

**MULTIPARTY AGREEMENT**

**FOR THE 2010 WINTER OLYMPIC AND PARALYMPIC GAMES**



Canada



*This is a re-formatted version of the original Multi-Party Agreement that was signed between the parties on November 14, 2002.*



## TABLE OF CONTENTS

DEFINITIONS .....	4
ORGANIZATIONAL .....	6
OPERATIONAL .....	7
PROTOCOL AND ACCREDITATION .....	11
CONTRIBUTIONS .....	12
FINANCIAL CONDITIONS .....	14
LEGACY .....	15
IMPLEMENTATION OF AGREEMENT .....	18
GENERAL PROVISIONS .....	20
ANNEX A: CANADA'S OFFICIAL LANGUAGES REQUIREMENTS .....	24
ANNEX B: FEDERAL HOSTING POLICY .....	25
ANNEX C: FEDERAL GOVERNMENT POLICY ON TOBACCO SPONSORSHIP .....	31
ANNEX D: CANADA'S INVESTMENT REQUIREMENTS .....	32
ANNEX E: COVENANT OF CANADA .....	33
ANNEX F: COVENANT OF THE PROVINCE .....	36
ANNEX G: COVENANT OF VANCOUVER .....	39
ANNEX H: COVENANT OF WHISTLER .....	42
ANNEX I: OFFICIALS .....	44
ANNEX J: JOINDER AGREEMENT .....	45
ANNEX K: ADDRESSES .....	47
ANNEX L: SPORT AND EVENT VENUES .....	48

---

THIS AGREEMENT made as of the 14 day of November, 2002.

---

**AMONG:**

---

**Her Majesty the Queen in Right of Canada, as represented by the Minister of Canadian Heritage**  
(hereinafter called "Canada")

- and -

**Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Community,  
Aboriginal and Women's Services**  
(hereinafter called the "Province")

- and -

**City of Vancouver**  
(hereinafter called "Vancouver")

- and -

**Resort Municipality of Whistler**  
(hereinafter called "Whistler")

- and -

**Canadian Olympic Committee**  
(hereinafter called "COC")

- and -

**Canadian Paralympic Committee**  
(hereinafter called "CPC")

- and -

**Vancouver 2010 Bid Corporation**  
(hereinafter called "Bid Corp").

## WHEREAS:

- A.** Vancouver, the COC and the Bid Corp have entered into the Bid City Agreement in respect of the Games and, with the support of the other Parties and Local First Nations, Vancouver is submitting to the IOC a Candidature File for its selection as the host city for the Games;
- B.** In accordance with the Olympic Charter, upon selection by the IOC of Vancouver as the host city for the Games in the year 2010, and the entering into of the Host City Contract, the OCOG is required to be organized by Vancouver, together with the COC, which is the National Olympic Committee for Canada under the Olympic Charter and, as such, has the authority to designate Vancouver as the candidate city for Canada;
- C.** The COC is recognized by the IOC as the National Olympic Committee in Canada and, as such, it has the responsibility to develop and protect the Olympic movement in Canada which COC does through being a member of the OCOG and through membership on the board of directors, any executive committee and various other committees of the OCOG;
- D.** The CPC is recognized by the IPC as the National Paralympic Committee in Canada and, as such, it has the responsibility to develop and protect the Paralympic movement in Canada which CPC does through being a member of the OCOG and through membership on the board of directors, any executive committee and various other committees of the OCOG;
- E.** In accordance with the Olympic Charter, after selection by the IOC of Vancouver as the host city for the Games and the entering into the Host City Contract by the COC, Vancouver and the IOC, the COC and Vancouver will incorporate the OCOG;
- F.** The OCOG will, in accordance with section 2.4(b) of this Agreement, become a party to this Agreement after it is incorporated and, upon its acceptance of this Agreement, will plan, organize, finance and stage the Games, provide and assist in the preparation of facilities as may be required for the Games, and leave a tangible legacy, including facilities and funding for amateur sport for future generations;
- G.** Canada has determined, in accordance with the Hosting Policy, that the hosting of the Games will advance national policy objectives and accrue significant sport, cultural, social and economic benefits and therefore has agreed to provide support for the OCOG;
- H.** The Parties believe that hosting the Games in Vancouver and Whistler will strengthen the Olympic and Paralympic movements worldwide;
- I.** A successful Games is in the interest of all Canadians and the Parties to this Agreement regard the hosting of the Games in Canada as an event of national significance, therefore the Parties are committed to offering their best efforts toward this end;
- J.** The Parties recognize that, should the Games be held in Vancouver and Whistler, they will be a matter of pride to all Canadians and a credit to Canada and abroad, and therefore, represent an opportunity to:
- (i)** strive for excellence in everything they do;
  - (ii)** be ethical, honest and act with integrity;
  - (iii)** work cooperatively with Athletes, coaches and the Canadian and international sport systems, obtaining and respecting their input and work to maximize a lasting legacy for amateur sport;
  - (iv)** honour the unique characteristics, values, goals and principles of the host communities;
  - (v)** commit to sustainable economic, social and environmental practices as set out in Vancouver's bid to be awarded the Games;
  - (vi)** communicate openly with the public, the IOC and the host communities;
  - (vii)** promote opportunities for participation by persons of diverse ethnic, socio-economic and cultural backgrounds, including persons from Vancouver's inner city;
  - (viii)** build respectful and mutually beneficial relationships with First Nations, host communities, governments, business and sport;
  - (ix)** with respect to Olympic activities, strive to present themselves to the public and the Olympic family in both official languages; and

- (x) ensure that the Games facilities are reasonably accessible to persons with disabilities;
  - K. It is expected that permanent, new and renovated Games facilities funded for the construction or renovation under this Agreement will remain after the Games as a physical legacy;
  - L. In order to ensure a lasting sport legacy after the Games, the Parties (other than Canada) agree that the Parties (other than Canada) will establish the 2010 Games Operating Trust and facilitate the establishment of the Whistler Legacies Society;
  - M. The Parties consider this Agreement to be consistent with their respective responsibilities to the IOC; and
  - N. The Parties wish to set forth their respective contributions to the OCOG and the Games, and the conditions governing their contributions and the principles of coordination among themselves.
- NOW THEREFORE in consideration of the sum of One Dollar and other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each Party), the Parties agree as follows:

## DEFINITIONS

- (a) "2010 Games Operating Trust" means the not-for-profit corporation to be established pursuant to section 35.1 of this Agreement;
- (b) "Amateur Sport Legacy Fund" means the fund established pursuant to section 33.2 of this Agreement, to be managed by the 2010 Games Operating Trust;
- (c) "Athletes" means Canadian amateur athletes including First Nations and other aboriginal athletes, and athletes with a disability;
- (d) "Bid City Agreement" means the agreement among the Canadian Olympic Association (now the COC), the Bid Corp and Vancouver made as of December 1, 1998;
- (e) "Business Plan" means the business plan described in section 4, including any amendments;
- (f) "Bylaws" means, as the context requires, either
  - (i) the draft OCOG bylaws provided by the Bid Corp to the Parties (other than Canada) under section 3.2, or
  - (ii) the OCOG bylaws as approved under section 3.3 of this Agreement, as those bylaws may be amended from time to time;
- (g) "Candidature File" means Part II of the IOC's Manual for Candidate Cities for the XXI Olympic Winter Games 2010, to be completed and submitted by Vancouver to the IOC;
- (h) "Capital Budget" means the capital budget of the OCOG;
- (i) "Coordinating Committee" means the committee described in section 37;
- (j) "Covenant" means the respective covenants and guarantees provided by each of the four Government Parties as set out in Annexes E, F, G and H;
- (k) "Deficit" means the excess of capital and operating expenses over revenues, as disclosed in the final audited financial statements of the OCOG;
- (l) "Games" means the Olympic Games and the Paralympic Games to be held in and around the city of Vancouver and resort municipality of Whistler in British Columbia, Canada and will include
  - (i) all sport competitions from preliminaries through to finals in all events on the program of the Olympic Games and the Paralympic Games,
  - (ii) opening, closing, awards and other official ceremonies of the Olympic Games and the Paralympic Games,
  - (iii) athletic exhibitions and sports demonstrations approved by the OCOG and presented by the OCOG, and
  - (iv) all cultural programs and related events arranged by and/or sanctioned by the OCOG during the Games Period;
- (m) "Games Period" means the period from January 30, 2010 to March 16, 2010;

- (n)** "Government Parties" means jointly, Canada, the Province, Vancouver and Whistler;
- (o)** "Government Party" means severally, as the context requires, Canada, the Province, Vancouver or Whistler;
- (p)** "Host City Contract" means the IOC Host City Contract for the Games which will be entered into among the IOC, the COC and Vancouver on or around July 2, 2003 if Vancouver is selected by the IOC as the host city for the Games;
- (q)** "Hosting Policy" means the Federal Policy for Hosting International Sport Events attached as Annex B to this Agreement;
- (r)** "IOC" means the International Olympic Committee;
- (s)** "IPC" means the International Paralympic Committee;
- (t)** "Joinder Agreement" means the joinder agreement substantially in the form set out in Annex J;
- (u)** "Joint Marketing Programme Agreement" means the agreement to be entered into between the COC and Vancouver, as described in section 49(a) of the Host City Contract, and which is to be made legally binding on the OCOG;
- (v)** "Legacy Endowment Fund" means the fund established pursuant to section 34.1 of this Agreement;
- (w)** "Letters Patent" means the letters patent for the OCOG granted under Part II of the *Canada Corporations Act* (Canada), as such letters patent may be amended from time to time;
- (x)** "Local First Nations" means the Lil'wat, Squamish, Musqueam and T'sleil-Waututh First Nations, collectively;
- (y)** "Marketing Plan Agreement" means the agreement to be entered into between the IOC and the OCOG, as described in section 49(b) of the Host City Contract, and which is to be made legally binding on the OCOG;
- (z)** "Members" means the members as set out in the Bylaws;
- (aa)** "OCOG" means the Organizing Committee for the Olympic Games to be formed pursuant to section 2 of this Agreement in the event that the Games are awarded by the IOC to the COC and Vancouver;
- (bb)** "Olympic Charter" means the Olympic Charter and Guidelines of the IOC, as amended from time to time;
- (cc)** "Olympic Games" means the XXI Olympic Winter Games to be held in the year 2010;
- (dd)** "Operating Budget" means the operating budget of the OCOG;
- (ee)** "Paralympic Games" means the X Paralympic Winter Games to be held in the year 2010;
- (ff)** "Parties" means jointly, unless otherwise provided in this Agreement, Canada, the Province, Vancouver, Whistler, the COC, the CPC and, as the context requires, the Bid Corp or the OCOG;
- (gg)** "Party" means severally, as the context requires, Canada, the Province, Vancouver, Whistler, the COC, the CPC, the Bid Corp or the OCOG;
- (hh)** "Transition Entity" means the temporary entity described in section 1 of this Agreement; and
- (ii)** "Whistler Legacies Society" or "WLS" means the not-for-profit corporation to be established pursuant to section 36.1 of this Agreement.

## **ORGANIZATIONAL**

### **I. Transition Entity**

---

- 1.1** As set out in the Bid City Agreement, the COC will incorporate the Transition Entity and will ensure that the Transition Entity is a not-for-profit corporation whose incorporating documents will not be inconsistent with section 3 of this Agreement and the Bid City Agreement, as if the Transition Entity were the OCOG.
- 1.2** The Transition Entity will be incorporated to function, between the time of the Games award on or around July 2, 2003 until such time as the first meeting of the OCOG Board of Directors has been held, to:
- (a)** assist in the incorporation of the OCOG, including the development and implementation of a process for the nomination and selection of the OCOG's CEO for recommendation to the OCOG Board of Directors;
  - (b)** perform any required planning, organizing, financing and staging of the Games, and implementation tasks; and
  - (c)** wind-up the Bid Corp.
- 1.3** The OCOG will reimburse the COC or Vancouver, as the case may be, for any costs incurred by either of them that are associated with the incorporation, operation and wind-up of the Transition Entity and the incorporation of the OCOG.

### **2. Organizing Committee for the Games**

---

- 2.1** The OCOG, as a not-for-profit corporation established for the Games, has the responsibility of:
- (a)** planning, organizing, financing and staging the Games in and around the city of Vancouver and the resort municipality of Whistler;
  - (b)** promoting Vancouver as the host city, Whistler as the host resort, the Province as the host province, and Canada as the host country for the Games; and
  - (c)** providing and assisting in the preparation of facilities as may be required.
- 2.2** The Parties (other than Canada) hereby acknowledge receipt of a draft application for letters patent for the OCOG from the Bid Corp.

- 2.3** The COC and Vancouver, prior to the expiry of 5 months following the Games award, will submit an application for letters patent seeking the incorporation of the OCOG, substantially in the form of the draft application for letters patent as provided under section 2.2.
- 2.4** Within 30 days of the incorporation of the OCOG:
- (a)** Bid Corp agrees to assign to the OCOG all its rights, interests, obligations and liabilities under this Agreement, the Bid City Agreement and any other agreements entered into by the Bid Corp regarding the planning, organizing, financing and staging of the Games; and
  - (b)** the Parties, other than Canada, will cause the OCOG to
    - (i)** execute the Joinder Agreement, and
    - (ii)** accept, in accordance with the Letters Patent and the Joinder Agreement, such assignment and assume the rights, interests, obligations and liabilities of Bid Corp described in section 2.4(a).
- 2.5** Following such assignment and assumption described in section 2.4, and subject to section 39, Bid Corp will have no further obligations under this Agreement.
- 2.6** Obligations undertaken under this Agreement by Bid Corp are sometimes referred to as obligations of the OCOG as if the assignment described in section 2.4 has already taken place.

### **3. OCOG Letters Patent and Bylaws**

---

- 3.1** The COC and Vancouver will ensure that the letters patent, bylaws and other incorporating documents of OCOG submitted to Industry Canada provide, among other things, that:
- (a)** the membership of the OCOG will consist of up to 20 Members, who are to be appointed as follows, 3 by Canada, 3 by the Province, 2 by Vancouver, 2 by Whistler, 7 by the COC, 1 by the CPC, 1 by the Lil'wat and Squamish First Nations acting together, and 1 by vote of the other Members identified in this section 3.1(a);
  - (b)** the Board of Directors will consist of the persons appointed as Members and a person ceases to be a Director upon ceasing to be a Member;



(c) the appointment of Directors and Members will be made having regard to the principle that, at all times, the Directors and Members of the OCOG should include women and men who are able to contribute to the achievement of the objectives of the OCOG;

(d) membership on committees of the Board of Directors will include at least one person appointed as a Member and Director by each of the appointing Parties referred to in section 3.1(a) of this Agreement, if such Parties request; and

(e) Members of the Senate or the House of Commons, natural persons elected to a provincial or territorial legislature, or any council member of Vancouver and Whistler, can not be appointed as a Director or Member.

**3.2** The Parties (other than Canada) hereby acknowledge receipt of draft bylaws for the OCOG from the Bid Corp.

**3.3** The Bylaws of the OCOG are subject to the written approval of the Parties (other than Canada), but those

Parties must not approve a version of the Bylaws that is inconsistent with the draft bylaws provided to those Parties by the Bid Corp under section 3.2 of this Agreement, except as those draft bylaws may be modified as a consequence of the comments of Industry Canada.

**3.4** The Letters Patent of the OCOG are subject to the written approval of the Parties (other than Canada), but those Parties must not approve a version of the Letters Patent that is inconsistent with the draft application for letters patent provided to those Parties by the Bid Corp under section 2.2 of this Agreement, except as the draft application for letters patent may be modified as a consequence of the comments of Industry Canada.

**3.5** The OCOG will not amend its Letters Patent, Bylaws or other incorporating documents in relation to the matters set out in section 3.1 of this Agreement without the prior written consent of each of the other Parties.

## OPERATIONAL

### **4. Business Plan**

**4.1** Within 18 months of the OCOG executing the Joinder Agreement as provided for in section 2.4(b), the OCOG will prepare a business plan that details, to the extent possible, the planning, organizing, financing and staging of the Games.

