



INTERNATIONAL
OLYMPIC
COMMITTEE

HOST CITY CONTRACT PRINCIPLES

GAMES OF THE XXXIII OLYMPIAD - CANDIDATURE PROCESS 2024 - SEPTEMBER 2015





Host City Contract 2024 - Principles

Games of the XXXIII Olympiad - Candidature Process 2024 - September 2015

NOTE: As the Olympic Agenda 2020 reforms continue to be implemented, an updated version of the Host City Contract 2024 - Principles, together with the Host City Contract – Operational Requirements will be published in the fourth quarter of 2016. This will also allow positive development from the Olympic Games Rio 2016 to be included.

Erratum

Page 3

*"[.]executed in Lima on the [] day of September 2015 **2017**"*

P. 22 - §24.3

"[.]The Host City, the Host NOC and the OCOG agree that, notwithstanding such programmes, the IOC has the right to introduce its own coin, banknote and stamp programmes, for its own account, and that the coins, banknotes and stamps ~~and medals~~ related to such IOC programmes may be sold in the Host Country on the same terms and conditions as in other countries."

Page 33 - §41

"Assignment by the Host City, the Host NOC ~~and~~/or the OCOG

The Host City, the Host NOC ~~and/or~~ the OCOG shall not assign any rights or obligations under this HCC or the Olympic Charter, in whole or in part, without the prior written approval of the IOC in each instance."



HOST CITY CONTRACT 2024 - PRINCIPLES

executed in Lima on the [] day of September 2015

BETWEEN

THE INTERNATIONAL OLYMPIC COMMITTEE

hereinafter represented by Thomas BACH and Ser Miang NG duly authorised for all purposes hereof (hereinafter the "**IOC**")

ON THE ONE HAND

AND

THE CITY OF _____

hereinafter represented by _____ and _____, duly authorised for all purposes hereof (hereinafter the "**Host City**") and

THE NATIONAL OLYMPIC COMMITTEE OF _____

hereinafter represented by _____ and _____, duly authorised for all purposes hereof (hereinafter the "**Host NOC**")

ON THE OTHER HAND



Table of Contents

PREAMBLE	7
I. GENERAL PRINCIPLES AND RESPONSIBILITIES OF THE PARTIES	9
1. THE HOST CITY CONTRACT	9
2. RIGHT AND RESPONSIBILITY TO ORGANISE THE GAMES	9
3. FORMATION OF THE OCOG AND ADHESION BY THE OCOG TO THIS HCC	9
4. JOINT AND SEVERAL RESPONSIBILITY OF THE HOST CITY, THE HOST NOC AND THE OCOG	10
5. CANDIDATURE COMMITMENTS AND OTHER COMMITMENTS MADE BY HOST COUNTRY AUTHORITIES.....	10
6. FINANCIAL RESPONSIBILITIES OF THE HOST CITY, THE HOST NOC AND THE OCOG	11
II. CONTRIBUTION OF THE IOC TO THE SUCCESS OF THE GAMES	12
7. GENERAL PRINCIPLES APPLICABLE TO THE CONTRIBUTION OF THE IOC TO THE SUCCESS OF THE GAMES	12
8. COMMERCIAL RIGHTS AND BENEFITS	12
9. CONTRIBUTION RELATED TO BROADCAST REVENUES	13
10. RIGHT TO RETAIN A SHARE OF THE SURPLUS RESULTING FROM THE CELEBRATION OF THE GAMES	13
11. SERVICES TO BE PROVIDED BY OBS	14
12. GENERAL ASSISTANCE AND TRANSFER OF KNOWLEDGE ACTIVITIES.....	14
III. GENERAL PRINCIPLES AND CORE REQUIREMENTS	15
13. RESPECT OF THE OLYMPIC CHARTER AND PROMOTION OF OLYMPISM	15
14. NO INCONSISTENT ACTIVITIES.....	15
15. SUSTAINABILITY AND OLYMPIC LEGACY.....	15
16. PROGRAMME OF THE GAMES	16
17. SECURITY	16
18. BETTING AND PREVENTION OF MANIPULATION OF COMPETITIONS	16
19. RIGHTS ON THE GAMES AND GAMES-RELATED PROPERTIES	16
20. ACCREDITED PERSONS' RIGHT TO CARRY OUT GAMES-RELATED ACTIVITIES IN THE HOST COUNTRY	18
21. ENTRY AND STAY OF PERSONNEL, ANIMALS AND SUPPLIES	18
22. TAXES	19
23. ADVERTISING AND OTHER COMMERCIAL ACTIVITIES AT KEY OLYMPIC VENUES	20
24. COMMERCIAL PROGRAMMES CONDUCTED IN RELATION TO THE GAMES	20
25. BROADCAST AND OTHER MEDIA COVERAGE OF THE GAMES	22
IV. COORDINATION WITH IOC	24
26. GAMES FOUNDATION PLAN, GAMES DELIVERY PLAN AND OTHER DOCUMENTS	24
27. COORDINATION COMMISSION	24
28. REPORTING TO THE IOC	25
29. GAMES INFORMATION AND KNOWLEDGE MANAGEMENT	25
30. CHANGE MANAGEMENT PROCESS.....	25
31. COOPERATION WITH IOC SUPPLIERS AND CONTRACTORS	26
32. USER DATABASES	26
V. KEY DELIVERABLES AND OPERATIONAL AREAS	27
33. FACILITIES, GOODS AND SERVICES DESCRIBED IN THE HCC OPERATIONAL REQUIREMENTS	27
VI. PARALYMPIC GAMES	29
34. ORGANISATION OF THE 2024 PARALYMPIC GAMES	29
VII. MISCELLANEOUS	30
35. VALIDITY OF AGREEMENTS	30



