 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 and/or indirect taxes in the Host Country, it shall be put in the same situation as if such direct and/or indirect 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



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and/or controlled by the IOC, including without limitation Olympic Broadcasting Services SA and IOC Television and Marketing Services SA, with respect to the revenues generated in relation to the Games, including without limitation pursuant to any agreement with an Olympic sponsor, supplier, licensee, broadcaster or other commercial partner. 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) **Athletes' Performances:** The City and the OCOG shall ensure that either (i) there shall not be any taxes imposed in the Host Country upon the athletes in relation to any financial or other rewards received by the athletes 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 athletes, after the applicable taxes, receive an amount that equals the amount they would have received had there been no such taxes.
- d) **Carrying out Olympic Functions:** The following non-residents of the Host Country shall be exempted from income tax and any other tax related to the income derived from their activities in the Host Country in connection with the Games:
- i. Employees, officers and members of the IOC and individuals providing services under contract with the IOC;
 - ii. Official registered support staff associated with teams from countries other than the Host Country;
 - iii. Persons (both individuals and bodies corporate) serving as Games officials, including without limitation those providing timing and scoring services; and
 - iv. Accredited foreign media organisations and their employees and individuals providing services under contract with these organisations.

Furthermore, every person who makes a payment to the above non-residents of the Host Country in connection with their Games-related activities shall be



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exempted from withholding obligations in respect of such payment.

- e) **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 minimise 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.

**51. General
Retention Fund,
Liquidated
damages, IOC's
Rights to
Withhold and
Set-off in the
Event of non
Compliance**

- a) Five percent (5%) of the sums of money payable to the OCOG in relation to the International Programme referred to in Paragraph (e) of Section 49 of this Contract shall be paid into a general retention fund maintained and controlled by the IOC. The IOC shall determine the application of the general retention fund in relation to the organisation of the Games and the obligations of the OCOG in respect thereof.

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, including the IOC's right to claim for specific performance of the obligations and/or compensation for any damages incurred, 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, any and all amounts held in the general retention fund, including interest, shall be kept by the IOC as liquidated damages without further notice.

- b) 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, including the IOC's right to claim for specific performance and actual damages incurred, in the event of any non compliance by the City, the NOC or the OCOG of any of their obligations pursuant to this Contract, the IOC is entitled to withhold amounts from any payment due or grant to be made to the OCOG including the sums of money payable to the OCOG, in relation to the International Programme. The amounts to be thus withheld shall be determined



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by the IOC at its sole discretion, provided however that the overall total of all amounts thus withheld may not exceed twenty five per cent (25%) of the total amount of any and all payments due or grants to be made to the OCOG. The IOC shall be entitled to exercise its right to withhold for so long as any non compliance has not been remedied in full, through compliance or damages. The IOC shall also be entitled, at its discretion, to keep any and all amounts thus withheld as liquidated damages without further notice.

- c) 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, including the IOC's right to claim for specific performance and actual damages incurred, and in addition to the right to withhold set out in Paragraph (b) of Section 51 above, the IOC shall be entitled to set-off any and all of its obligations pursuant to this Contract against any claim against either or all of the City, the NOC and/or the OCOG for any damages resulting from any above mentioned non compliance.

The IOC's right to set-off, set out above, may also be exercised against any sums held in the general retention fund set out in Paragraph (a) of Section 51 above or withheld pursuant to Paragraph (b) of Section 51 above.

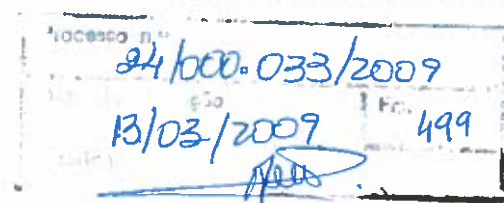
- d) Without prejudice to the foregoing, and without prejudice to any other right and recourse of the IOC pursuant to this Contract or the Olympic Charter or otherwise, including the IOC's right to claim for specific performance and actual damages incurred, if the City, the NOC or the OCOG do not carry out their obligations pursuant to this Contract in a timely manner, the IOC can do so at the cost of the City, the NOC or the OCOG, after giving them reasonable notice.
- e) Following the conclusion of the Games, after presentation of the final accounting by the OCOG, pursuant to Section 28 of this Contract, and the resolution of any outstanding disputes which affect the IOC, all amounts then held in the general retention fund pursuant to Paragraph (a) of Section 51 above or withheld pursuant to Paragraph (b) of Section 51 above, shall be released to the OCOG together with such interest as the IOC shall have received in respect thereof.