**4.2** The Business Plan will:

(a) be approved by the Directors of the OCOG as contemplated in the Bylaws;

(b) be submitted by the OCOG to Canada and the Province for approval;

(c) be based on the Candidature File submitted by Vancouver, and budgets and master plan submitted by the OCOG, to the IOC;

(d) be consistent with the IOC framework developed under the IOC's "Transfer of Knowledge Program";

(e) be subject to amendment from time to time, in accordance with section 4.5 of this Agreement and the Bylaws; and

(f) reflect the policy goals embodied in this Agreement.

**4.3** The Business Plan will include the following elements:

(a) a values, vision, mission, goals and objectives statement;

(b) a financial plan that includes all sources of funding, a complete set of financial projections and cashflow projections;

(c) a plan for achieving sponsorship revenue and value-in-kind support targets;

(d) an Operating Budget and Capital Budget for each of the Olympic Games and the Paralympic Games;

(e) a deficit avoidance plan that will include the requirement for the OCOG to immediately implement remedial measures to eliminate a Deficit and to establish acceptable levels of risk;

(f) a risk management plan;

(g) a plan for acquiring services required by the OCOG and for identifying how those services will be provided (for example, by the OCOG, third-party sponsorship, volunteer support, one of the Parties, or by other means);

(h) a human resources plan regarding paid staff and volunteers, including an employment equity plan;

(i) provision for an environmental scan that is to be regularly updated;

(j) a plan for concluding development and use agreements with facility owners, as required, for the Games;

(k) a marketing plan;

(l) a security plan to be developed in consultation with the Government Parties;

(m) a cultural plan that reflects the requirements of this Agreement and the Host City Contract, and that will be developed at a later date;

(n) a health plan to be developed in consultation with the Government Parties;

(o) a communications plan; and

(p) an evaluation mechanism for ongoing assessment of the OCOG's progress in planning, organizing, financing and staging of the Games.

**4.4** The OCOG will provide the Parties with quarterly updates to the Business Plan within 60 days after the end of each quarter of each fiscal year, including forecasts of revenues and expenses.

**4.5** The OCOG will obtain the prior written consent of Canada and the Province to changes to the Business Plan, and will provide notice to the other Parties of such changes, that:

(a) would materially impact a Government Party's rights or obligations under this Agreement; or

(b) would result in an increase in or reallocation among the categories within the Operating Budget or the Capital Budget valued

(i) at \$5,000,000 or more for any single increase or reallocation, or

(ii) on a cumulative basis at \$5,000,000 or more when taken together with other increases or reallocations made since the most recent approval of the Business Plan in accordance with the Bylaws.

**4.6** For greater certainty, it is understood by the Parties that the marketing plan referred to in section 4.3(k) of this Agreement will reflect the Joint Marketing Programme Agreement and the IOC's "Olympic Marketing Development Programme".

## **5. Contacts and Committees**

---

**5.1** Unless otherwise specified herein, each of the Parties will designate a primary point of contact for the purposes of assisting the OCOG in the development and implementation of the Business Plan and the Operating Budget and Capital Budget, and to act as the primary point of contact for the OCOG with respect to the identification, definition, consultation and decisions related to the contributions described in sections 17, 18, 20 and 21 of this Agreement.

**5.2** Each of the Parties and the Local First Nations will be entitled, upon their request, to appoint at least one representative to any advisory committees or work groups established by the OCOG.

## **6. Doping Control**

---

**6.1** The OCOG will organize and implement a doping control program under the authority of the IOC Medical Commission or the World Anti-Doping Agency, whichever is applicable, and in consultation with the Canadian Centre for Ethics in Sport.

## **7. Cultural Program**

---

**7.1** The OCOG will ensure, to the extent reasonably possible, that any cultural program or events associated with the Games will reflect the cultural diversity of Canada, British Columbia, the city of Vancouver and the resort municipality of Whistler.

**7.2** The OCOG will offer the opportunity to the Parties to make comments and suggestions regarding cultural programs or events associated with the Games.

## **8. Official Languages**

---

- 8.1 The OCOG acknowledges that the official languages of the Games are English and French and will, in that light, undertake to serve the members of the public in both official languages, and communicate with and provide services to the public in both official languages. Without limiting the foregoing, the OCOG will comply with Canada's Official Languages Requirements set out in Annex A.

## **9. Policy on Tobacco Sponsorship**

---

- 9.1 The OCOG will comply with Canada's policy on tobacco sponsorship in amateur sport as set out in Annex C.

## **10. Other Policies**

---

- 10.1 The OCOG will establish a procurement policy that is fair, open and transparent and that reflects normal standards of accountability for organizations operating in the public domain.

- 10.2 In relation to projects funded by Canada under this Agreement, the OCOG will, to the extent that it is aware, provide notice to Canada in writing of any decision to procure goods or services from non-Canadian supplier, licensee or contractor that could materially affect Canadian economic interests.

- 10.3 The OCOG will establish:

- (a) a conflict of interest policy for directors, officers, employees, and volunteers;
- (b) subject to section 25 of this Agreement, a financial investment policy to guide the placement of revenues secured for the staging of the Games;
- (c) a policy on participation by all Canadians in the planning, organizing, financing and staging of the Games, with consideration given to participation by persons of diverse ethnic, socio-economic and cultural backgrounds.

## **11. Management Responsibilities**

---

- 11.1 The OCOG will raise funds for purposes related to the successful planning, organizing, financing and staging of the Games.
- 11.2 If an OCOG financial forecast projects a Deficit, the OCOG will promptly provide notice to the other Parties in writing of that financial forecast and will also specify the measures that it proposes to take to remedy the projected Deficit.
- 11.3 The OCOG will keep separate accounts for the Operating Budget and the Capital Budget, and within these Budgets, will keep separate accounts identifying and tracking the incremental costs for staging the Paralympic Games, as well as a proportion of the general costs of the Games.
- 11.4 The OCOG will:
- (a) organize, plan, finance, stage, manage, promote and conduct the Games in accordance with this Agreement, applicable governing agreements, the requirements of the IOC, and of any other person or entity with status to impose requirements related to the Games; and
  - (b) respect the principles of
    - (i) being an equal opportunity employer, and
    - (ii) pay equity in relation to its paid employees.

## **12. Recognition**

---

- 12.1 Subject to the Olympic Charter and the Host City Contract, the OCOG will ensure, in a manner acceptable to each of the other Parties, that those Parties receive appropriate recognition for their contribution to, and assistance with, the Games.
- 12.2 The Bid Corp or the OCOG will:
- (a) in recognition of the need for facility owners to respect policy and other concerns which a funding Party may have, and in recognition of the valuable role which the naming of facilities can play in raising funds by facility owners in the private sector, include, as a condition of agreements related to the construction of new facilities or renovation of existing facilities to be used during the Games Period, a requirement that, prior to the facility owner naming or re-naming the facility, the facility owner will consult with the OCOG and will not select a name that is unacceptable to the OCOG, acting reasonably; and

(b) provide a copy of any agreements referred to in section 12.2(a) involving new facilities to be funded in whole or part by Canada, to Canada prior to finalization of the agreements.

**12.3** The Bid Corp or the OCOG will:

(a) include in agreements related to any facility to be used during the Games Period, a requirement that the OCOG have the authority to name or rename the facility during the Games Period; and

(b) prior to exercising the authority referred to in section 12.3(a) with respect to any facility, the construction or renovation of which has been funded in whole or part by one or more Government Parties, the OCOG will consult with such Government Parties.

**12.4** During the Games Period, the OCOG will:

(a) only name or rename a new facility constructed for the Games, with the approval of the Government Parties, acting reasonably, who provided capital funding for the facility;

(b) only name or rename a refurbished facility for the Games, after prior consultation with the Government Parties; and

(c) ensure that the name "Whistler" is included in the naming or renaming of the Nordic Centre and the sliding centre.

**12.5** The OCOG will ensure that it is included as a condition of the agreement related to the construction of the Nordic Centre that, prior to naming or re-naming the facility after the Games Period, the Lil'wat and Squamish First Nations will be consulted, with consideration given to using Lil'wat and Squamish First Nations' cultural names.

**12.6** Any naming or renaming pursuant to sections 12.2 to 12.5 is subject to obtaining from the COC, under governing intellectual property laws, any necessary consent or approval to use any of the COC's intellectual property.

### **13. Broadcast Coverage**

---

**13.1** The Parties will make reasonable efforts to ensure that domestic radio and television broadcasts of the Games by the Canadian broadcast rights holders for the Games are in French and English.

### **14. Intellectual Property**

---

**14.1** Subject to the provisions of section 15.1 of this

Agreement, the Olympic Charter, Host City Contract, Joint Marketing Programme Agreement and Marketing Plan Agreement, any intellectual property (e.g., copyright, industrial designs, trademarks, official marks) relating to the COC, the OCOG or the Games will be subject to the following:

(a) where required by law to be legally protected or where required by IOC, same will be registered or protected, on public record, in the name of the COC and at the OCOG's expense. The COC will be the owner of such intellectual property;

(b) any action to prevent any unauthorized use of such intellectual property will be in the name of the COC, taken with the prior written consent of the COC and the OCOG (such consent not to be unreasonably withheld), and will be at the OCOG's expense. Furthermore, legal counsel for the COC in all such actions will be counsel designated by the COC, or approved in writing by the COC;

(c) any agreement to be entered into by the OCOG authorizing the use of such intellectual property will contain the necessary provisions, approved in writing by the COC prior to use, to ensure that such intellectual property at all times maintains its legally protected status in the name of the COC. For example, any marketing type agreement of the OCOG relating to the use of such intellectual property will adhere to the form of a standard form agreement previously approved in writing by the COC;

(d) any use by the OCOG itself of such intellectual property will be in accordance with guidelines in writing prescribed by the COC which are necessary or advisable to ensure that such intellectual property at all times maintains its legally protected status in the name of the COC; and

(e) in relation to the marketing agreements referred to above with sponsors, suppliers, supporters, licensees, etc, the COC will be involved in servicing all such sponsors, suppliers, supporters, licensees, etc to ensure, in a cooperative manner with the OCOG, an integration of such intellectual property of the COC including that relating to

Canada's national Olympic team, in a manner that is consistent with the marketing plan of the OCOG referred to in section 4.3(k). Such servicing will be provided at the COC's cost, unless otherwise agreed. For such purpose, the aforementioned agreement, to be entered into between the COC and the OCOG, embodying the provisions of this section 14.1 will contain the necessary provisions relating to the role of the COC in such servicing.

- 14.2** The COC and the OCOG intend that the general principles set out in section 14.1 will be embodied in the agreement described in section 14.1 to be entered into between the COC and the OCOG.
- 14.3** It is understood that the provisions of this section do not apply to pre-existing intellectual property rights or to the ownership rights of intellectual property related to the architectural designs and plans developed for the purpose of construction and/or renovation of Games facilities and sport venue, provided that such plans and designs do not infringe or violate any of the COC's intellectual property.
- 14.4** As required by the IOC's "Manual for Candidate Cities for the XXI Olympic Winter Games 2010: Part 2 - Candidature File - Questionnaire", the Government Parties have set out their responses regarding the theme of ambush marketing in their respective Covenants.
- 14.5** The COC agrees that the OCOG will have, during the period from the date of this Agreement until December 31, 2004, the exclusive, royalty-free right to use intellectual

property designed by or for it, and approved by the COC, related to the Bid Corp, the OCOG or the Games, provided that the use of such intellectual property does not conflict with any commercial agreements, undertakings or commitments of the COC as of July 2, 2003. It is understood that the intellectual property referred to in this section includes, but is not limited to, intellectual property registered in the name of the COC.

## **15. Archival Material**

---

- 15.1** All material of archival value produced by or for the OCOG will be collected and organized by the OCOG, and preserved and maintained by Vancouver in accordance with the provisions of the Bid City Agreement and the Host City Contract.
- 15.2** Subject to section 15.1, the Parties will be entitled to use free of charge, before, during and after the Games Period, copies of any material prepared for or by the OCOG for purposes of developing and distributing sport promotional literature, films, photographs and video material for presentations in any other appropriate medium and for the preparation of such education materials as the COC, Vancouver or Whistler may from time to time determine but not for the purposes of marketing, licensing or any other form of fund raising. The OCOG will provide, without cost, such consents in writing as may be necessary or desirable for such purposes.

## **PROTOCOL AND ACCREDITATION**

### **16. Protocol and Ceremonial**

---

**16.1** The OCOG will:

- (a) consult with the other Parties and Local First Nations in developing a policy on ceremonial procedures, protocol and accreditation;
- (b) provide the policies described in section 16.1(a) to each of the other Parties or Local First Nations for approval of the portion that is relevant to that Party or the Local First Nations; and

(c) ensure that the policies described in section 16.1(a) conform to the Olympic Charter, and other rules of the IOC and the IPC.

**16.2** The OCOG will use reasonable efforts to ensure that each Party and the Band Councils of the Local First Nations are provided the opportunity to purchase event tickets at face value plus applicable surcharges, at a Party's or Band Council's own expense and in priority to retail sales.

**16.3** At the Games, the OCOG will treat representatives and guests of a Party and the Local First Nations in a manner befitting their office and on a basis no less favourable than comparable representatives of other levels of government.

**16.4** Subject to the Olympic Charter, the Host City Contract and the IOC Accreditation Guide, the OCOG agrees that it will use reasonable efforts to provide appropriate accreditation to all persons identified as belonging to one of the categories set out in Annex I.

## CONTRIBUTIONS

### 17. Canada's Contribution

---

**17.1** Subject to the provisions of this Agreement, if Vancouver is awarded the Games, Canada will:

(a) subject to contribution agreements to be signed between Canada and the OCOG, contribute to the Capital Budget an amount equal to the contribution of the Province, which is \$255 million for the capital costs of sport and event venues for the Games described in Annex L;

(b) subject to an endowment agreement and any contribution agreements, contribute to the Legacy Endowment Fund \$55 million; and

(c) subject to agreements specifying otherwise, at its own cost, provide those services and procedures, outlined in Part II of the Covenant of Canada attached as Annex E, that would ordinarily be provided by Canada, as they arise out of Canada's legislative obligations and prerogatives.

**17.2** It is understood that neither the contribution agreements nor endowment agreement referred to in section 17.1 of this Agreement will derogate from the obligation of Canada to provide the funds committed hereunder, provided that all terms and conditions set out in this Agreement and the said agreements are adhered to by the OCOG.

**17.3** Canada's obligations under this Agreement are subject to the Hosting Policy, and its financial obligations may be adjusted accordingly.

### 18. Province's Contribution

---

**18.1** If Vancouver is awarded the Games, the Province will:

(a) subject to contribution agreements to be signed between the Province and the OCOG, contribute to the Capital Budget an amount equal to the contribution of Canada, which is \$255 million for the capital costs of

sport and event venues for the Games described in Annex L;

(b) subject to an endowment agreement and any contribution agreements, contribute to the Legacy Endowment Fund \$55 million; and

(c) subject to any other agreements specifying otherwise, at its own cost, provide those services that would ordinarily be provided by the Province, as services that fall within its jurisdiction.

**18.2** Neither the contribution agreements nor the endowment agreement described in section 18.1 of this Agreement will derogate from the obligation of the Province to provide the funds committed hereunder, provided certain procedural and information reporting requirements set out in the said agreements are adhered to by the OCOG.

### 19. Appropriation of Funds

---

**19.1** The payment of money by Canada pursuant to this Agreement is subject to the appropriation of necessary funds by Canada in accordance with the provisions of *The Financial Administration Act* (Canada).

**19.2** The payment of money by the Province pursuant to this Agreement is subject to an appropriation being available in accordance with the provisions of the *Financial Administration Act* (British Columbia).