Host City Contract 2024 - Principles

Games of the XXXIII Olympiad - Candidature Process 2024 - September 2015

36.	MEASURES IN CASE OF NON-COMPLIANCE WITH THE HCC	30
37.	INDEMNIFICATION AND WAIVER OF CLAIMS	31
38.	TERMINATION	32
39.	CONFIDENTIALITY.....	33
40.	DELEGATION BY THE IOC	33
41.	ASSIGNMENT BY THE HOST CITY, THE HOST NOC OR THE OCOG	33
42.	UNFORESEEN OR UNDUE HARDSHIP.....	33
43.	RELATIONSHIP OF THE PARTIES	33
44.	NON-WAIVER.....	33
45.	UNENFORCEABILITY OF A PROVISION	34
46.	LANGUAGES	34
47.	OLYMPIC CHARTER.....	34
48.	AUTHORISATION OF SIGNATORIES	34
49.	HEADINGS.....	34
50.	INTERPRETATION.....	35
51.	GOVERNING LAW AND ARBITRATION	35
	APPENDIX 1 - LIST OF DEFINED TERMS	37
	APPENDIX 2 - CHAPTERS OF THE HCC OPERATIONAL REQUIREMENTS	40



PREAMBLE

- A. WHEREAS** the Host City Contract for the Games of the XXXIII Olympiad 2024 (the “**Games**”) is comprised of the present “Host City Contract 2024 – Principles”, including all appendices thereto (the “**HCC Principles**”), and the other documents and commitments referred to in §1.1 below, in particular the “Host City Contract - Operational Requirements” (the “**HCC Operational Requirements**”) which describe the main deliverables and other obligations to be performed by the Host City, the Host NOC and the OCOG, as part of their responsibility for planning, organising, financing and staging the Games (collectively, the “**Host City Contract**” or “**HCC**”);
- B. WHEREAS**, according to the Olympic Charter, the IOC is the supreme authority of and leads the Olympic Movement and the Olympic Games are the exclusive property of the IOC;
- C. WHEREAS**, the Host City and the Host NOC have requested, and the IOC has accepted, that the Host City be a candidate city to host the Games;
- D. WHEREAS**, the IOC, at its 130th Session in Lima, has carefully considered the candidature of the Host City and the Host NOC, together with the candidatures of other candidate cities, and has received the advice and comments of the Evaluation Commission for Candidate Cities;
- E. WHEREAS**, the IOC has taken note of, and has specifically relied upon, the covenant given by the government of the country in which the Host City and the Host NOC are situated (the “**Host Country**”) to respect the Olympic Charter and this HCC;
- F. WHEREAS**, the IOC has taken note of and has specifically relied upon the undertakings of the Host City and the Host NOC to plan, organise, finance and stage the Games in full compliance with the provisions of the Olympic Charter and the HCC;
- G. WHEREAS**, it is the mutual desire of the IOC, the Host City and the Host NOC that the Games be organised in the best possible manner and take place under the best possible conditions for the benefit of the Olympic athletes of the world, leave a sustainable legacy for the Host City and the Host Country; and contribute to the further development of the Olympic Movement throughout the world;
- H. WHEREAS**, the Paralympic Games represent the ultimate international multi-sport competition for athletes with an impairment that reflects the highest standards of athletic excellence and diversity and the OCOG shall be responsible for organising the 2024 Paralympic Games under the supervision of the International Paralympic Committee (the “**IPC**”) and in accordance with the relevant provisions contained in the HCC and the IOC/IPC Agreement.