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**52. Payments
by the IOC on
behalf of the
National
Olympic
Committees**

The National Olympic Committees shall not be required to pay any guarantee deposit with respect to their stay in the Olympic Village and other appropriate accommodations. If the National Olympic Committees do not meet their financial obligations to the OCOG with respect to their stay in the Olympic Village and other appropriate accommodations, the IOC, upon the request of the OCOG, may – but is not obligated to – 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.



IX. Media Coverage of the Games

53.

Broadcasting Agreements

All agreements relating to all forms of broadcasting of the Games, including the new media rights such as IPTV or mobile rights, now or hereafter existing, shall be negotiated and concluded by the IOC. It is expressly understood that all decisions relating to the conduct and conclusion of the negotiations and to 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 organisation of the Games (the "Olympic Broadcasting Organisation" or "OBO"), rest within the exclusive competence of the IOC. No statement relating to such negotiations may be made by or on behalf of the OCOG without the prior written approval of the IOC. No agreement between broadcasters and the OCOG may occur without the prior written approval of the IOC. The OCOG shall adhere to the terms and conditions of all broadcast agreements entered or to be entered into by the IOC with respect to the Games.

54. 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 fulfil the requirements for the broadcasting of the Games, as set forth in the "Technical Manual on Media" and other technical manuals as may be applicable.

- a) The OBO will be an entity controlled by the IOC. The IOC will incur the cost of the provision of the OBO, however the OCOG shall still be responsible for providing, at its expense, certain venues, facilities, services and other requirements as described in further detail in this Contract, including the "Technical Manual on Media" and other technical manuals as may be applicable, details of which will be further set out in an agreement to be entered into between the OBO and the OCOG, which shall be entered into not later than one year following the formation of the OCOG. It is the OCOG's obligation to fully cooperate with the OBO in accordance with the instructions of the IOC.
- b) All such above-mentioned venues, facilities, services and other requirements for the broadcasters for their use, as well as the general infrastructure, shall be



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provided free of charge by the OCOG unless expressly specified otherwise in the **"Technical Manual on Media"**. In the latter case, the prices shall be set out in a rate card, subject to the prior written approval of the IOC, as stated in further detail in Section 61 below. It is understood that, subject to the prior written approval of the IOC, the OBO may charge the broadcasters for certain facilities and services at prices to be stipulated in the above-noted rate card.

- c) The IOC reserves the right to choose suppliers to cover one or more areas of the services necessary for the broadcasters at 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, in accordance with the IOC's on-going and global strategy.
- d) All contracts between the OCOG and the OBO or between the OCOG and/or the OBO and/or telecommunication company(ies) and/or any broadcasting organisation, 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 for its prior written approval.
- e) All international broadcast signals (including sound and/or 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 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 may require. The results service, to be produced by the OCOG, in a format to be determined by the IOC, shall be copyrighted by the OCOG in the name of the IOC and, subject to any terms and conditions required by the IOC, shall be available for transmission through the OBO to the international broadcasters authorised by the IOC, at the OCOG's cost.
- f) A complete copy of the international broadcast signals (including sound and/or 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, accompanied by full and complete computerised time-coded logs, shall be delivered by the OBO to the IOC, free of charge, not later than one month



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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.

55. Press Facilities and Services

- a) The OCOG shall make available, at its expense, the venues, facilities, services and other requirements for the written and photographic press at the Games, as set forth in the "Technical Manual on Media" and other technical manuals as may be applicable.
- 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 "Technical Manual on Media". In the latter case, the prices shall be set out in a rate card, subject to the prior written approval of the IOC, as stated in further detail in Section 61 below.
- c) The results service, in a format to be determined by the IOC, shall be copyrighted in the name of the IOC and, subject to any terms and conditions required by the IOC, including the cost, if any, which may be charged by the OCOG, shall be available for transmission from the OCOG to the international agencies recognised by the IOC. Such service shall, subject to any terms and conditions required by the IOC, also be made available to accredited media, the IFs, the National Olympic Committees and other persons designated by the IOC.
- d) The IOC reserves the right to choose suppliers to cover one or more areas of the services necessary for the written and photographic press at 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, in accordance with the IOC's on-going and global strategy.



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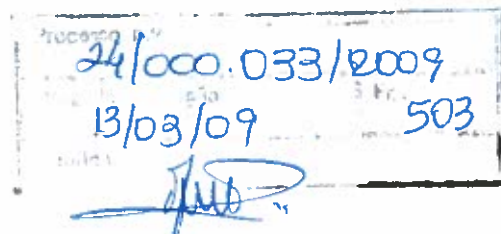
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56. Internet

For the sake of clarity, all Internet agreements relating to the Games including, without limitation, 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, are subject to the prior written approval of the IOC. Without limiting the generality of the foregoing, the IOC may, at 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. The content and features of such website, including all social networking activities (including notably blogging, video games and user generated content) and exploitation related to the Olympic archives (including notably video, photos and results) are subject to the prior written approval of the IOC. Further details regarding this matter are contained in the "Technical Manual on Communications".