### 20. Vancouver's Contribution

---

**20.1** If Vancouver is awarded the Games, Vancouver will:

(a) at its cost, provide those services that would normally be provided by Vancouver within its jurisdiction and within its normal financial framework, subject to any cost sharing agreements with other levels of government or

the OCOG in respect of shared responsibility for services and subject to agreements specifying otherwise. These services may include normal levels of fire and rescue services; street cleaning, snow and ice removal and maintenance; parking operations and enforcement; garbage and recycling collection; traffic signal operation and maintenance; graffiti removal; water and sewer maintenance; street lighting; and by-law enforcement;

**(b)** at its cost, provide a level of police services that will organize schedules to accommodate the maximum allowable deployment to the Games under Vancouver's normal financial framework;

**(c)** at its cost, subject to the terms and conditions of the Vancouver Athletes' Village Agreement and, subject to the contribution of \$30 million by the OCOG to Vancouver, provide the permanent facilities at the Vancouver Athletes' Village; and

**(d)** forego the revenue lost by Vancouver due to activities approved by Vancouver and related to the Games, including rent for Vancouver-owned facilities (including the Vancouver Athletes' Village, the Curling Venue, the Figure Skating/Speed Skating Venue and the Trout Lake/Killarney Practice Facility) and parking revenues for Vancouver's parking lots and streets.

## **21. Whistler's Contribution**

---

**21.1** If Vancouver is awarded the Games, Whistler will:

**(a)** at its cost, provide those services that would normally be provided by Whistler within its jurisdiction and within its normal financial framework, subject to any cost sharing agreements with other levels of government or the OCOG in respect of shared responsibility for services and subject to agreements specifying otherwise. These services may include normal levels of fire and rescue services; village maintenance, banner program, snow and ice removal and maintenance; parking operations and enforcement; garbage and recycling collection; traffic signal operation and maintenance; graffiti removal; water and sewer maintenance; street lighting; and by-law enforcement;

**(b)** at its cost, provide a level of police services which will organize schedules to accommodate the maximum allowable deployment to the Games within Whistler's normal financial framework;

**(c)** subject to the contributions associated with the agreements for venue development and operation with the OCOG, at its cost, provide the venue facilities on the terms and conditions contained within those agreements;

**(d)** forego the revenue lost by Whistler due to activities approved by Whistler and related to the Games including rent for Whistler-owned facilities (the lot one/nine Paralympic Sledge Hockey Venue, the Paralympic Curling Venue, Meadow Park Sports Centre and parking revenues for Whistler's parking lots and streets); and

**(e)** continue to work with its partner BC Transit in the provision of normal levels of transit service in the resort municipality of Whistler.

## **22. Covenants**

---

**22.1** Each of the Government Parties that is making a Covenant will fulfill its obligations as contained in that Covenant.

**22.2** Covenants provided by the Government Parties are attached to this Agreement as follows:

**(a)** the Covenant of Canada is attached as Annex E to this Agreement;

**(b)** the Covenant of the Province is attached as Annex F to this Agreement;

**(c)** the Covenant of Vancouver is attached as Annex G to this Agreement; and

**(d)** the Covenant of Whistler is attached as Annex H to this Agreement.

**22.3** The provision of security and policing services referred to in the Covenants is subject to a cost-sharing agreement between the Government Parties.

### **23. Other Assistance**

---

- 23.1** Additional requests by the OCOG to a Party for further assistance, financial or otherwise, will be made in writing in accordance with section 46 of this Agreement.
- 23.2** A Party is not obligated to comply with a request under section 23.1.
- 23.3** A Party may propose additional investments in sport, social, environmental, arts, culture and economic initiatives that will complement the hosting of the Games.
- 23.4** Any proposed investments under section 23.3 that require the assistance of the OCOG will be presented to the Board of Directors of the OCOG for consideration.

- 23.5** Canada, at its discretion, may provide services to the OCOG following a request under section 23.1.
- 23.6** Canada, at its discretion, may charge the OCOG incremental costs for providing services requested under section 23.1.
- 23.7** Canada will not provide further services to the OCOG if those services are:
- (a)** in direct competition with comparable services that are obtainable from the private sector, or other non-governmental services; or
  - (b)** reasonably obtainable from another Canadian source, including other levels of government, volunteers or sponsors.

## **FINANCIAL CONDITIONS**

### **24. Restrictions on Use of Funds**

---

- 24.1** With the exception of any money paid by the OCOG to Vancouver in respect of the construction of the permanent facilities in the Vancouver Olympic Village Agreement, unless otherwise consented to in writing or as expressly set out in this Agreement, no monies received by the OCOG from a Government Party under this Agreement or subsequent detailed agreements, are to be used, directly or indirectly, to reimburse another Party other than the OCOG for any of the costs, incremental or otherwise, which may be incurred by a Party other than the OCOG in connection with the Games.
- 24.2** All interest on funds provided to the OCOG by a Party and held by the OCOG will be added to the OCOG's revenues as earned income and attributed to the appropriate Operating Budget or Capital Budget.

### **25. Investment of Contributions**

---

- 25.1** The OCOG will ensure that any portion of Canada's Contribution paid by Canada under this Agreement that has not been spent or committed will be managed in accordance with the terms and conditions of this Agreement until such time as the money is spent or committed in accordance with the terms of this Agreement, and in that regard the OCOG will comply with Canada's Investment requirements set out in Annex D.

### **26. Financial and Other Reporting**

---

- 26.1** The quarterly updates of the Business Plan which the OCOG is required to provide pursuant to section 4.4 of this Agreement will contain a financial statement that includes operating expenses statements, revenue statements, cash flow statements and balance sheets for the OCOG's activities for that quarter.
- 26.2** The OCOG will provide the Parties with audited financial statements of the OCOG for each fiscal year of the OCOG, within 90 days of the fiscal year end. Final audited financial statements will be provided to the Parties within 180 days of the end of the Games.
- 26.3** In addition to any other information that the OCOG is required to provide to another Party under this Agreement, the OCOG will provide information to a Party that the Party requests, at the Party's cost and within a reasonable time following the request.
- 26.4** In addition to the information provided by the OCOG pursuant to section 26.3, the requesting Party may also examine the books and records of the OCOG, and make copies thereof at the requesting Party's expense, upon providing reasonable notice to the OCOG.



## **27. Audits**

---

- 27.1** The OCOG will provide a Party's authorized auditors and accountants with reasonable access during normal business hours for examination and audit of the books, accounts and records of the OCOG.
- 27.2** An audit conducted by a Party under section 27.1 will be at that Party's cost.
- 27.3** To avoid multiplicity of audits, the Parties will endeavour to establish a single audit program and audit team.
- 27.4** The OCOG will ensure that all audited financial statements of the OCOG will be in accordance with Canadian generally accepted accounting principles.

## **28. Evaluations**

---

- 28.1** The OCOG agrees to provide to the other Parties all environmental, economic and social impact studies, operational audits and reviews, and evaluation studies on the programs and activities of the OCOG that are conducted by the OCOG or on the OCOG's behalf.
- 28.2** Acting reasonably, the OCOG will co-operate with and facilitate any evaluations of the Games which may be conducted by a Party at that Party's discretion and cost.
- 28.3** Where possible and at the discretion of a Party acting reasonably, that Party's evaluation of the Games will be made available to the other Parties.

## **LEGACY**

### **29. Winding-Up of the OCOG**

---

- 29.1** As early as reasonably possible, but no later than January 1, 2009, the OCOG, in consultation with the Government Parties and the COC, will have in place a comprehensive plan to manage the post-Games wind-up of the OCOG. In addition to those items specifically addressed in sections 29 through 36 of this Agreement, the plan will include provisions for the assignment or disposition of any other rights, responsibilities, obligations or assets of the OCOG and will identify the appropriate authority(ies) and potential resources to execute the plan. Attention will be paid to the collection and organization of archival material and to the transfer of such material to Vancouver.

### **30. Distribution of Assets**

---

- 30.1** After completion of the Games and prior to winding-up, the OCOG will dispose of all its real or personal property.
- 30.2** Any monies recovered by the OCOG through the sale of its assets will be added to its operating revenues as earned income.
- 30.3** If the preliminary measure of expenses and revenues after the Games indicates that the OCOG's final audited financial statements are not likely to show a Deficit and where the OCOG, in consultation with the other Parties, concludes that the donation of certain of its personal

property (in addition to the sports equipment referred to in section 30.4) would be of greater value to the sport community than the sale of such personal property converted to cash, this option will be considered.

- 30.4** The OCOG, in consultation with the other Parties, will develop a plan for the donation of sports equipment purchased for the Games to amateur sport organizations throughout Canada (including the Whistler Legacies Society and organizations associated with other Games facilities which form part of the physical legacy referred to in section 31.1 of this Agreement), local community centres and Local First Nations.

### **31. Physical Legacy**

---

- 31.1** The Bid Corp and the OCOG, as the case may be, will require, in agreements related to the construction of new facilities or the renovation of existing facilities to be used during the Games, where such construction or renovation is to be funded in whole or in part by Canada, that such facilities will be made available to amateur sports groups, for purposes that include use by developing and high-performance Athletes.
- 31.2** Following the award of the Games to Vancouver, the OCOG will negotiate with the owners or lessees of the facilities described in section 31.1 of this Agreement,

specific agreements regarding the terms and conditions of access by amateur sport groups to those facilities, including the timing, number of hours per annum, and rates for access.

- 31.3** Prior to the finalization of the agreements described in section 31.2 of this Agreement, the OCOG will consult with Canada regarding the terms and conditions of the access by amateur sports groups to the facilities. Canada acknowledges that the terms and conditions should be reasonable in the circumstances and should reflect the amount of funding by Canada in relation to the overall value of the facility, the total operating costs of the facility, and the proportion of such operating costs being paid from the 2010 Games Operating Trust.
- 31.4** The obligations set out in sections 31.1 to 31.3 of this Agreement to make facilities available to amateur sports groups will:
- (a) apply to the owners, lessees, operators or managers of facilities at the time such facilities are being renovated or built, and to corporations or other entities that they control or that control them;
  - (b) apply prior to the Games, if practicable due to the timing of any construction or renovation of such facilities in preparation for the Games;
  - (c) apply following the Games only during the useful life of such facilities; and
  - (d) not apply to the facilities at BCPlace, GM Place, the Whistler Conference Centre, the Meadow Park Sports Centre, the International Broadcast Centre, the Vancouver Athletes' Village or the Whistler Athletes' Village (other than the Athletes' Centre portion of the Whistler Athletes' Village).

### **32. Intellectual Property Legacy**

---

- 32.1** Subject to sections 14 and 15, upon its winding up, the OCOG will transfer, to the extent possible, all the intellectual property that it develops or acquires to the 2010 Games Operating Trust, unless such intellectual property belongs or must be reverted back to the IOC and/or the COC as a result of an agreement between the IOC and/or the COC and the OCOG.

### **33. Surplus from the Games – Amateur Sport Legacy Fund**

---

- 33.1** In accordance with section 44 of the Host City Contract, in the event of a surplus in the Operating Budget, the surplus will be divided as follows:
- (a) 20% to the COC;
  - (b) 20% to the IOC; and
  - (c) 60% to the OCOG.
- 33.2** In the event of a surplus in the Operating Budget, the OCOG will pay its share of that surplus as described in section 33.1(c) of this Agreement to a fund to be called the "Amateur Sport Legacy Fund", to be managed by the 2010 Games Operating Trust.
- 33.3** Subject to prior consultation with the COC, as required by section 44(b) of the Host City Contract:
- (a) the first call on earnings from the Amateur Sport Legacy Fund will be to maintain the purchasing power of the Fund; and
  - (b) the remaining earnings will be used for Athlete and coach sport development programs at the Games' sport facilities, and for coach and sport development programs elsewhere in Canada.
- 33.4** If the IOC and the IPC agree to revise the division of a surplus as set out in section 44 of the Host City Contract, such that the CPC, as the National Paralympic Committee of the host country, is entitled to receive a division of the surplus, the other Parties will consider, without obligation, amending section 33.1 accordingly.
- 33.5** If the IOC and the IPC do not agree to revise the division of a surplus as set out in section 44 of the Host City Contract, the Parties will consider a division of the surplus such that the CPC will benefit from such surplus referred to in section 33.1(c).

### **34. Legacy Endowment Fund**

---

- 34.1** In accordance with sections 17 and 18 of this Agreement, Canada and the Province will each contribute \$55 million to the Legacy Endowment Fund, to be managed by the 2010 Games Operating Trust.
- 34.2** Donations or contributions may be made to the Legacy Endowment Fund by any of the Parties or by other persons.

**34.3** Any monies received by the OCOG for the purpose of the Legacy Endowment Fund will be placed by the OCOG into a separate interest bearing account immediately upon their receipt and, together with accrued interest, will be transferred to the 2010 Games Operating Trust as soon as reasonably possible after its incorporation.

**34.4** The Legacy Endowment Fund will be managed in accordance with the terms and conditions of endowment agreements, which will include, inter alia, a provision that the calls on earnings from the Legacy Endowment Fund will be substantially as follows:

(a) first call to maintain the purchasing power of the fund;

(b) second call to pay the operating costs and related capital maintenance costs of each of the Whistler Nordic Centre, the Bobsleigh, Luge and Skeleton Track in Whistler, and the Speed Skating Oval at Simon Fraser University from the time each is substantially completed;

(c) third call to be used for Athlete and coach sport development programs at the facilities described in section 34.4(b) of this Agreement; and

(d) fourth call to be used for Athlete and coach sport development programs at facilities elsewhere in Canada.

**34.5** Canada and the Province will use reasonable efforts to endow the 2010 Games Operating Trust with the Legacy Endowment Fund within a time frame that recognizes that the facilities referred to in section 34.4(b) of this Agreement will be substantially complete and operating prior to the Games Period, and that, accordingly, calls on that Fund will be made prior to the Games Period due to expected low revenue streams and high demand for training of Athletes who will be competing in the Games.

### **35. Games Legacy Administration – 2010 Games Operating Trust**

---

**35.1** The Parties (other than Canada) will, as soon as reasonably possible after July 2, 2003, establish the 2010 Games Operating Trust, the members of which will be the Parties to this Agreement, and the purpose of which will be to hold, direct and manage:

(a) the Amateur Sport Legacy Fund; and

(b) the Legacy Endowment Fund.

**35.2** Prior to the incorporation of the 2010 Games Operating Trust, the Parties (other than Canada) will propose a governance structure for the 2010 Games Operating Trust and seek the written approval of Canada, such approval not to be unreasonably withheld.

**35.3** It is understood that the 2010 Games Operating Trust will keep separate accounts for the Amateur Sport Legacy Fund and the Legacy Endowment Fund and, with respect to the Legacy Endowment Fund, will manage that fund in accordance with the relevant endowment agreements.

**35.4** With respect to this section 35, for greater certainty, the incorporation of the 2010 Games Operating Trust is not at Canada's request and Canada will not have any obligation or role regarding the incorporation of the 2010 Games Operating Trust pursuant to this Agreement.

### **36. Whistler Legacies Society**

---

**36.1** The OCOG will, on or before January 1, 2005, facilitate the establishment of the WLS, the members of which will be, at their request, Parties to this Agreement and the Lil'wat and Squamish First Nations.

**36.2** The purpose of the WLS will be to own, manage or operate, or any combination of the preceding, as the case may be, the Whistler Nordic Centre, the Bobsleigh, Luge and Skeleton Track in the resort municipality of Whistler, the Whistler Athletes' Centre, and any other sports facilities for the Games in the resort municipality of Whistler whose ownership, management or operation has been transferred to the WLS.

**36.3** Prior to the incorporation of the WLS, the OCOG will propose a governance structure and seek the written approval of the proposed members of the WLS, such approval not to be unreasonably withheld.

**36.4** With respect to this section 36, for greater certainty, the incorporation of the WLS is not at Canada's request and Canada will not have any obligation or role regarding the incorporation of the WLS pursuant to this Agreement.

## IMPLEMENTATION OF AGREEMENT

### **37. Coordinating Committee**

---

- 37.1** The Parties will, upon execution of this Agreement, establish a Coordinating Committee that will be comprised of at least one representative appointed from each Party.
- 37.2** The Parties may invite other interested parties to become members of the Coordinating Committee from time to time.
- 37.3** The purposes of the Coordinating Committee are to:
- (a)** promote effective, co-ordinated planning and communication among the Parties with respect to financial and operational matters in their interests and activities in support of the Games;
  - (b)** facilitate the provision of services by Government Parties in support of the Games;
  - (c)** suggest processes for obtaining approvals for funding and services-in-kind from the Parties; and
  - (d)** undertake such other tasks provided for in this Agreement or as the Coordinating Committee deems necessary and expedient to assist the Parties and the OCOG to achieve their respective goals for the Games.