- I. WHEREAS**, the Host City and the Host NOC undertake to do their utmost to support the IOC in its fight to protect the clean athlete against doping, including acting in accordance with the provisions of the World Anti-Doping Code published by the World Anti-Doping Agency;
- J. WHEREAS**, the Host City and the Host NOC acknowledge the importance of ensuring the fullest possible broadcast and news coverage by the different media and the widest possible audience for the Games, and agree to cooperate with the IOC, the host broadcaster of the Games (OBS) and Rights-Holding Broadcasters to attain these objectives;
- K. WHEREAS** the Host City and the Host NOC acknowledge the significant role played by the Olympic Foundation for Culture and Heritage in the promotion of the Olympic Movement and agree to fully cooperate with the Olympic Foundation for Culture and Heritage, in particular in relation to implementing cultural programmes and providing objects and materials at no charge to the Olympic Foundation for Culture and Heritage, for the IOC’s archives;
- L. WHEREAS** the Host City and the Host NOC agree that concern for sustainable development is an important consideration in conducting their activities and undertake to consult with the IOC



on environmental, economic and social issues, in addition to complying with all applicable laws and regulations;

- M. WHEREAS** the Host City and the Host NOC agree to carry out their activities pursuant to the HCC in full compliance with universal fundamental ethical principles, including those contained in the IOC Code of Ethics;
- N. WHEREAS**, in reliance upon the matters referred to above, the IOC has voted to elect the Host City as the host city of the Games and has designated the Host NOC as the responsible National Olympic Committee for the Games;
- O. WHEREAS**, the Olympic Charter requires the formation of an Organising Committee of the Olympic Games (the “**OCOG**”), which shall intervene as a party and adhere to this HCC; and
- P. WHEREAS** the parties agree that the foregoing Preamble shall form an integral part of this HCC Principles;

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



I. GENERAL PRINCIPLES AND RESPONSIBILITIES OF THE PARTIES

1. The Host City Contract

- 1.1. The Host City Contract (or HCC), as referred to herein, consists of the present HCC Principles and of the following documents and commitments, which are all fully binding upon the Parties and which, in case of any conflict or discrepancy, will apply in the following order of precedence:
 - a. The HCC Principles (including its appendices);
 - b. The HCC Operational Requirements (including all appendices thereto);
 - c. The Olympic Games Delivery Plan;
 - d. The Candidature Commitments; and
 - e. The Olympic Charter.
- 1.2. Unless otherwise defined, all capitalised terms used in the HCC shall have the meaning set forth in Appendix 1 to this HCC Principles.
- 1.3. The Host City, the Host NOC and the OCOG shall abide by all terms set forth in the HCC Operational Requirements and, subject to §30.3 below, all updates, amendments and modifications thereto, irrespective of when so updated, amended or modified. The chapters of the HCC Operational Requirements in force on the day of execution of the HCC are listed in Appendix 2 to this HCC Principles.

2. Right and responsibility to organise the Games

The IOC hereby entrusts the Host City, the Host NOC and, in conformity with §3 below, the OCOG, with the planning, organising, financing and staging of the Games, in accordance with the terms of this HCC.