**57. 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. Further details regarding this matter are contained in the "Technical Manual on Communications".



X. Other Obligations

- 58. Issue of Press Releases by the City, the NOC or the OCOG** All press releases issued by the City, NOC or the OCOG which quote or refer to the IOC President, members of the IOC or the IOC administration shall be submitted to the IOC for its prior written approval.
- 59. Insurance** The OCOG shall secure and maintain, well in advance of the Opening Ceremony of the Games and for a reasonable time after the closing Ceremony, at its expense, adequate insurance coverage in respect of all risks associated with the planning, organising and staging of the Games. Furthermore, if the OCOG plans to acquire cancellation insurance in relation to the Games, the OCOG shall give the IOC the option to include the OCOG in the IOC's insurance programme. Further details regarding insurance of the Games are contained in the "Technical Manual on Finance".
- 60. Betting** The City, the NOC and the OCOG shall not be involved, directly or indirectly, with any betting in relation to the Games. The City, the NOC and the OCOG, in collaboration with the Government (as defined in Preamble G), shall ensure that, with regard to any betting activities which may take place with respect to the Games, the integrity of sport is fully protected.
- 61. Rate Card Prices** The prices contained in the rate cards referred to in Paragraph (b) of Section 54 and in Paragraph (b) of Section 55 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, sponsors/suppliers and other members of the Olympic Family 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.



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62. Paralympic Games

The Paralympic Games shall be organised by the OCOG approximately two weeks following the conclusion of the Games. The Paralympic Games shall be organised in accordance with the relevant provisions contained in the technical manuals which form an integral part of this contract and, in particular, with the **"Technical Manual on Paralympic Games"** and with the agreement signed between the IOC and the International Paralympic Committee ("IPC"). The services provided to the participants in the Paralympic Games should be based upon similar principles to those applicable to the Games. The planning of the Paralympic Games should be integrated by the OCOG from the early planning stages of the Games.

The OCOG shall pay to the IPC a lump sum of twelve million United States dollars (US \$12,000,000) in return for any and all broadcasting rights (including internet web-cast rights) worldwide, ticket sales rights worldwide and marketing rights in the Host Country (including without limitation venue, advertising, sponsorship and licensing and any and all other forms of marketing rights) related to the Paralympic Games. Notwithstanding the foregoing, when entering into agreements relating to the broadcast of the Paralympic Games, the OCOG shall give due consideration to the IPC's desire to be able to broadcast certain events of the Paralympic Games over its internet web-cast channel.

The OCOG, along with the IPC, shall assume the responsibility for the planning, organising and/or staging of the 2016 Paralympic Games. Should there be any dispute between the IPC and the OCOG pursuant to the IOC/IPC Agreement which is unable to be resolved between the OCOG and the IPC, such dispute shall be submitted to the IOC Executive Board for resolution. Similarly, should any issue of concern be raised by the IOC Executive Board because of a potential impact on the organisation of the Olympic Games, which is unable to be resolved between the IOC, the IPC and/or the OCOG, such issue shall be addressed in accordance with the decision of the IOC Executive Board.

The host broadcasting organisation for the Games shall also be the host broadcasting organisation for the Paralympic Games. The OCOG shall bear the costs of the host broadcasting organisation in relation to the Paralympic Games.

The IOC assumes no responsibility of any kind with respect to or deriving from any aspects of the planning, organising and/or staging of the Paralympic Games.



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63. Technology Technology includes in particular information systems and networks (hardware and software), Internet and similar technology, telephony and telecommunications, cabling, timekeeping, scoring, measuring and display systems, Public Address 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, providing, and implementing all the technology 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.

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, 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, and to provide the OCOG and the IOC, within six months after the conclusion of the Games, with a report describing in detail the services and/or products actually delivered during the preparation phases of the Games and during the Games themselves and, if required by the OCOG and/or the IOC, to prepare and participate in meetings, workshops, debriefings and/or other related activities concerning the transfer of knowledge.

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, in accordance with the IOC's on-going and global strategy.

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

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



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The OCOG shall provide, to a reasonable number of technology experts working for the IOC, and to Organising Committees for Olympic Games subsequent to the Games and their technology suppliers, accreditations allowing free access to all locations where Games-related technology will be provided and operated.

64. Olympic Results and Information Services

The OCOG shall provide information technology, in accordance with the standards contemplated in the Olympic Results and Information Services ("ORIS") project, a copy of which has been provided by the IOC to the City and which forms an integral part of this Contract. The ORIS project shall be updated to include the new requirements of the Olympic Games, IFs, other constituents of the Olympic Family and technology development. The OCOG shall pay part of the costs of updating the ORIS project in accordance with the rules established by the IOC.