### **38. COC's Indemnification**

---

- 38.1** The Parties acknowledge that under the Bid City Agreement, Vancouver and the OCOG have agreed to assume all commitments, liabilities, obligations or undertakings in relation to the Games, and shall indemnify the COC against any claim from, or liability to, a third party for all losses and expenses of whatever nature or kind which may be incurred in relation to the organization and staging of the Games.
- 38.2** It is also agreed that the indemnity obligations of the Province in respect of Vancouver and Whistler under their respective Participation Agreements with the Province remain in full force and effect.

### **39. Limitation of Liability, Indemnification and Insurance**

---

- 39.1** Except as expressly set out in this Agreement or as otherwise agreed to in writing, none of the Province, Vancouver, Whistler, the COC or the CPC assume any responsibility for:
- (a)** any aspect of the organization, planning, construction, management, staging or financing of the Games; or
  - (b)** any Deficit of the OCOG.
- 39.2** Canada assumes no responsibility for:
- (a)** except as expressly set out in this Agreement or as otherwise agreed to in writing, any aspect of the organization, construction, management, staging or financing of the Games; or
  - (b)** any Deficit of the OCOG.
- 39.3** Except as expressly set out in this Agreement, as otherwise agreed to in writing, or as a consequence of Canada's negligence, default or wilful misconduct, Canada will not be liable to the Parties for any claims, demands, damages, rights or causes of action, arising out of, incidental to, or in any manner connected directly or indirectly with the Games or any work constructed or operated by, or on behalf of, the OCOG, whether caused by, resulting from, or incidental to, the use or occupancy, in any connection with the Games, of any lands, buildings, fixtures or facilities.
- 39.4** The OCOG will save harmless and indemnify Canada against any and all claims, liabilities, demands, damages, rights or causes of action, and expenses, including without limiting the generality of the foregoing, legal costs on a solicitor/client basis, made or asserted by any third party arising out of, or incidental to, this Agreement or the use or occupancy, in connection with the Games, of any lands, buildings, fixtures and/or facilities unless Canada's negligence, default or wilful misconduct gave rise to any such claim, liability, demand, right, action or cause of action.

- 39.5** Bid Corp represents and warrants to the other Parties that it has in place insurance coverage that has been deemed appropriate by its Finance and Audit Committee.
- 39.6** Bid Corp agrees to continue to maintain such insurance referred to in section 39.5 and, despite section 4(j) of the Bid City Agreement, agrees to name the Transition Entity as an additional named insured upon the creation of the Transition Entity until the Bid Corp and the Transition Entity cease to exist.
- 39.7** The OCOG will, upon its incorporation and at its expense, obtain and maintain all appropriate insurance coverage including Directors' and Officers' liability, loss of revenue and such other insurance as deemed necessary by its Finance and Audit Committee until the day the OCOG is wound-up or such later period as may be specified in an insurance policy.
- 39.8** The Bid Corp and the OCOG will provide, upon demand, evidence satisfactory to other Parties of insurance coverage described in sections 39.5 and 39.7 respectively.
- 39.9** Those Parties who are indemnified by the OCOG will be included as a named insured on insurance policies where applicable for the purposes of indemnification of that Party.
- 39.10** The insurance coverage deemed necessary by the OCOG's Finance and Audit Committee pursuant to section 39.7 of this Agreement, and any revisions to such coverage, will be submitted by the OCOG to Canada and the Province for approval prior to implementation.

#### **40. Dispute Resolution**

---

- 40.1** The Parties will, acting reasonably and diligently, attempt to resolve all disputes arising out of or in connection with this Agreement, or in respect of any legal relationship associated with it or from it, by mediated negotiation with the assistance of a neutral person appointed by the British Columbia International Arbitration Centre administered under its Mediation Rules. The mediation will be held in Vancouver, British Columbia.
- 40.2** Unresolved disputes under section 40.1 may, on consent of the Parties to a dispute, be submitted to binding arbitration in accordance with the terms of an arbitration agreement between those Parties.

#### **41. Default by the OCOG**

---

**41.1** The following constitute events of default by the OCOG:

- (a)** a breach by the OCOG of a term or condition or commitment provided for in this Agreement;
- (b)** the OCOG becomes bankrupt or insolvent or is placed in a receivership or takes the benefit of any statute relating to bankrupt and insolvent debtors;
- (c)** an order is made which is not being contested or appealed by the OCOG or a resolution, by the Board of Directors, is passed for the winding-up of the OCOG or if the OCOG is wound-up other than as contemplated by this Agreement; or
- (d)** the OCOG has submitted false or misleading information to the Parties or intentionally made a false or misleading representation.

**41.2** If an event of default occurs:

- (a)** under sections 41.1(b) or 41.1(c), a Party may send a written notice specifying the event of default and may require that the OCOG return to that Party all of its financial assistance paid to the OCOG that has not been expended or made subject to legally binding obligations to a third party;
- (b)** on delivery of the notice under section 41.2(a), that Party is under no further obligation under this Agreement, and its rights under this Agreement terminate, but the provisions of section 54.3 apply, *mutatis mutandis*, to such termination;
- (c)** subject to section 41.3, under sections 41.1(a) or 41.1(d), a Party, which suffers material injury or damage from the event of default, may send a written notice specifying the event of default and may require that the OCOG return to that Party all of its financial assistance paid to the OCOG that has not been expended or made subject to legally binding obligations to a third party; and
- (d)** subject to section 41.3, on delivery of the notice under section 41.1(c), that Party is under no further obligation under this Agreement, and its rights under this Agreement terminate, but the provisions of section 54.3 apply, *mutatis mutandis*, to such termination.

**41.3** A Party that proposes to act pursuant to section 41.2(c) must give notice to the OCOG of the condition or event which constitutes an event of default. If the OCOG fails, within 30 days of receipt of the notice, either to correct the condition or event complained of or to demonstrate to the satisfaction of that Party acting reasonably that the OCOG has taken steps to correct the condition, and in either case, has notified the contact person for the complaining Party of the correction, then that Party may deliver the notice under section 41.2(c).

#### **42. Cancellation, Withdrawal or Postponement**

---

**42.1** Subject to section 42.3, in the event that the Games are cancelled, withdrawn or postponed by the IOC

after Vancouver has been selected as host city for the Games, a Party may, by providing written notice to the other Parties, state that it will:

- (a) fulfill its obligations under this Agreement; or
- (b) be under no further obligation under this Agreement.

**42.2** In the event that a Party acts under section 42.1(b), the OCOG will forthwith return to that Party all of its financial assistance paid to the OCOG that has not been expended or made subject to legally binding obligations to a third party unless otherwise agreed to in writing by that Party.

**42.3** Section 42.1(b) will not apply unless any postponement by the IOC is of material significance to the Party providing the written notice.

## **GENERAL PROVISIONS**

#### **43. Conflict of Interest**

---

- 43.1** No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement or to any benefits that may arise therefrom.
- 43.2** No current or former federal public office holder or public servant of the federal Government who is not in compliance with the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service will be admitted to any share or part of this Agreement or to any benefits that may arise therefrom.
- 43.3** No member of the Legislative Assembly of British Columbia will be admitted to any share or part of this Agreement or to any benefits that may arise therefrom unless permitted under the *Members' Conflict of Interest Act* (British Columbia) as may be amended from time to time.
- 43.4** No member of the Vancouver City Council or the Whistler City Council will be admitted to any share or part of this Agreement or to any benefits that may arise therefrom.

#### **44. Waiver**

---

**44.1** No waiver by a Party of any default under this Agreement will be valid unless given to the other Parties in writing. No waiver by a Party of any default hereunder will operate as a waiver of any other default, whether of a like or different character.

#### **45. Entire Agreement**

---

- 45.1** This Agreement, including the Annexes, and any amendments to them constitute the entire agreement among the Parties with respect to the subject matter addressed herein. This Agreement takes precedence over, cancels, and replaces any other agreement, undertaking, contract, quasi-contract or obligation that may have been concluded or may exist among the Parties with respect to the issues addressed herein.
- 45.2** In the event of any inconsistencies between this Agreement and other agreements referred to in section 11.4 of this Agreement, this Agreement prevails between the Parties to the extent of the inconsistency.

#### **46. Notice**

---

**46.1** Any confirmation, report, notice, consent, approval, instruction, authorization, direction, waiver, statement or other document that a Party may be required or may desire to give or deliver to another Party will be in writing, effective, and deemed received by the Party:

- (a) if delivered personally, on the date of delivery;
- (b) if mailed, on the third business day after mailing;
- (c) if transmitted by facsimile transmission, on the date the transmission is confirmed received through the transmission report; and
- (d) if sent by electronic mail, then when capable of being retrieved by the Party,

at the address set out for that Party in Annex K or at such other address or addresses as a Party may, from time to time, notify the other Parties in writing.

#### **47. Revisions**

---

**47.1** This Agreement may only be amended by written agreement of the Parties.

#### **48. Execution**

---

**48.1** The Parties represent and warrant to each other that they have respectively taken all legally required action, corporate or otherwise, to enter into this Agreement and to authorize their officers and officials to execute this Agreement.

#### **49. Interpretation**

---

**49.1** This Agreement will be governed by, and construed in accordance with, the laws in force in the province of British Columbia.

#### **50. Confidentiality**

---

**50.1** All information obtained during the course of this Agreement are confidential and of a nature whose disclosure would interfere with the Parties ability to plan, organize, stage and finance the Games, and as such the

Parties will not, save as may be required by law, disclose such information without the prior consent of the concerned Party.

**50.2** Notice is hereby given that Canada is subject to the provisions of the *Access to Information and Privacy Act* (Canada). Information submitted and in the possession of a federal institution may be eligible for disclosure in accordance with the requirement of that Act.

#### **51. Compliance with Applicable Laws**

---

**51.1** The OCOG agrees to comply with all applicable federal, provincial and local laws, regulations and bylaws. In addition, the OCOG undertakes to obtain all necessary licenses, permits, consents and/or approvals that may be required by law to carry out its activities.

**51.2** Furthermore, the OCOG agrees to comply with:

- (a) the provisions of its Bylaws, any other corporate governance document subscribed to by the OCOG or any resolution of the OCOG; and
- (b) any judgment, decree, order or award of any court, regulatory authority or arbitrator made in respect of the OCOG.

#### **52. Agreement not a Partnership**

---

**52.1** Except as expressly set out in this Agreement, this Agreement will not be construed to place the Parties in the relationship of agents and principal, master and servant, settlor and trustee, partners or joint venturers and no Party will have any right to obligate or bind any other Party in any manner.

**52.2** It is acknowledged that the OCOG and any other corporation formed pursuant to this Agreement is not an agent of any other Party, and that none of Parties is an agent of the OCOG or of any other corporation formed pursuant to this Agreement.

**52.3** A Party will not, unless otherwise agreed to in writing by the other applicable Party, hold itself out as an agent of that Party, or purport to enter into contracts, on behalf that Party.

**52.4** Unless otherwise agreed to by the applicable other Party, the Bid Corp and the OCOG will ensure that all venue agreements they will enter into will contain a provision indicating that the Bid Corp and the OCOG is not an agent of Canada, the Province, Vancouver, Whistler, the COC or the CPC.

### **53. Severability**

---

**53.1** If any provision of this Agreement is determined to be invalid or unenforceable by an arbitrator or a court of competent jurisdiction from which no further appeal lies or is taken, that provision will be deemed to be severed herefrom and the remaining provisions of this Agreement will not be affected thereby and will remain valid and enforceable; provided that in the event that any portion of this Agreement will have been so determined to be or become invalid or unenforceable (the "offending portion"), the Parties will negotiate in good faith such changes to this Agreement as will best preserve for the Parties the benefits and obligations of such offending portion.

### **54. Termination**

---

**54.1** This Agreement will terminate automatically if:

- (a) on the date the Games are awarded, the IOC awards the Games to a city other than Vancouver; or
- (b) within 30 days of the OCOG's incorporation, the OCOG does not execute the Joinder Agreement.

**54.2** If the Games are awarded to Vancouver and the OCOG becomes a party to this Agreement in accordance with section 2.4 of this Agreement, this Agreement will terminate on the later of:

- (a) December 31, 2012; and
- (b) upon the completion of all obligations of the Parties under this Agreement.

**54.3** Notwithstanding any termination of this Agreement, or a termination in its normal course, sections 24, 27, 28, 38, 39 and 50 will survive in accordance with their provisions, as well as any other section or provision which, by its nature, would normally survive any such termination.

### **55. Further Assurances**

---

**55.1** Each of the Parties will, upon the reasonable request of another Party, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.



**56. Counterparts**

**56.1** This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other Parties.

IN WITNESS WHEREOF

The Parties have executed this Agreement on the day first above written.

SIGNED on behalf of Her Majesty the Queen in right of Canada by the Minister of Canadian Heritage in the presence of:

[Original signed by: David M. Robinson]

[Original signed by: Sheila Coppins]

*(Witness)*

Minister of Canadian Heritage

SIGNED on behalf of Her Majesty the Queen in right of the Province of British Columbia by the Minister of Community, Aboriginal and Women’s Services in the presence of:

[Original signed by: J. Burnes]

[Original signed by: Ted Nebbeling]

*(Witness)*

For the Minister of Community, Aboriginal and Women’s Services

CITY OF VANCOUVER

by:

[Original signed by: Frances J. Connell]

Director of Legal Services

RESORT MUNICIPALITY OF WHISTLER

by:

[Original signed by: Hugh O’Reilly]

[Original signed by: Brenda Simms]

Mayor of the Resort Municipality of Whistler

Municipal Clerk of the Resort Municipality of Whistler

CANADIAN OLYMPIC COMMITTEE

by:

[Original signed by: Michael Chambers]

[Original signed by: Lou Ragagnin]

President

Chief Executive Officer and Secretary General

CANADIAN PARALYMPIC COMMITTEE

by:

[Original signed by: Patrick Jarvis]

[Original signed by: Laurel Crosby]

President

CPC Director at Large

VANCOUVER 2010 BID CORPORATION

by:

[Original signed by: Dorothy E. Byrne]

[Original signed by: Terry Wright]

General Counsel and Corporate Secretary

Vice President, Bid Development

## Canada's Official Languages Requirements

**1.** The OCOG agrees to comply with the following requirements and will ensure that:

- a)** it actively recruits and involves the francophone communities of the Province of British Columbia and Canada;
- b)** a full-time languages services coordinator is hired as well as a full-time bilingual receptionist for the Games headquarters for a reasonable period prior to the Games;
- c)** it has sufficient capacity in Canada's Official Languages, among its employees and volunteers, giving due recognition to the magnitude and complexity of the Games;
- d)** all promotional and public information material provided by the OCOG and intended for the general public prior to, during and after the Games will be made available simultaneously in both official languages; including media news releases, advertising, exhibits and displays, pamphlets and booklets, songs, mascots' names, slogans, logos films, and other audio-visual productions, souvenirs and memorabilia;
- e)** all information on the OCOG official internet web page is available in both official languages;
- f)** advertisements are released concurrently with either the French advertisement appearing in local/provincial minority language print or electronic media, or if minority language media services are not available, the advertisements will appear in the English media in both English and French;
- g)** official Games programs, identification passes and tickets will be bilingual;
- h)** signs relating to the Games, including the signs of Canada, the Province of British Columbia, Vancouver, Whistler, and of the corporate sponsors and official suppliers of the Games, which are installed for the purposes of the Games Period by the OCOG or authorized by the OCOG to be installed at all Games sites including the athletes' village, all athletes' areas at venues, stadiums, the media centre and the Games headquarters will be bilingual;
- i)** written material giving administrative information for athletes, coaches, technical officials or other delegation members (handbooks, manuals, schedules, instructional guides, etc.) will be available simultaneously in both official languages;
- j)** background information provided by the OCOG for media use prior to, during and after the Games, including event results, will be made available simultaneously in both official languages;
- k)** Opening and Closing ceremonies will be in both official languages and the national anthem will be sung in its bilingual version; the program will include participants and events which represent both official language groups;
- l)** all public address announcements related to the Games and more specifically at the Games venues will be in both official languages;
- m)** services provided by the OCOG for athletes, coaches, technical officials and other delegation members will be available in both official languages; in particular, security, emergency and medical services will be made available to them in both official languages on a 24-hour basis, and to the general public in both official languages during operational hours of the Games. Where these services are not provided directly by the OCOG, the OCOG shall, to the extent reasonably possible, ensure the service provider maintains this level of standard;
- n)** each location owned or operated by the OCOG that is used for selling tickets, providing information or selling merchandise and souvenirs to the public before, during or after the Games Period will be staffed so that service can be provided in both official languages to meet demand, and signs, badges or pins will clearly identify which people can communicate in both official languages; for greater certainty it is understood that where tickets, information or other services are provided from booths or wickets, there must be a minimum of one per location which can function in both official languages at a reasonable standard and each booth or wicket must be clearly identified; non-OCOG retailers will be aided in providing customer service in both Official Languages through the provision by the OCOG of shared access to bilingual staff via electronic and other means;
- o)** any cultural festivals, events or displays occurring before, during or after the Games and sponsored or promoted as part of the Games will include both English and French elements.