3. Formation of the OCOG and adherence by the OCOG to this HCC

- 3.1. Within five months following the execution of this HCC, the Host City and the Host NOC will form the OCOG, as an entity endowed with legal personality under the laws of the Host Country and in a manner providing for maximum efficiency with respect to its operations and its rights and obligations under this HCC. The Host City and the Host NOC shall keep the IOC fully informed on all matters relating to the structuring and formation of the OCOG. All agreements and other contractual or legal documents relating to the formation and governance of the OCOG, as well as any subsequent changes thereto, shall be subject to the IOC's prior approval.
- 3.2. The OCOG must include, among the members of its highest executive body, the IOC member (or members) from the Host Country, any IPC Governing Boards members from the Host Country, the President and the Secretary General of the Host NOC, the President of the National Paralympic Committee of the Host Country, an athlete having competed for the Host Country in a recent edition of the Games of the Olympiad or the Olympic Winter Games and at least one member representing, and designated by, the Host City.
- 3.3. The Host City and the Host NOC are responsible to ensure that, within one (1) month after the OCOG's formation, the OCOG intervenes as a party to this HCC and adheres to all its terms so that all terms of this HCC relating to the OCOG and in particular all the rights, obligations, and guarantees of the OCOG provided for in this HCC, are legally binding upon the OCOG as if it



were an original party hereto. The Host City and the Host NOC shall forward to the IOC a written confirmation of the OCOG's adherence to this HCC and will ensure that the OCOG executes and delivers to the IOC any further documents as may be necessary to effect or confirm the OCOG's full adherence to this HCC.

- 3.4. The OCOG must remain in good standing under the laws of the Host Country and the various documents governing its constitution throughout the duration of this HCC. Prior to the completion of its liquidation, the OCOG must ensure that it has taken the following actions:
- a. satisfied all of its financial and other obligations under this HCC;
 - b. prepared and delivered to the IOC all reports and other information to this effect and performed all assignments of rights or transfers of physical elements contemplated under the HCC; and
 - c. established an efficient procedure for handling any pending or potential legal disputes between the OCOG and any third party.

4. Joint and several responsibility of the Host City, the Host NOC and the OCOG

- 4.1. The Host City, the Host NOC and the OCOG shall be jointly and severally liable for all their obligations, guarantees, representations and other commitments under this HCC, whether entered into individually or collectively. The joint and several liabilities of the Host City, the Host NOC and the OCOG will in particular apply in respect of all damages, costs and liabilities of any nature, direct or indirect, which may result from their breach of any provision of this HCC, including pursuant to §37.1 below.
- 4.2. Notwithstanding §4.1 above, the Host NOC will not be jointly responsible for the financial undertakings of the Host City and the OCOG in relation to the planning, organising, financing and staging of the Games except if, and to the extent that, this responsibility of the Host NOC was provided in any Candidature Commitment.

5. Candidature Commitments and other commitments made by Host Country Authorities

- 5.1. All Candidature Commitments shall survive and be binding upon the Host City, the Host NOC and the OCOG. The Host City, the Host NOC and the OCOG are responsible to ensure that all Candidature Commitments remain in effect until the completion of the Games and that all appropriate steps are taken to confirm, extend, renew or complete such Candidature Commitments, as may be necessary for the fulfilment of the Host City's, the Host NOC's and the OCOG's obligations under this HCC.
- 5.2. The Host City, the Host NOC and the OCOG are responsible to ensure that:
- a. all Host Country Authorities honour and enforce all Candidature Commitments and all other commitments, guarantees and obligations undertaken by such Host Country Authorities in relation to the Games; and
 - b. all cities, in addition to the Host City, that are hosting events of the Games, fully perform and comply with the terms of this HCC and carry out their obligations related thereto under the supervision of the OCOG.



5.3. Nothing contained in a Candidature Commitment or other guarantee, representation, statement or other commitment made by the Host City, the Host NOC, the OCOG or any Host Country Authority, which is in conflict with this HCC shall be considered as binding upon the IOC, unless any such conflict has been brought to the express attention of the IOC in writing prior to the election of the Host City and the IOC has expressly agreed in writing to accept any such conflict. Unless expressly provided to the contrary, nothing provided in this HCC shall be interpreted as limiting the scope, binding nature or effectiveness of any Candidature Commitment.

6. Financial responsibilities of the Host City, the Host NOC and the OCOG

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

6.2. In case of any obligation of the Host City, the Host NOC and/or the OCOG pursuant to this HCC to provide certain facilities, goods or services to the IOC, IOC Controlled Entities or other categories of Games stakeholders (e.g. athletes, National Olympic Committees, International Federations, media, IOC Marketing Partners, Rights-Holding Broadcasters, domestic and international dignitaries and spectators), such facilities, goods and services shall be provided in accordance with the terms defined in this HCC and in any other relevant agreement or document referred to herein (e.g. Marketing Programme Agreement, Broadcasting Cooperation Agreement). Where this HCC or any other relevant agreement does not expressly provide otherwise, such facilities, goods or services shall be provided to the relevant Games stakeholders at the costs of the Host City, the Host NOC and/or the OCOG and without any financial compensation to be paid by the relevant Games stakeholders.