XI. Termination

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- 65. Termination of Contract**
- a) The IOC 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 recognised as one of belligerence or if the IOC has reasonable grounds to believe that the safety of participants in the Games would be seriously threatened or jeopardised;
 - ii) the covenant of the Government (as referred to in Section 5 of this Contract) is not respected;
 - iii) the Games are not celebrated during the year 2016; or
 - iv) 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 intend to terminate this Contract and withdraw the Games, it shall (provided there is no need for urgent action, as determined by the IOC) proceed as follows:
- i) if the IOC determines that a contingency set forth in Paragraph (a) of Section 65 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 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, 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) days deadline shall be reduced to one half of the number of days running from the date on



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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 has (have) not been remedied to the reasonable satisfaction of the IOC within the deadline set forth in the said Paragraph (b)(i), the IOC shall then be entitled, without further notice, to withdraw immediately the organisation 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, or termination of this Contract by the IOC 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

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- 66. Summary of Technical Manuals Forming Integral Part of this Contract** The City, the NOC and the OCOG shall abide by the terms and conditions set forth in the following technical manuals, all of which form an integral part of this Contract, including those technical manuals referred to below which have not yet been expressly referred to in the previous sections of this Contract. The technical manuals contain contractual requirements as well as key recommendations and educational information in relation to a specific theme or function in order to assist the City, the NOC and the OCOG with the planning, organising and staging of the Games.

Technical Manuals	Referred to in Section(s)
Accommodation	30, 31 and 36
Accreditation and Entries at the Olympic Games - User's Guide	11, 20 and 31
Arrivals & Departures	20
Brand Protection	47 and 49
Ceremonies	37
City Activities	36
Communications	27, 56 and 57
Design Standards for Competition Venues	34 and 35
Finance	24 and 59
Food Services	---
Games Management	16, 25, 26 and 27
Information Management	27 and 28
Marketing Partner Services	49
Media	30, 54 and 55
Medical Services	24
NOC Services	20
OCOG Marketing	49
Olympic Games Impact	28



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Olympic Hospitality Centre	49
Olympic Torch Relay	38
Olympic Village	29
Organising an IOC Session and Related Meetings	15
Paralympic Games	62
Protocol and IOC Protocol Guide	40
Signage	---
Sport	34
Ticketing	46
Transport	20
Venues	35
Workforce	11

**67. Obligations
at the Expense
of the City, the
NOC and/or the
OCOG**

Unless expressly stipulated otherwise in this Contract, all obligations of the City, the NOC and/or the OCOG pursuant to this Contract, shall be at their expense.

**68. Delegation
by the IOC**

The IOC may delegate, at its discretion, authority for the implementation of this Contract to such person(s) or body(ies) as it may designate from time to time.

**69. 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.



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- 70. 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 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.
- 71. Enactment, Amendment or Entering into Force of Law** Should any law in the Host Country be enacted or amended or enter into force after the date of the visit by the IOC Evaluation Commission to the City, and should any such enactment, amendment, or entering into force result in adverse consequences for the IOC, the IFs or the National Olympic Committees - financial or otherwise - compared to the previously existing situation, then the City, the NOC and the OCOG shall take all appropriate steps so that the IOC, the IFs and the National Olympic Committees are not affected by such adverse consequences.
- 72. 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.
- 73. 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 for final resolution.
- 74. Languages** All information and documentation produced in relation to the planning, organising and staging of the Games (-e.g. publications, signage) shall be in English and French, the official languages of the IOC, unless expressly provided otherwise in writing by the IOC. The OCOG shall submit to the IOC its translation policy, to be applicable upon the occasion of the Games, not later than one year prior to the Opening Ceremony of the Games.

All information and documentation submitted to the IOC pursuant to this Contract, shall be submitted in English and French. The IOC may agree, at its discretion, to a



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summary in English and/or French, as the case may be. All agreements requiring the approval of the IOC 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.

75. Olympic Charter

For the purposes of this Contract, the Olympic Charter means the Olympic Charter in force upon the conclusion of the 121st IOC Session in Copenhagen, 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.

76. 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.

77. Authorisation of Signatories

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

78. 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.



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Justice

**79. 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.



Host City Contract for the Games of the XXXII Olympiad in 2016 - Rio de Janeiro

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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: *[Signature of Jacques Rogge]*

Jacques ROGGE
President

Per: *[Signature of Richard Carrion]*

Richard CARRIÓN
Chairman, Finance Commission

THE CITY OF RIO DE JANEIRO

Per: *[Signature of Eduardo Paes]*

Eduardo PAES
Mayor



THE BRAZILIAN OLYMPIC COMMITTEE

Per: *[Signature of Carlos Arthur Nuzman]*

Carlos Arthur NUZMAN
President