## Federal Hosting Policy

### INTRODUCTION

The hosting of international sport events offers Canada the potential to bring direct and significant benefits across a broad range of government priorities and can act as a catalyst for the achievement of other federal objectives. Athletes, coaches, officials and volunteers benefit from preparation programs, competitions, programming and facility legacies. Sport organizations also benefit from increased exposure and influence, and experience increased participation in the sport.

Economic benefits include job creation, particularly in the small and medium-sized business sector, regional development, increased tourism, increased exports, enhanced infrastructure and increased tax revenue.

Social benefits range from unique work experiences including training and youth participation, to volunteer promotion and increased emphasis on fitness and health.

Hosting also offers a forum to celebrate athletic, artistic and cultural excellence and provide Canadians with the opportunity to contribute to the expression of Canadian identity.

### NEED FOR A POLICY

The Policy for hosting International Sport Events (Hosting Policy) is a key instrument in the federal governments's overall approach to sport development in Canada. It is designed to work with other government initiatives essential to the vitality of the sport system. Together, these efforts are intended to maximize sport-related benefits as well as those linked to other government priorities.

The Hosting Policy addresses two significant issues. First, the number of events on the hosting calendar continues to increase each year. At the same time, the costs associated with hosting and the period of bidding, planning and preparation leading up to staging an event are increasing. A hosting policy is needed to ensure that the federal government invests in only those events which reap significant sport, economic, social and cultural benefits.

The Federal government has historically provided a significant portion of the funding for the staging of events and has often been the primary funder of the associated legacy, particularly for major games. The financial funding model of the Hosting Policy will ensure closer partnerships between governments, private sector and franchise holders for both the staging and legacies associated with an event.

### OBJECTIVES OF THE POLICY

The Hosting Policy is essentially a decision-making framework for determining federal involvement in the hosting of international sport events. The Policy clarifies the federal government's role in hosting and provides a transparent, decision-making tool for the government to assess proposals against strict criteria. The Policy links federal support to only those events which can bring significant net sport, economic, social and cultural benefits to Canadians.

### SCOPE OF THE POLICY

The Hosting Policy applies to the hosting of major games (e.g. Olympics, Pan-American Games), strategic focus events (e.g. North American Indigenous Games) and single-sport hosting (e.g. world championships, world cups). The Hosting Policy does not apply to the Canada Games which are governed by a federal/provincial agreement.

### TENETS OF THE POLICY

The federal government is interested in supporting the hosting of a reasonable number of international sport events, provided that a number of principles and conditions are met.

### PRINCIPLES

**Potential to accrue net benefits.** The federal government will only support those events that advance national policy objectives; accrue significant net sport economic, social and cultural benefits; and ensure significant legacies. The potential benefits will be identified through the completion of the Assessment Guide (Appendix I) by the franchise holder; and

**Fiscal reality.** Notwithstanding all assessment criteria being met, the federal government is not obligated to provide funding for an event. Financial support is dependent upon available funding and Cabinet approval (primarily for major games).

### CONDITIONS

**Proactive partnerships.** If federal funds are requested, franchise holders must seek federal support before any bid is made to the international franchise holder;

**Provision of legacies.** Franchise holders and host societies must invest directly in the associated sport programming legacies. Submissions must contain strategies to ensure continued sport programming and reasonable access to facilities for high

performance athletes in perpetuity. Economic, social and cultural legacies related to the provision of services and benefits to the community at large will also be considered.

**No deficit guarantees.** At no time will the federal government undertake to guarantee deficit funding of an event.

**Compliance with federal standards.** Federal standards pursuant to the “Official Languages Act” and “the Fair Communication Practices: Treasury Board Manual” must be followed. Host societies must comply with all environmental laws and, federal principles on sustainable development and, where required, conduct environmental assessments in accordance with the Canadian Environmental Assessment Act. They must also follow the Standard Operating Procedures in the Canadian Anti-Doping Program.

**Equitable financing.** The federal government will limit its contribution to a maximum of 35% of total event costs and will not exceed 50 per cent of the total public sector contribution to the event. Calculations for determining federal financial support will include direct, indirect, and essential services, as well as any contribution towards legacy. The federal government will not be the sole funder of the sport legacy.

**Demonstrable community support.** Proposals must indicate that there is sufficient community support for the event; and

**Sound management.** Organizers must demonstrate that they have the organizational ability and technical capacity to stage a successful event.

## APPLICATION PROCEDURES

Applications will only be considered from the following organizations:

- (1) Canadian Major Games franchise holders recognized by a sanctioning International Federation;
- (2) National Sport Organizations that meet the eligibility requirements of the Government of Canada’s Sport Funding and Accountability Framework or the Funding and Accountability Framework for Athletes with a Disability.

Groups seeking federal government financial support are asked to review the Assessment Guide contained in Appendix I. This guide provides a list of questions to guide groups in preparing their submissions for federal support. The questions contained in the Assessment Guide are based upon the Hosting Policy principles and conditions and should be addressed in all submissions.

Appendix II contains guidelines for conducting an economic evaluation of international sport events. By providing a standardized approach for determining the economic benefits and impacts of hosting an international sport event, the guidelines will help ensure the consistent and fair evaluation of applications for federal funding.

Application letters and background material should be sent to:

The Major Games Unit  
Sport Canada  
8th Floor, 15 Eddy  
Terrasses de la Chaudière  
Hull, Québec  
K1A 0M5

## REVIEW PROCEDURES

Following the receipt of submissions, Sport Canada will conduct an initial screening of each application. The steps in the evaluation process will differ according to the type, scope, cost and benefits associated with the event under consideration. In all cases, Sport Canada will be responsible for the initial assessment of submissions. Applications for major games proposals will then be assessed through a broad inter-departmental process. The extent of support will range according to the submission, type of event and available resources.

Applications for events with a strategic focus will generally be assessed through a more limited inter-departmental process. Single-sport applications will be reviewed by the Department of Canadian Heritage. The extent of support will vary according to the submission, type of event and available funds.

For further information, please contact the Major Games Unit, Sport Canada, Telephone: (819) 956-8130.

## APPENDIX I

### ASSESSMENT GUIDE

The following list of questions will assist organizations and bid groups in the preparation of their proposals for federal support for the hosting of international sport events.

#### I. General

All bidding groups are requested, as part of their proposal, to provide a detailed budget outlining anticipated expenditures and revenues from all sources.

#### II. Sport Development

Sport development includes activities required for the staging of the event and those that will provide a post-event legacy. The involvement of other partners/agencies in the funding and programming of the legacy is a key consideration.

##### a) General

- 1) How will hosting of the event enhance the development of sport in Canada?
- 2) Outline the activities that will be undertaken to ensure that adequate doping control procedures are in place during the event.

##### b) Officials Preparation

Outline plans, budget and funding sources for pre-event recruitment and training of officials, and post-event plans to maintain their involvement.

##### c) Volunteer Preparation

Outline plans, budget and funding sources for the recruitment and training of the required number of volunteers to host the event and participate in post-event legacy programs.

##### d) Pre-Event Test Events

Outline plans and budget for staging test events for athletes, coaches, officials and volunteers.

##### e) Legacy

- 1) Facility Access: Identify a strategy, including partners, to ensure reasonable access to facilities (preferred times and rates) for high performance athletes, in perpetuity.
- 2) Athlete Preparation: Identify a strategy, including partners, to maximize the sport programming and service benefits to high performance athletes, in perpetuity.
- 3) Coaching Education and Employment: Identify a strategy, including partners, to develop an ongoing program for the education, training and employment of high performance coaches, in perpetuity.
- 4) Sport Medicine/Science Program: Identify a strategy, and partners, to provide sport/medicine/science expertise and programming for high performance athletes, in perpetuity.

#### III. Economic Benefits and Impacts

Economic benefits, usually examined in cost-benefit studies, are an indication of whether there will be a positive return on the investment. Economic impact studies attempt to demonstrate how spending related to the event (e.g. by visitors) circulates through the economy. The federal government is interested in both types of studies, but the two should not be confused and the results should be combined.

Appendix II "Guidelines for Completing Economic Evaluations," will assist organizations and bid groups to understand the requirements for and how to conduct cost-benefit analysis and economic impact assessments.

#### IV. Social Benefits

The federal government has set objectives and adopted policies and legislation which aim to give full substance and reality to social and human values. The degree to which an event attains, complies and supports these objectives is an important factor in determining federal support.

##### a) Canadian Identity and Citizenship

Specify how the event will foster mutual understanding and consensus among Canadians and demonstrate the advantages and benefits of Canadian life and society.

##### b) Youth Involvement

Specify the measures that will be taken to encourage youth participation in planning and staging the event.

##### c) Gender Equity

Provide a policy and plan demonstrating an appropriate gender balance for all areas related to the event.

##### d) Voluntarism

Describe the plans to recruit volunteers, including selection procedures, training program, number of volunteers required and their function in staging the games and games legacy.

##### e) Official Languages

Indicate what services will be available in the official languages. Will other languages be used?

##### f) Employment Equity

Provide an employment equity plan outlining policies related to the hiring of women, visible minorities, people with disabilities and Aboriginal people (specify targets), and the policies designed to encourage greater participation by these groups.

##### g) Multiculturalism

Outline the activities that will increase awareness and appreciation of Canada as a racially and culturally diverse country.

*h) Aboriginal People*

Outline the activities that will increase awareness and appreciation of the important historical, social and cultural contributions of Canada's Aboriginal peoples.

*i) Persons with Disabilities*

Outline plans to facilitate full access of disabled persons to every site. Indicate also the degree to which athletes with disabilities will play a fully integrated role in the event.

*j) Fitness*

Outline plans and/or programs designed to improve the general level of fitness of the population, to provide opportunities for broad-based participation in physical activity, and to contribute to the development of safe, active and healthy communities.

*k) Public Support*

Indicate the level of public support for the event (an independent scientific survey and/or results of public consultations).

*l) Environmental Assessment*

An independent scientific environmental assessment, including potential ecological, physical and social impacts, is generally required. Depending on the type of event, public hearings must be held to allow the community to express its views.

**V. Cultural Benefits**

There are four primary areas of emphasis that the federal government wishes to consider in the assessment of cultural (as distinct from social) benefits of hosting international sport events. These include:

- the level of adherence to federally set standards for communication;
- the level of inclusiveness of linguistic and cultural aspects of the event;
- the level of inclusiveness in arts and heritage activities; and
- the level to which the potential for exposure to Canadian culture is exploited.

*a) Standards for Communications*

- 1) Describe the use of the official languages. (Note: federal standards pursuant to the Official Languages Act must be followed).
- 2) Describe the depiction of women, visible minorities, persons with disabilities and Aboriginal peoples in communication materials used before, during and after the event. (For guidelines please contact Sport Canada.)

*b) Linguistic and Cultural Aspects*

- 1) According to the most recent census data, what is the population breakdown of the city and environs for linguistic minorities, Aboriginal peoples, gender and ethnocultural minorities?
- 2) What will be the participation of these groups in the organization, staging and post-event activities?

*c) Arts and Heritage Activities*

- 1) Describe plans for inclusion and participation of individuals from the various cultural organization and implementation of activities before, during and after the event.

*d) Exposure of Canadian Culture*

- 1) What is the potential for the exposure of Canadian culture to tourists and media before, during and after the event?
- 2) What specific activities are planned to capitalize on this potential tourism and media exposure before, during and after the event?
- 3) What type of co-operation and co-ordination will be arranged between stakeholders in the cultural, tourism and media sectors?

## APPENDIX II

### GUIDELINES FOR COMPLETING ECONOMIC EVALUATIONS – ECONOMIC BENEFITS

#### I. Introduction

Economic benefits are the measurement, in economic terms, of well-being resulting from an activity. Economic benefits are usually estimated using a cost-benefit analysis, which compares the costs of the activity directly to the benefits produced by it. Non-quantifiable benefits are also considered when the measurable benefits (e.g. direct revenues) are not sufficient, by themselves, to justify the costs of the event. The non-quantifiable benefits may be enough, in the subjective judgement of decision-makers, to tip the balance in favour of bearing the costs.

The federal government requires a cost-benefit analysis to judge whether the financial support requested is justified in terms of the benefits which will accrue to Canada as a result.

#### II. Overview of Cost-Benefit Analysis

A cost-benefit analysis examines all the costs which must be borne to host an event. This means those costs specified in the detailed budget outlining anticipated expenditures, as called for by the Policy, and the hidden or indirect costs (e.g. infrastructure that must be built by the local community).

It also examines all the benefits, quantifiable or not, derived from the event. This includes the direct benefits that will accrue to organizers (e.g., revenues from admission, television rights, corporate sponsorships, concession fees, licencing fees, etc., details of which are also required by the Policy), as well as the sport development, social and cultural benefits.

The cost-benefit analysis ends with a comparison of the cost to the benefits, which enables decision-makers to determine an appropriate level of subsidy.

#### III. Major Steps in a Cost-Benefit Analysis

##### *a) Identify and measure all the costs which must be undertaken to host the event*

This step ensures that all costs are considered. Any costs that are going to be written off against the projected revenues should be included, as well as any indirect costs borne by third parties (e.g. municipalities) which constitute hidden parties (e.g., municipalities) which constitute hidden subsidies. Costs to be considered can include:

- 1) development, presentation and promotion of the proposal
- 2) planning the event
- 3) operation of the event
- 4) investment in direct infrastructure (e.g., facilities for the games) and indirect infrastructure (e.g., roadways, increased sewage facilities). Costs for related private investments (e.g. hotels) should not be included, since those costs are not being written off against projected event revenues, but rather will be written off against revenues of their own.
- 5) post-event cost (e.g., to readapt facilities, to dismantle facilities)

Costs may be reduced by the net value of capital assets which will remain in use after the event. This residual value should not simply be the nominal or book value used for accounting purposes, but should reflect the true utility or market value of the assets.

##### *b) Identify the sources and amounts of funding*

This step determines how the benefits should be attributed to the various sources of funding, or contributors. The basic categories of funders include private investors, corporate sponsors and different levels of government, including those which provide infrastructure development or “in-kind” contributions.

##### *c) Identify, document, and measure (to the extent possible) the benefits*

This step ensures that all relevant benefits are taken into account.

###### *1) Direct Benefits*

The first benefit to be taken into account is direct revenue from admissions, television rights, corporate sponsorships, concession fees, licencing logos and use of names, etc. This revenue will help defray costs and will reduce the need for subsidies from government. A comparison of direct revenue and costs will show clearly the shortfall that must be offset with subsidies and other benefits.

Direct revenue from admissions is estimated from visitor projections (see Overview of Economic Impact Assessment, Step Three). Other direct revenues will be estimated based on expectations from negotiations between the bid group and the various sources of revenue (e.g., television networks, corporate sponsors, private entrepreneurs).

## ***2) Sport, Social and Cultural Benefits***

Sport, social and cultural benefits are described in the Assessment Guide, which requires bid groups to describe the activities that will produce such benefits. This cost-benefit analysis further requires that the bid group demonstrate the effect of their activities and the amount of benefit arising from them.