II. CONTRIBUTION OF THE IOC TO THE SUCCESS OF THE GAMES

7. General principles applicable to the Contribution of the IOC to the success of the Games

In consideration of the Host City, the Host NOC and the OCOG fully performing and complying with all their obligations under this HCC, and in order to assist them in the planning, organising, financing and staging of the Games, the IOC shall:

- a. make the contributions and grant the OCOG the benefits and rights further described in §8.1(e), §9, §11 and §12(b) below, representing an overall estimated value of USD 1.700.000.000 (one billion and seven hundred million United States dollars);
- b. make further contributions and grant the OCOG further benefits and rights, as described in §8.1(a),(b),(c),(d) and §10 below; and
- c. provide, in cooperation with IOC Controlled Entities, support and assistance to the OCOG, in particular in the manner described in §12(a) below.

8. Commercial rights and benefits

8.1. The Parties agree that - subject to the other terms and conditions of this HCC and in particular to the payment obligations to, and entitlements of, the IOC as provided in §24.5 below - the OCOG shall have the following rights and entitlements in relation to the marketing, ticketing and licensing programmes conducted in relation to the Games:

- a. the right to retain the cash consideration and the value-in-kind or other forms of consideration (e.g. goods and services) of all gross revenues derived from all contracts pertaining to the Marketing Plan Agreement or containing any element of commercial exploitation of the OCOG Marks or relating to the Games in any way;
- b. the right to retain the gross revenues generated from all forms of ticket sales pertaining to the Games;
- c. the right to retain a share of the proceeds from Olympic coin and banknote programmes of the Host Country;
- d. the right to retain a share of the proceeds from the Olympic stamp programme of the Host Country ; and
- e. the right to receive a share of the net revenues from the International Programme, to be determined by the IOC in its sole discretion.

8.2. With regards to §8.1(e) above, the Parties further agree with the following:

- a. all costs related to the management and administration of the International Programme, (including the costs of the general marketing support provided by the IOC or any third party designated by the IOC), as well as any fees charged by the IOC in consideration of its services required to ensure the successful delivery of the OCOG's domestic programme and the International Programme, shall be deducted from the International Programme gross receipts before any division of revenues;



- b. for indicative purposes only and based on the experience of the IOC from previous editions of the Games of the Olympiad, the amount of the OCOG's share of the net revenues from the International Programme foreseen under §8.1(e) above, is currently estimated at USD 410.000.000 (four hundred and ten million United States dollars); and
 - c. five percent (5%) of any and all sums of money payable to the OCOG in relation to the International Programme shall be paid into a general retention fund maintained and controlled by the IOC (the "**General Retention Fund**"). The General Retention Fund may be used by the IOC to cover any outstanding amount due to the IOC by the Host City, the Host NOC and/or the OCOG, including in accordance with §36 below.
- 8.3. Unless otherwise stated in this HCC, all rights and benefits contemplated under this §8 shall expire on 31st December 2024. All rights and benefits in relation to any form of commercial exploitation of the Games, which are not expressly granted by the IOC to the Host City, the Host NOC and/or the OCOG, are reserved by the IOC.

9. Contribution related to broadcast revenues

The IOC will grant to the OCOG a financial contribution related to revenues generated from Broadcast Agreements, which, subject to the following terms and conditions, shall be of an amount of USD 855.000.000 (eight hundred and fifty-five million United States dollars):

- a. the IOC shall decide the schedule, currency and other conditions applicable to the payment of this contribution;
 - b. any payment of this contribution by the IOC to the OCOG, before the conclusion of the Games shall be considered as an advance in payment, subject to full or partial reimbursement in the cases of full or partial cancellation of the Games or any other contingency which, pursuant to Broadcast Agreements, oblige the IOC to reimburse certain amounts advanced by third parties in relation to the Games;
 - c. not later than four (4) years prior to the scheduled commencement of the Games, the OCOG shall enter into an agreement with the IOC setting forth the terms and conditions applicable to the possible reimbursement of this contribution to the IOC pursuant to §9(b) above (Broadcast Refund Agreement); and
 - d. the IOC shall have the right to reduce the amount of this contribution, in case the IOC considers that it has not received the full extent of the revenues anticipated from Broadcast Agreements concluded in relation to the Games, or to withhold any payment thereof pursuant to §36 below.
- #### **10. Right to retain a share of the surplus resulting from the celebration of the Games**