For easier comparison to costs, these benefits should be measured, where possible, in dollar terms. Where this is not possible, measures such as the target population, the number of recipients, or the duration of the benefit can be used to give some idea of the extent of the benefit.

### ***Identifying Net Benefits from Tourism and Taxes***

Increased economic activity stimulated by the games generates net increases in tourism spending that would not otherwise have occurred and, thus, net increases in taxes. This net increase in taxes may be claimed as a benefit to the federal government, if the distinction is made between the spending (and resultant taxes) made by local residents in the normal course of events and new spending by visitors who would have spent their money outside Canada, if not for the event. (See Economic Impact, Steps Three and Five).

### ***Warning: Economic Impacts are Not Benefits***

Increased jobs and economic activity resulting from spending done to host an event constitute an economic impact but, for purposes of the cost-benefit analysis, are not considered a benefit. This type of economic impact may benefit the local community or region which, without the event, would not have had such a level of jobs or economic activity but with respect to the whole Canadian economy, it is only a redistribution

of spending from some other part of Canada. An equivalent expenditure anywhere in the economy would also have had the effect of increasing jobs and economic activity (see Economic Impact Assessment, Introduction). However, benefits associated with the increase in economic activity or jobs, such as the reduction of regional disparity. Or the creation of opportunities to gain experience for the unemployed in a region of chronic unemployment, can be cited in the cost-benefit analysis (see Economic Impact Assessment, Step Five).

### ***Attributing Tax Increases to Subsidy Givers***

When estimating the net amount of taxes to be gained because of net new spending, it is important to recognize that not all increases to federal taxes are attributable to federal government spending. Private investment and subsidies by other levels of government are also responsible for increases spending which helps fill federal coffers. It is important to attribute to the federal subsidy only those tax revenues that it genuinely generated.

### ***d) Compare the costs and benefits***

This step summarizes the costs and benefits described above so that the benefits can be easily compared to the costs being borne by each contributor, and so that the federal government can know what benefits Canadians are receiving in return for its subsidy.

The benefits of an event will be produced by combined efforts of many contributors. It is important to attribute the amount of benefit to the contributors in proportion to their level of contribution to the total cost.



## Federal Government Policy on Tobacco Sponsorship

FEDERAL GOVERNMENT POLICY – ON TOBACCO SPONSORSHIP OF NATIONAL SPORT ORGANIZATIONS  
MARCH 1985

### **Principles**

Corporate sponsorship of national sporting events and programs through national sport organizations is an important component of the funding structure of amateur sport throughout Canada. The federal government has continuously supported and encouraged national sport organizations in their efforts to secure such sponsorship.

As a general principle, national sport organizations retain the responsibility for obtaining, controlling and managing sponsorships for their sport. At the same time, they accept the responsibility for protecting the integrity of their own sport and amateur sport generally, when accepting corporate sponsorships. The nature of the sponsor and the sponsor's product should be consistent with the overall objectives of amateur sport.

In acknowledging the traditional independence of the national sport organizations, one must also be mindful that the responsibility for the development and funding of national amateur sport in Canada is a joint undertaking involving national sport organizations, the corporate sector and the federal government. The federal government, as a major funding partner, on behalf of the Canada public, cannot participate with a national sport organization and a corporate sponsor which in any way jeopardizes the image of sport or is contrary to the objectives of the federal government for fitness and amateur sport.

With respect to the sponsorship of sport by the tobacco industry, the federal government takes the position that the sponsorship of amateur sport should not be used as a vehicle for promoting a product which is a major health risk for Canadian youth and the population in general.

### **The Policy**

In light of the conclusive evidence identifying smoking as a major health hazard with no redeeming health aspect, the federal government has developed a policy designed to discourage, in the strongest possible terms, the sponsorship of amateur sport by the tobacco industry.

Therefore, effective immediately, all national amateur sport bodies funded in part by the federal government will be required to desist from associating in any new or renewed sponsorship arrangements with the tobacco products industry. The federal government will withhold all funds from national amateur sport organizations associating in any sponsorship, promotional or other financial support arrangements (e.g. advertising) with the tobacco products industry for events or programs predominantly involving amateur athletes.

Where a sponsorship contract currently exists between a national sport organization and a tobacco company, the contract will be allowed to continue until its existing maturity date. The federal government will however, withhold all funds from any sport organization choosing to renew, extend or otherwise continue the contract after the existing maturity date.

### **Conclusion**

It is not the intent of the federal government to place further restrictions on corporate sponsorship within national sport organizations. Rather, it is the intent to encourage such sponsorship for the mutual best interests of all concerned.

## Canada's Investment Requirements

1. OCOG agrees to comply with the following investment requirements:

- (a) adhere to investment policies, standards and procedures that a prudent person would exercise in making investment decisions regarding property belonging to others;
- (b) ensure that any amounts that has not been spent or committed in accordance with the terms and conditions of this Agreement will be invested in accordance with the above principle and in accordance with the Canada's reference investment policy guidelines;
- (c) establish investment policies and financial risk management guidelines of the OCOG and periodically review them. These guidelines and policies will be in accordance with the Canada's reference investment policy guidelines. They will specify permitted transactions, risk limitations for all market and credit risks faced by the OCOG and levels of authority of officials who can commit the OCOG to different types of transactions. Furthermore, the guidelines and policies will provide mechanisms to ensure that the Board of Directors is regularly made aware of any significant financial risks facing the OCOG, including the consequences of potential losses of investments;
- (d) ensure that proper external custodial arrangements are established, and without limiting the generality of the foregoing, the OCOG will hold any assets comprising Canada's Contribution in a separate account or accounts, at one or more financial institutions in Canada. This or these accounts will be segregated from the general assets of the OCOG and from all other properties in respect of which the OCOG acts as bailee, agent, custodian, trustee or in a similar capacity;
- (e) retain an external professional investment advisor or portfolio manager, to provide investment advice to the OCOG; and,
- (f) invest the monies in eligible securities denominated in Canadian dollars. Eligible Securities are defined as banker's acceptances, bank certificates of deposit, commercial paper, bonds and notes issued by the federal government, provincial governments, municipal governments and corporations, deposits at a deposit taking institution, the commercial paper or short-term securities, asset-backed securities, and collateralized mortgage obligations. An eligible security must have a credit rating from two recognized credit rating agencies, one of which must be Moody's or Standard & Poors (S&P/CBRS). The monies may not be invested in securities rated below AA (S&P/CBRS) or its equivalent, shares, warrants, or other equities, convertible debt securities, derivatives, swaps, options or futures.

## Vancouver's Candidacy for the 2010 Olympic and Paralympic Winter Games

### PART ONE

WHEREAS the Government of Canada (Canada) regards the hosting of the XXI Olympic Winter Games and the X Paralympic Winter Games (Games) in Canada as an event of national significance and wishes to ensure that, should the Games be held in Vancouver and Whistler, they will be a matter of pride to all Canadians and a credit to Canada abroad;

WHEREAS Canada is committed to assist the Province of British Columbia, (Province), the City of Vancouver, (City), the Resort Municipality of Whistler (Whistler), the Canadian Olympic Committee (COC), the Canadian Paralympic Committee (CPC) and the Vancouver 2010 Bid Corporation (Bid Corp) in their international Bid for these Games and has authorized the Minister of Canadian Heritage to provide leadership in representing Canada;

WHEREAS the International Olympic Committee (IOC), as a condition of bidding for the Games requires the City and the COC to sign an undertaking agreeing, inter alia, that: the City and the COC recognize and declare that they are aware of the Host City Contract (Contract) which shall be executed with the IOC if the City is selected for organizing the Games and are prepared to sign the Contract without amendment;

WHEREAS the Olympic Charter (Charter) requires the City and the COC to provide certain Covenants, and the City and the COC have requested Canada to provide undertakings and protections relating to matters which are within the jurisdiction and purview of Canada, either solely or jointly with other Games parties;

WHEREAS Canada in providing this Covenant does so without prejudice or limitation to its consideration of, position or actions on all other matters relating to the Games;

WHEREAS should Vancouver be chosen by the IOC at its 115<sup>th</sup> Session in Prague, Czech Republic on July 2, 2003 to host the Games, it is understood that:

- (i) Canada has entered into a Multi-Party Agreement with the Games Parties to further define the:
  - (a) support to be provided by Canada, and its objectives and priorities in areas of national interest, such as: environmental protection, Official Languages, cultural programs, sport development and Olympic and Paralympic legacies;
  - (b) roles and responsibilities of the Games Parties and the conditions and obligations associated with Canada's support;
- (ii) the City and the COC will incorporate an Organizing Committee for the Olympic Games (OCOG) to plan, organize, finance and stage the Games (separate and distinct from Bid Corp), and in this regard:
  - (a) Canada's representation on the OCOG Board of Directors will be at least equal to the representation of the Province or the City's, whichever is greater; and
  - (b) Canada will assist the OCOG in the planning, organizing, financing and staging of the Games;
- (iii) the laws and sovereignty of Canada shall prevail on all matters related to the conduct of the Games in Canada.



## PART TWO

THEREFORE, IN CONSIDERATION OF THE FOREGOING, CANADA, AGREES TO:

**Support:** support the OCOG, the City, the COC and CPC and other Games parties in hosting the 2010 Olympic and Paralympic Winter Games; (Guarantee 18.1)

**Respect the Olympic Charter and Host City Contract:** cooperate with the OCOG, the City, the COC and CPC, the IOC and other Games parties in respecting the provisions of the Charter and in ensuring the obligations and objectives of the Contract are fulfilled; (Guarantee 18.3)

**Freedom to perform Olympic Function:** facilitate the entry to Canada of all accredited Olympic and Paralympic Family members, as well as persons legitimately required to work on the organization or operations of the Games, in possession of the required travel documentation, it being agreed and understood that the laws and sovereignty of Canada shall prevail at all times, including the national security provisions of the *Immigration and Refugee Protection Act*; (Guarantee 18.7)

**Import, use and export of Goods:** to cooperate with the OCOG, the City, the COC and CPC, the IOC and IPC and other Games parties concerning the importation of goods required by the IOC, the IPC, delegations of participating National Olympic Committees and National Paralympic Committees, International Federations, as well as accredited media, sponsors and suppliers to carry out their obligations regarding the celebration of the Games. This has long been the practice for international athletic events. Consistent with this practice, relief would be provided from customs duties, excises taxes and GST on goods imported into Canada such as personal effects, gifts, awards, display goods and equipment; (Guarantee 18.8)

**Financial Guarantees:** subject to the provisions of the Multi-Party Agreement:

- (i) contribute amounts equal to the Province of British Columbia; \$255 million toward the Non-OCOG budget for the capital costs of sport and event venues (which would include partial funding toward the Athletes' Villages and International

Broadcast Centre) for the Games, and \$55 million toward a separate legacy endowment fund to support the ongoing operation of key sport venues; (Guarantee 18.10 and 18.23)

- (ii) provide all essential federal services which arise out of Canada's legislative obligations and prerogatives and which shall be provided by Canada at no cost to the OCOG in accordance with the Charter; (Guarantee 18.10)

**Coin Program:** cooperate with the OCOG, the City, the COC and CPC, and the IOC on matters relating to an Olympic Coin Program which may be developed in Canada for the purpose of celebrating the Games; (Guarantee 18.15)

**No other Meetings:** not plan hosting any other important national or international meetings in Vancouver, Whistler or the lower mainland of British Columbia during the period of the Games, or for one week immediately before or after; (Guarantee 18.17)

**Peaceful holding of the Games:** the Royal Canadian Mounted Police providing: (1) the lead in forming an integrated police planning group, (2) appropriate federal security measures which in the opinion of Canada are necessary, and (3) to cooperate with the OCOG, the City, the COC and CPC, the IOC and other Games parties on non-federal security matters; (Guarantee 18.27)

AND WARRANTS THAT:

**Legal Measures to protect Olympic Marks:** the necessary legal measures are available in Canada to protect the Olympic symbol, the emblems, logos, marks and many other Olympic-related marks and designations through the Canadian *Trade-marks Act*. Registered trade-marks are well protected in Canada; (Guarantee 18.6)

**Compliance with Environmental Protection Legislation:** all work necessary for the organization of the Games will be expected to fully comply with federal legislation (including legislation that implements international treaties) regarding



planning, construction and protection of the environment. These include the *Canadian Environmental Protection Act*, the *Fisheries Act*, and the *Canadian Environmental Assessment Act*; (Guarantee 18.9)

**Financial Guarantees:** the IOC would qualify for an exemption from federal income tax, in which case the Goods and Services Tax (GST) paid by the IOC in its commercial activities would be fully recoverable through input tax credits;

**Legislation concerning Ambush Marketing:** with respect to “ambush marketing” it is not a practice specifically addressed in the Competition Act, which is the federal law of general application governing business conduct in Canada. However, an issue could be raised under the misleading representations and deceptive marketing practices provisions of the *Competition Act* if

a person, while engaging in “ambush marketing,” makes materially false or misleading representations to the public. The Act provides for two adjudicative regimes (criminal and civil) to address materially false or misleading representations; (Guarantee 18.13)

**Allocation of Radio Frequencies:** is prepared to offer support to Olympic organizers through the licencing of additional radio spectrum to meet any requirements where the services of commercial operator are not readily available, and is ready to investigate and resolve any cases of radio interference on a timely basis; (Guarantee 18.32)

**No Fee charged:** there will be no radio licence or radio interference service fees charged to the Organizing Committee for the Olympic Games during the period of the Olympic Games. (Guarantee 18.33)

### PART THREE

Canada is a rich and diverse nation whose citizens treasure the same values and principles that underlie the Olympic ideal. Ours is a peaceful society that preserves human dignity and advances the human condition in harmony with the global community and the natural environment in which we live.

The Government of Canada is strongly committed to Canada’s Bid to host the Games. Prime Minister Jean Chrétien, publicly announced the Government of Canada’s support for the Vancouver and Whistler Bid on November 8, 2001.

We believe that Vancouver and Whistler are ideal locations for these important international sporting events. Further, we believe that hosting the XXI Olympic Winter Games and the X Paralympic Winter Games in Canada will contribute significantly to the legacy of the worldwide Olympic and Paralympic Movements. We will capitalize on the catalytic energy of the Games and advance the global agenda on the three pillars of the Olympic Movement: sport, culture and the environment.

If we are successful on July 2, 2003, Canadians can look forward to seven years of unprecedented excitement. This period will culminate in a successful Games experience for the world’s finest athletes and unforgettable memories for millions

of spectators around the world.

The Games will leave a lasting legacy for athletes and coaches through new sport facilities and significant improvements to existing ones. As importantly, the Government of Canada will work cooperatively with Games stakeholders to pursue vital sport, culture and other social and economic priorities that will enhance the quality of life for many Canadians.

For Canadians, hosting the 2010 Olympic and Paralympic Winter Games is about encouraging active participation and promoting excellence. Further, it is about creating opportunities for the world’s greatest athletes to reach their full potential.

For the Government of Canada:

[Original signed by: Sheila Copps]

---

**Honourable Sheila Copps, P.C., M.P.**

Minister of Canadian Heritage

[November 14, 2002]

---

Date



## COVENANT OF THE PROVINCE

Province of British Columbia Covenant to Vancouver,  
Candidate City for the 2010 Olympic and Paralympic Games**WHEREAS:**

- A. Her Majesty the Queen in right of the Province of British Columbia (the "Province") is committed to the bid by the City of Vancouver ("Vancouver") to organize and host the 2010 Olympic Winter Games and Paralympic Winter Games (the "2010 Games") in accordance with the conditions set out by the International Olympic Committee (the "IOC") in its Olympic Charter and in its Manual For Candidate Cities for the XXI Olympic Winter Games 2010 (the "Manual for Candidate Cities");
- B. Part II of the Manual for Candidate Cities requires Vancouver to submit its Candidature File containing responses to questions addressing 18 Themes set out in the IOC's Questionnaire, including various statements of support, covenants and guarantees from the Province, to be effective should the IOC select Vancouver to be the host city for the 2010 Games; and
- C. Should the IOC select Vancouver to be the host city for the 2010 Games, Vancouver will be required to immediately sign an agreement (the "Host City Contract") with the IOC and the Canadian Olympic Committee (the "COC"), specifying in detail the obligations incumbent upon Vancouver as the city chosen to organize the 2010 Games.

**Now Therefore,** in consideration of the foregoing, the Province states the following:

**With respect to Theme 1, Question 1.2 of the Vancouver Candidature File:**

1. The Province has expressed its commitment to Vancouver's bid for the 2010 Games on various occasions since the commencement of the bid. The most recent and comprehensive statement of commitment is set out in the Multiparty Agreement for the 2010 Winter Olympic Games and Paralympic Games ("Multiparty Agreement"), annexed to the Vancouver Candidature File.

**With respect to Theme 2, Question 2.1.2 of the Vancouver Candidature File:**

2. The Honourable Gordon Campbell, Premier of the Province of British Columbia and the Honourable George Abbott, Minister of Community, Aboriginal and Women's Services, confirm that, subject to Canadian law, Her Majesty the Queen in right of the Province of British Columbia guarantees the respect of the Olympic Charter and the Host City Contract; understands that all representations, warranties and covenants contained in the Vancouver bid documents, as well as all other commitments made, either in writing or orally, by either Vancouver (or authorized by Vancouver to be made on its behalf by the Vancouver 2010 Bid Corporation ("Bid Corporation")) or the COC to the IOC as part of the process of Vancouver's bid for the 2010 Games, shall be binding on Vancouver; and guarantees that it will take those measures necessary in order that Vancouver may fulfill its obligations.

**With respect to Theme 4, Question 4.6 of the Vancouver Candidature File:**

3. The Province states that provincial regulations and Acts in force regarding planning, construction and protection of the environment will apply to the organization of the 2010 Games. In addition, as set out in the Multiparty Agreement, the Vancouver Organizing Committee of the Olympic Games ("OCOG") will be required to agree to comply with all applicable federal, provincial and local laws, regulations and bylaws.

**With respect to Theme 5, Question 5.1 of the Vancouver Candidature File:**

4. The Province will:
  - (a) guarantee the potential financial shortfall of the OCOG, subject to guarantee agreement(s) to be executed between the Province and the OCOG;

- (b) provide those government-related services that would ordinarily be provided by the Province, as services that fall within its jurisdiction (e.g., health care), subject to any other agreements specifying otherwise;
- (c) make available to the OCOG all 2010 Games venues described in the Vancouver Candidature File which are owned and controlled by the Province, or by agencies of the Crown, at no cost or at a rental cost to be pre-approved by the IOC; and
- (d) contribute CDN\$255 million for the capital costs of constructing certain new or enhancing certain existing 2010 Games-related venues and a further CDN\$55 million for an endowment legacy fund to support the operating costs of certain of those new or enhanced 2010 Games venues following the 2010 Games.

**With respect to Theme 6, Question 6.2.1 of the Vancouver Candidature File:**

5. The Province states that:

- (a) legislation is in force that provides mechanisms, including the ability to prescribe regulations, for the purpose of reducing ambush marketing, including
  - (i) the *Land Act* to control the use of Crown land within the vicinity of the 2010 Games venues,
  - (ii) the *Highway Act* and the *Motor Vehicle Act* to control the use of highways under the jurisdiction of the Province, and
  - (iii) the *Trade Practice Act* to control commercial representations which generate a false association with the 2010 Games; and
- (b) additional legislation to reduce ambush marketing can be considered prior to December 31, 2007 if the Province concludes that the legal measures available to it today should be strengthened.

6. With respect to outdoor advertising spaces, the Province states its intention to:

- (a) provide a binding option to the Bid Corporation to acquire, at market rates, any outdoor advertising space available on Crown land not leased or otherwise licensed to other parties as of January 1, 2003 in Vancouver, in Whistler, in the vicinity of the 2010 Games venues in the Callaghan Valley and in the vicinity of the 2010 Games venues at Cypress Mountain (collectively, the "Games Areas") and adjacent to Highway

#1 through New Westminster, Burnaby, Vancouver, North Vancouver and West Vancouver and Highway 99 (the Sea to Sky Highway) from Horseshoe Bay to Pemberton, for the duration of the "2010 Games Advertising Period" (January 5, 2010 to March 16, 2010); and

- (b) agree, with respect to any Crown land in the Games Areas which is newly leased or licensed, or for which a lease or license is renewed, to include a provision in such lease or license requiring that a binding option on any outdoor advertising space be granted to the OCOG for the duration of the 2010 Games Advertising Period.

**With respect to Theme 7, Question 7.1.2 of the Vancouver Candidature File:**

- 7. The Province confirms that it has not and will not schedule any other important national or international meetings or events during the period from January 29 to March 21, 2010 in Vancouver, Whistler or adjacent communities which would interfere, compete or conflict with the successful hosting of the 2010 Games.

**With respect to Theme 8, Question 8.1 of the Vancouver Candidature File:**

- 8. The Province confirms that it will enter into agreements with the OCOG regarding Games-related venues that the Province owns and controls. These agreements will grant the OCOG control of all commercial rights (including in-stadium signage, catering and concessions signage and services, and venue naming rights) for the period of the 2010 Games, including the five days preceding the Opening Ceremony and the two days following the Closing Ceremony.

**With respect to Theme 8, Question 8.3 of the Vancouver Candidature File:**

- 9. The Province has agreed to contribute CDN\$255 million for the capital costs of constructing certain new and enhancing certain existing 2010 Games-related venues and a further CDN\$55 million for an endowment legacy fund to support the operating costs of certain of those new or enhanced 2010 Games venues following the 2010 Games.

**With respect to Theme 9, Question 9.11.3 of the Vancouver Candidature File:**

10. The Province:

- a) acknowledges that section 57 of the Host City Contract requires the 2010 Paralympic Winter Games to be organized by the OCOG; and
- b) states that in determining the potential financial shortfall of the OCOG referred to in the guarantee described in response to Theme 5, Question 5.1 the costs and revenues related to organizing and hosting the Paralympic Games will be included.

**With respect to Theme 10, Question 10.8 of the Vancouver Candidature File:**

11. The Province has agreed, together with the other parties to the Multiparty Agreement that, of the total CDN\$620 million contribution by the Province and the Government of Canada, CDN\$30 million will be applied to the construction of the Athletes' Village in Vancouver.

12. Regarding the agreement between the Bid Corporation and the Resort Municipality of Whistler with respect to the Athletes' Village in Whistler, the Province has agreed, together with the other parties to the Multiparty Agreement that, of the total CDN\$620 million contribution by the Province and the Government of Canada, CDN\$32.5 million will be applied to the development and construction of the Whistler Athletes' Village.

**With respect to Theme 11, Question 11.2.2 of the Vancouver Candidature File:**

13. The Province, having exclusive jurisdiction over matters related to health care in British Columbia, states that the plans for investment in health care facilities in British Columbia, as set out in response to Question 11.2.1, are practicable and compatible with the harmonious development of health care in British Columbia.

**With respect to Theme 12, Question 12.10 of the Vancouver Candidature File:**

14. The Province commits to assist, and share the costs with, the Government of Canada to provide for a safe and peaceful celebration of the 2010 Games.

---

SIGNED on behalf of Her Majesty the Queen in right of the Province of British Columbia by the Premier in the presence of:

---

*(witness) DM to Premier*

[original signed by: Ken Dobell]

---

Deputy Minister to the Premier

SIGNED on behalf of Her Majesty the Queen in right of the Province of British Columbia by the Minister of Community, Aboriginal and Women's Services in the presence of:

---

*(witness) DM of Community, Aboriginal and Women's Services*

[original signed by: Bob de Faye]

---

Deputy Minister of Community, Aboriginal and Women's Services



## COVENANT OF THE CITY OF VANCOUVER

## Vancouver's Candidacy for the 2010 Olympic and Paralympic Winter Games

**Whereas** the City of Vancouver was authorized by the Canadian Olympic Committee (the "COC") by agreement dated as of December 1, 1998 (the "Bid City Agreement") to present to the International Olympic Committee (the "IOC"), Canada's bid to host the 2010 Olympic Winter Games and Paralympic Winter Games (the "2010 Games");

**And Whereas** the City of Vancouver has, in the Bid City Agreement, agreed to indemnify the COC against any claim from, or liability to, a third party for all losses and expenses of whatever nature or kind which may be incurred in relation to the organization and staging of the 2010 Games;

**And Whereas** the City of Vancouver is committed to hosting the 2010 Games in accordance with the conditions set out by the IOC in its Olympic Charter and in its Manual For Candidate Cities for the XXI Olympic Winter Games 2010 (the "Manual for Candidate Cities");

**And Whereas** Part II of the Manual for Candidate Cities requires the City of Vancouver to submit its Candidature File containing responses to questions addressing 18 Themes set out in the IOC's Questionnaire, including various statements of support, covenants and guarantees from the City of Vancouver, to be effective should the IOC select the City of Vancouver to be the host city for the 2010 Games;

**And Whereas** should the IOC select the City of Vancouver to be the host city for the 2010 Games, the City of Vancouver will be required to immediately sign an agreement (the "Host City Contract") with the IOC and the COC, specifying in detail the obligations incumbent upon the City of Vancouver as the city chosen to organize the 2010 Games;

**Now Therefore**, in consideration of the foregoing, the City of Vancouver hereby states the following:

**With respect to Theme 1, Question 1.2 of the City of Vancouver Candidature File:**

1. The City of Vancouver has expressed its commitment to the Bid for the 2010 Games on various occasions since the commencement of the Bid. The most recent and comprehensive statement of commitment by the City of Vancouver is contained in the Multiparty Agreement for the 2010 Games (the "Multiparty Agreement") dated as of November 14, 2002.

**With respect to Theme 2, Question 2.1.2 of the City of Vancouver Candidature File:**

2. The City of Vancouver declares and confirms that:
  - a) in the exercise of its lawful jurisdiction and subject to Canadian law, the City of Vancouver will respect the Olympic Charter and the Host City Contract;
  - b) the City of Vancouver understands it will be bound by and have obligations arising from all representations, warranties and covenants contained in the City of Vancouver Candidature File as well as all other commitments made, either in writing or orally, by the City of Vancouver itself or authorized by the City of Vancouver to be made on its behalf by the Bid Corporation or the COC to the IOC as part of the process of the City of Vancouver's bid for the 2010 Games; and
  - c) the City of Vancouver will, subject to Canadian law, fulfil the obligations referred to in (b) of this Question and obligations arising from the Olympic Charter and the Host City Contract.

**With respect to Theme 2, Question 2.2.1 of the City of Vancouver Candidature File:**

3. The City of Vancouver declares and confirms that:

- a) the Vancouver 2010 Bid Corporation is authorized by the City of Vancouver to present to the IOC Vancouver's bid to host the 2010 Games and is empowered to represent the City of Vancouver for that purpose; and
- b) Frances Connell, Director of Legal Services for the City of Vancouver has been authorized by the City of Vancouver to sign contracts and other documents, including the Undertaking referred to in Part III, Annex 3 of the Manual for Candidate Cities and the Host City Contract, on behalf of the City of Vancouver.

**With respect to Theme 4, Question 4.6 of the City of Vancouver Candidature File:**

4. The City of Vancouver declares and confirms that:

- a) all work necessary for the organization of the 2010 Games within Vancouver is required to comply with City of Vancouver bylaws and regulations; and
- b) agreements between the Bid Corporation and the City of Vancouver involving construction of new facilities or the renovation of existing facilities in Vancouver, each of which is included in the Guarantee File, include a commitment that such construction will comply with every applicable federal, provincial or municipal statute, law, bylaw, ordinance, rule, regulation, judgment, or order of any kind, including an environmental assessment to determine that such construction is unlikely to cause any significant adverse environmental effects, taking into account mitigation measures.

**With respect to Theme 5, Question 5.1 of the City of Vancouver Candidature File:**

5. The City of Vancouver has committed in the Multiparty Agreement to, among other things:

- a) at its cost, provide City services as more particularly defined and under conditions set out in the Multiparty Agreement, including fire and rescue services; street cleaning, snow and ice removal and maintenance; parking operations and

enforcement; garbage and recycling collection; traffic signal operation and maintenance; graffiti removal; water and sewer maintenance; street lighting, and by-law enforcement;

- b) at its cost, to provide a level of police services which will organize schedules to accommodate the maximum allowable deployment to the 2010 Games under the City of Vancouver's normal financial framework;
- c) at its cost, subject to the terms and conditions of the Vancouver Athletes' Village Agreement (included in the Guarantee File) and, subject to the contribution of \$30 million by the OCOG to the City of Vancouver, construct the permanent infrastructure and buildings comprising the Vancouver Athletes Village. The City of Vancouver will make the Vancouver Athletes Village site and the permanent buildings available to OCOG for the 2010 Games at no cost; and
- d) the City of Vancouver will make the Hillcrest/Nat Bailey curling facility, the Hastings Park figure skating and short track speed skating venue and training facility and the Killarney/Troutlake training facility available to OCOG at no cost during 2010 Games, on the conditions set out in the Hillcrest/Nat Bailey Curling Venue Agreement, the Hastings Park Venue Agreement (for figure skating and short track speed skating) and the Killarney/Troutlake Training Facility Agreement, each of which is included in the Guarantee File.

**With respect to Theme 6, Question 6.2.1(b) of the City of Vancouver Candidature File:**

6. The City of Vancouver declares and confirms that:

- a) the following by-laws are currently in force and would be effective in reducing Ambush Marketing:
  - i) the Street and Traffic Bylaw
  - ii) the Street Vending Bylaw; and
  - iii) the Sign Bylaw;
- b) the City of Vancouver has the authority, within its lawful jurisdiction, to enact additional by-laws prior to December 31, 2007 to further reduce and sanction Ambush Marketing should it conclude the legal measures already available must be strengthened to ensure the Olympic sponsor advertising rights are well protected; and

- c) the City of Vancouver is the owner of the streets located in Vancouver and has the rights and privileges of an owner as well as the regulatory authority of a municipal government.

**With respect to Theme 6, Question 6.2.2 of the City of Vancouver Candidature File:**

- 7. With respect to outdoor advertising spaces, the City of Vancouver states its intention to provide a binding option to the Bid Corporation to acquire any outdoor advertising space on billboards located on land owned by the City of Vancouver in the vicinity of the 2010 Games Venues for the duration of the 2010 Games advertising period (January 5, 2010 to March 16, 2010).

**With respect to Theme 7, Question 7.1.2 of the Vancouver Candidature File:**

- 8. The City of Vancouver confirms that it has not and will not organize any other important national or international meetings or events during the period from January 29 to March 21, 2010 in Vancouver which would interfere, compete or conflict with the successful hosting of the 2010 Games.

**With respect to Theme 8, Question 8.1 of the City of Vancouver Candidature File:**

- 9. The City of Vancouver confirms that it has entered into the following agreements regarding sport venues:
  - a) the Hillcrest/Nat Bailey Curling Venue Agreement;
  - b) the Hastings Park Venue Agreement; and
  - c) the Killarney/Troutlake Training Facility Agreement,

CITY OF VANCOUVER  
by:

[Original signed by: Francis J. Connell]

---

Director of Legal Services

the terms of which agreements grant to the OCOG control of all commercial rights (including signage, catering, concessions, services and venue naming rights) related to such competition and training venues for the period of the 2010 Games, including the five (5) days preceding the Opening Ceremony and the two (2) days following the Closing Ceremony.

**With respect to Theme 10, Question 10.7 of the City of Vancouver Candidature File:**

- 10. The City of Vancouver declares and confirms that the site chosen for construction of the Vancouver Athletes Village is in keeping with the City of Vancouver development plan and the standards to be met to obtaining planning permission.

**With respect to Theme 10, Question 10.8 of the City of Vancouver Candidature File:**

- 11. At its cost, subject to the terms and conditions of the Vancouver Athletes' Village Agreement (included in the Guarantee File), and subject to the contribution by the OCOG to the City of Vancouver of Thirty Million Dollars (\$30,000,000) (in 2002 dollars), the City of Vancouver confirms that it will construct the permanent infrastructure and facilities to be located on the Vancouver Athletes Village site.

**With respect to Theme 18, Question 18.28 of the City of Vancouver Candidature File:**

- 12. The City of Vancouver will, at its cost, provide a level of police services which will organize schedules to accommodate the maximum allowable deployment to the 2010 Games under the City of Vancouver's normal financial framework.

## COVENANT OF THE RESORT MUNICIPALITY OF WHISTLER

## Vancouver's Candidacy for the 2010 Olympic and Paralympic Winter Games

**Whereas** the City of Vancouver was authorized by the Canadian Olympic Committee (the "COC") by agreement dated as of December 1, 1998 (the "Bid City Agreement") to present to the International Olympic Committee (the "IOC"), Canada's bid to host the 2010 Olympic Winter Games and Paralympic Winter Games (the "2010 Games");

**Whereas** the Resort Municipality of Whistler ("Whistler") is prepared to participate in the bid by the City of Vancouver ("Vancouver") to organize and host the 2010 Games in accordance with the conditions set out by the IOC in its Olympic Charter and in its Manual For Candidate Cities for the XXI Olympic Winter Games 2010 (the "Manual for Candidate Cities");

**And Whereas** Whistler will be the site of various sport and event venues (collectively "Whistler Games Venues") for the 2010 Games;

**And Whereas** Part II of the Manual for Candidate Cities requires the City of Vancouver to submit its Candidature File containing responses to questions addressing 18 Themes set out in the IOC's Questionnaire, including various statements of support from Whistler as the site of the Whistler Games Venues, to be effective should the IOC select the City of Vancouver to be the host city for the 2010 Games;

**And Whereas** should the IOC select the City of Vancouver to be the host city for the 2010 Games, the City of Vancouver will be required to immediately sign an agreement (the "Host City Contract") with the IOC and the Canadian Olympic Committee (the "COC"), specifying in detail the obligations incumbent on the City of Vancouver as the city chosen to organize the 2010 Games;

**Now Therefore**, in consideration of the foregoing, the Resort Municipality of Whistler hereby states the following:

**With respect to Theme 1, Question 1.2 of the City of Vancouver Candidature File:**

1. Whistler has expressed its commitment to the Bid for the 2010 Games. The most recent and comprehensive statement

of commitment by Whistler is contained in the Multiparty Agreement for the 2010 Games dated for reference the 14th day of November, 2002 (the "Multiparty Agreement").

**With respect to Theme 2, Question 2.1.2 of the City of Vancouver Candidature File:**

2. Whistler declares and confirms that, in the exercise of its lawful jurisdiction and subject to Canadian law, Whistler will respect the Olympic Charter and the Host City Contract.

**With respect to Theme 4, Questions 4.6 of the City of Vancouver Candidature File:**

3. Whistler declares and confirms that:

- a) all work necessary for the organization of the 2010 Games within Whistler is required to comply with Whistler bylaws and regulations; and,
- b) agreements between the Bid Corporation and Whistler involving construction of new facilities or the renovation of existing facilities in Whistler, each of which is included in the Guarantee File, will include a commitment that such construction will comply with every applicable federal, provincial or municipal statute, law, bylaw, ordinance, rule, regulation, judgement, or order of any kind, including an environmental assessment to determine that such construction is unlikely to cause any significant adverse environmental effects, taking into account mitigation measures.

**With respect to Theme 5, Question 5.1 of the City of Vancouver Candidature File:**

4. Whistler has committed in the Multiparty Agreement to, among these things:

- a) at its cost, provide those services as more particularly defined and under the conditions set out in the Multiparty Agreement, including policing; fire and rescue services; village maintenance, banner program, snow and ice removal and maintenance; parking operations and enforcement;

garbage and recycling collection; traffic signal operation and maintenance; graffiti removal; water and sewer maintenance; street lighting; and by-law enforcement;

- b) subject to the contributions associated with the agreements for venue development and operation with the OCOG, at its cost, provide the venue facilities on the terms and conditions contained within those agreements, each of which is included in the Guarantee File; and
- c) forego the revenue lost by Whistler due to activities approved by Whistler and related to the Games including rent for Whistler-owned facilities (the lot one/nine Paralympic Sledge Hockey Venue, the Paralympic Curling Venue, Meadow Park Sports Centre and parking revenues for Whistler's parking lots and streets).

**With respect to Theme 6, Question 6.2.1(b), Whistler:**

- 5. Whistler declares and confirms that:
  - a) the following bylaws are currently in force and would be effective in reducing Ambush Marketing:
    - (i) the Street and Traffic Bylaw;
    - (ii) the Business Licence Bylaw;
    - (iii) the Business Regulation Bylaw;
    - (iv) the Parks Regulation Bylaw and
    - (v) the Sign Bylaw;
  - b) Whistler has the authority, within its lawful jurisdiction, to enact additional bylaws prior to December 31, 2007 to further reduce and sanction Ambush Marketing should it conclude the legal measures already available must be strengthened to ensure the Olympic sponsor advertising rights are well protected; and
  - c) Whistler is the owner of, and grantee of easements in respect of, the public plazas located in the Whistler Village of the streets located in Whistler and has real property interest rights and privileges as well as the regulatory authority of a municipal government.

RESORT MUNICIPALITY OF WHISTLER  
by:

[Original signed by: Hugh O'Reilly]

---

Mayor of the Resort Municipality of Whistler

**With respect to Theme 7, Question 7.1.2 of the City of Vancouver Candidature File:**

- 6. Whistler confirms that as a municipal corporation, it has not and will not schedule in Whistler any other important national or international meeting or event during the period from January 29 to March 21, 2010 which would interfere, compete or conflict with the successful celebration of the 2010 Games.

**With respect to Theme 8, Question 8.1 of the City of Vancouver Candidature File:**

- 7. Whistler confirms that it is entering into the following agreement with the Bid Corporation regarding sport venues:

Lot 1/9 Entertainment Centre/ Meadow Park Arena Venue Agreement

the terms of which agreement grant to the OCOG control of all commercial rights (including signage, catering, concessions, services and venue naming rights) related to such competition and training venues for the period of the 2010 Games, including the five (5) days preceding the Opening Ceremony and the two (2) days following the Closing Ceremony.

**With respect to Theme 10, Question 10.7:**

- 8. Whistler is amending its Official Community Plan to permit development of the Whistler Athletes Village.

**With respect to Theme 18, Question 18.28 of the City of Vancouver Candidature File:**

- 9. Whistler has agreed to provide a level of police services which will organize schedules to accommodate the maximum allowable deployment to the 2010 Games within its normal financial framework.

[Original signed by: Brenda Sims]

---

Municipal Clerk of the Resort Municipality of Whistler

## Officials

1. The OCOG agrees that it will provide appropriate accreditation to all persons identified by Canada as belonging to one of the following categories:
  - (a) the Queen and royal family members;
  - (b) the Governor General and a guest;
  - (c) the Prime Minister and a guest;
  - (d) the Minister of Canadian Heritage and a guest;
  - (e) the Government Regional Minister and a guest;
  - (f) the Secretary of State (Amateur Sport) and a guest;
  - (g) other Cabinet members and a guest;
  - (h) members of the Senate and House of Commons and a guest;
  - (i) a limited number of Federal Government officials; and
  - (j) a limited number of persons with an interest in amateur sport whom it is in the interest of Canada to invite to the Games.
  
2. The OCOG agrees that it will provide appropriate accreditation to all persons identified by the Province as belonging to one of the following categories:
  - (a) the Lieutenant Governor and a guest;
  - (b) the Premier and a guest;
  - (c) the Minister Responsible of Community, Aboriginal and Women's Services and a guest;
  - (d) Cabinet members and a guest;
  - (e) Members of the Legislative Assembly of British Columbia and a guest;
  - (f) a limited number of Provincial Government officials; and
  - (g) a limited number of persons with an interest in amateur sport whom it is in the interest of British Columbia to invite to the Games.
  
3. The OCOG agrees that it will provide appropriate accreditation to all persons identified by Vancouver as belonging to one of the following categories:
  - (a) the Mayor and a guest;
  - (b) members of Council and a guest;
  - (c) a limited number of Vancouver Government officials; and
  - (d) a limited number of persons with an interest in amateur sport whom it is in the interest of Vancouver to invite to the Games.
  
4. The OCOG agrees that it will provide appropriate accreditation to all persons identified by Whistler as belonging to one of the following categories:
  - (a) the Mayor and a guest;
  - (b) members of Council and a guest;
  - (c) a limited number of Whistler Government officials; and
  - (d) a limited number of persons with an interest in amateur sport whom it is in the interest of Whistler to invite to the Games.
  
5. The OCOG agrees that it will provide appropriate accreditation to all persons identified by each of the Local First Nations as belonging to one of the following categories:
  - (a) the Chief and a guest;
  - (b) members of the Local First Nations' Council and a guest;
  - (c) a limited number of Local First Nations officials; and
  - (d) a limited number of persons with an interest in amateur sport whom it is in the interest of the Local First Nations to invite to the Games.
  
6. The OCOG agrees that it will provide appropriate accreditation to all persons identified by COC.
  
7. The OCOG agrees that it will provide appropriate accreditation to all persons identified by the CPC.

**A N N E X J**

## Joinder Agreement

Reference is hereby made to the "Multiparty Agreement for the 2010 Winter Olympic and Paralympic Games" dated the \_\_\_\_ day of \_\_\_\_\_, 2002 among Her Majesty the Queen in Right of Canada, as represented by the Minister of Canadian Heritage, Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Community, Aboriginal and Women's Services, the City of Vancouver, the Resort Municipality of Whistler, the Canadian Olympic Committee, the Canadian Paralympic Committee, and the Vancouver 2010 Bid Corporation ("Agreement").

Reference is also hereby made to the "Bid City Agreement – XXI Olympic Winter Games" dated the 1st day of December, 1998 among the Canadian Olympic Committee (formerly named the Canadian Olympic Association), the Vancouver 2010 Bid Corporation ("Bid Corp", formerly named the Vancouver Whistler 2010 Bid Corporation) and the City of Vancouver ("Bid City Agreement").

The Organizing Committee of the Games ("OCOG") to be formed pursuant to section 2 of the Agreement in the event that the 2010 Winter Olympic and Paralympic Games ("Games") are awarded by the IOC to the COC and Vancouver hereby agrees that it constitutes the OCOG (as defined in the Agreement) for the purposes of the Agreement.

The OCOG agrees that all the terms and conditions of the Agreement relating to the Bid Corp and OCOG, and the Bid Corp's and the OCOG's rights, interests, obligations and liabilities provided for in the Agreement, shall be legally binding on the OCOG as if it were a party to the Agreement, and the OCOG hereby agrees to adhere to all such terms and conditions and to accept the assignment and assumption of all such rights, interests, obligations and liabilities provided for in the Agreement.

The OCOG further agrees that all the terms and conditions of the Bid City Agreement relating to the Bid Corp and the OCOG, and the Bid Corp's and the OCOG's rights, interests, obligations and liabilities provided for in the Bid City Agreement, shall be legally binding on the OCOG as if it were a party to the Bid City

Agreement, and the OCOG hereby agrees to adhere to all such terms and conditions and to accept the assignment and assumption of all such rights, interests, obligations and liabilities provided for in the Bid City Agreement.

For the purposes of section 46 of the Agreement, notices to the OCOG shall be sent to:

[address]

[fax number]

[email address]

[name of contact person]

or such other address or addresses as the OCOG may, from time to time, notify the other Parties in writing.

IN WITNESS WHEREOF, in consideration of the sum of One Dollar and other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by [insert full name of OCOG] and each Party), the Parties and the [insert full name of OCOG] have caused this Joinder Agreement to be executed and delivered in their names and on their behalf as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

[insert full name of OCOG]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[add execution blocks for all other Parties]

## A N N E X K

### Addresses

**For Canada:**

Vancouver Whistler 2010 Bid Secretariat  
Department of Canadian Heritage  
12 York Street, Suite 300  
Ottawa, Ontario K1A 0M5  
Fax: 613-998-7194  
Email: 2010@pch.gc.ca  
Attn: David M. Robinson, Executive Director

**For the Province:**

Olympic Bid Secretariat  
Ministry of Community, Aboriginal and Women's Services  
5th Flr, 1405 Douglas Street  
Victoria, B.C. V8W 9W1  
Fax: 250-387-9376  
Email: Brian.Dolsen@gems2.gov.bc.ca  
Attn: Brian Dolsen, Assistant Deputy Minister

**For Vancouver:**

City of Vancouver  
3rd Floor - 453 West 12th Avenue  
Vancouver, BC V5Y 1V4  
Fax: 604-873-7641  
Email: judy\_rogers@city.vancouver.bc.ca  
Attn: City Manager

*with a copy to:*

City of Vancouver  
3rd Floor - 453 West 12th Avenue  
Vancouver, BC V5Y 1V4  
Fax: 604-873-7445  
Email: francie\_connell@city.vancouver.bc.ca  
Attn: Director of Legal Services

**For Whistler:**

Resort Municipality of Whistler  
4325 Blackcomb Way  
Whistler, B.C. V0N 1B4  
Fax: 604-932-6636  
Email: bsims@whistler.ca  
Attn.: Brenda Sims, Municipal Clerk

**For the COC:**

Canadian Olympic Committee  
21 St. Clair Ave. East, Suite 900  
Toronto, Ontario M4T 1L9  
Fax: 416-967-4902  
Email: lragnin@coa.ca  
Attn: Executive Director, Operations

**For the CPC:**

Canadian Paralympic Committee  
#1400 – 85 Albert St.  
Ottawa, Ontario, K1P 6A4  
Fax: 613-569-2777  
Email: brian@paralympic.ca  
Attn: Brian MacPherson

**For the Bid Corp:**

Vancouver 2010 Bid Corporation  
500-375 Water Street  
Vancouver, B.C. V6B 5C6  
Fax: 604-683-2010  
Email: terry\_wright@winter2010.com  
Attn: Terry Wright, Vice President, Bid Development

*with a copy to:*

Vancouver 2010 Bid Corporation  
500-375 Water Street  
Vancouver, B.C. V6B 5C6  
Fax: 604-683-2010  
Email: dorothy\_byrne@winter2010.com  
Attn: Dorothy Byrne, General Counsel and Corporate Secretary



## ANNEX L

### Sport and Event Venues

1. The Parties acknowledge that Canada's and the Province's contributions to sport and event venues for the Games as set out in sections 17.1(a) and 18.1(a) of this Agreement, will be applied, subject to the written approval of Canada and the Province, towards the following sport and event venues:

Venue	Estimated Project Cost (\$ 000), net of owner's grants
<b>I. Vancouver Area Venues – Competition and Training</b>	
a) General Motors Place (Hockey)	5,000
b) UBC Winter Sports Centre (Hockey)	35,834
c) Hastings Park (Figure Skating, Short Track Speed Skating)	23,101
d) Hillcrest/Nat Bailey (Curling)	28,250
e) Simon Fraser University (Long Track Speed Skating Oval)	63,699
f) Cypress Mountain (Snow Board and Freestyle Skiing)	10,878
<b>II. Whistler Area Venues – Competition and Training</b>	
a) Whistler/Blackcomb (Alpine Site)	23,079
b) Whistler Nordic Centre	102,000
c) Whistler Sliding Centre (Bobsleigh, Luge, Skeleton)	55,000
d) Athletes Centre Legacy	13,000
<b>III. Vancouver Area Support Facilities</b>	
a) Vancouver Athletes Village	30,000
b) International Broadcast Centre	15,000
c) BC Place Stadium (Opening, Closing and Medal Ceremonies)	2,500
d) East Vancouver Training Centres (Figure Skating, Short Track Speed Skating):	
Killarney	2,500
Hastings Park	2,500
<b>IV. Whistler Area Support Facilities</b>	
a) Whistler Athletes Village	
Whistler Legacy	26,000
First Nations Legacy	6,500
b) Whistler Media Centre	3,000
c) Sledge Hockey Arena	20,000
d) Training Venues	2,159
<b>V. Olympic Regional Centres</b>	40,000
<b>TOTAL ESTIMATED PROJECT COSTS</b>	<b>510,000</b>

2. The Parties acknowledge that the sport and event venues set out in section 1 of this Annex L may change as the planning for the sport and event venues continues, and that changes to the list of sport and event venues in section 1 will require the approval of Canada and may require the approval of the Province.