As further detailed in the "**HCC Operational Requirements – Finance**", any surplus resulting from the celebration of the Games shall be divided as follows:

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



11. Services to be provided by OBS

OBS shall exercise, at the IOC's and OBS' cost, all responsibilities of host broadcaster of the Games (in particular the production of the international television and radio signals), subject to the OCOG's obligations described in the "**HCC Operational Requirements – Media**" and in the Broadcasting Cooperation Agreement. For indicative purposes only and based on the experience of the IOC and OBS from previous editions of the Games of the Olympiad, the value of the services to be provided by the IOC and OBS for the Games pursuant to this §11 is currently estimated at USD 319.000.000 (three hundred and nineteen million United States dollars).

12. General assistance and transfer of knowledge activities

The IOC and IOC Controlled Entities shall assist the OCOG during its entire lifecycle and provide, guidance and information based on the experience and knowledge accumulated during the organisation and staging of previous editions of the Olympic Games and, in particular, the following assistance:

- a. the IOC shall share with the OCOG certain information, knowledge and expertise and make available to the OCOG relevant information acquired from other Organising Committees of the Olympic Games and will allow the OCOG to participate in and benefit from the IOC's Olympic Games Knowledge Management Programme and related initiatives (as further detailed in §29.1 below); and
- b. the IOC shall make available to the OCOG the expertise from the IOC's and IOC Controlled Entities' staff and advisors in areas most relevant for the planning, organising, financing and staging of the Games (e.g. in relation to corporate organisation, finance, marketing, technology, legal services, medical services, doping controls, prevention of manipulation of competitions, sustainability, creative productions, venue planning, ticketing and business development, cultural activities). Based on the experience of the IOC from previous editions of the Games of the Olympiad, the value of this assistance is currently estimated at USD 116.000.000 (one hundred and sixteen million United States dollars).



III. GENERAL PRINCIPLES AND CORE REQUIREMENTS

13. Respect of the Olympic Charter and promotion of Olympism

- 13.1. The Host City, the Host NOC and the OCOG undertake to abide by the provisions of the Olympic Charter and to conduct all their activities in relation to this HCC in a manner which promotes and enhances the fundamental principles and values of Olympism - in particular the prohibition of any form of discrimination with regard to a country or a person on grounds of race, colour, sex, sexual orientation, language, religion, political or other opinion, national or social origin, property, birth or other status - as well as the development of the Olympic Movement.
- 13.2. The OCOG shall carry out various activities during the period leading up to and throughout the Games in connection with the promotion of peace and human understanding through sport, and of the Olympic truce.

14. No inconsistent activities

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

- a. no major public or private event, conference, or other meeting which could have an impact on the successful planning, organising, financing and staging of the Games or their public and media exposure, shall take place in the host city itself, its neighbourhood or in the cities hosting other competition sites or their neighbourhoods, either during the Games or during the preceding or following week, without the prior written approval of the IOC;
- b. the Host City shall only use the Games to achieve its long-term development goals and create a positive legacy, in a manner that furthers the objectives of the Olympic Movement, as described in the Olympic Charter;
- c. no negotiations shall take place nor agreements be entered into, having any connection with the Games, between the OCOG and any international or supranational, national, regional or local organisation (whether governmental or non-governmental) or any foreign state without the prior written approval of the IOC; and
- d. no invitations or accreditations shall be issued, having any connection with the Games, to any foreign governmental or political personalities, without the prior written approval of the IOC.

15. Sustainability and Olympic legacy

- 15.1. The Host City, the Host NOC and the OCOG undertake to carry out all activities foreseen under this HCC in a manner which embraces the concept of sustainable development and which serves to promote the protection of the environment. In this regard, the concept of sustainable development shall specifically address the legacy of the Games, including the concerns for post-Olympic use of venues and other facilities and infrastructures.
- 15.2. The Host City, the Host NOC and the OCOG shall take all necessary measures to ensure that development projects and other projects necessary for the organisation of the Games comply with local, regional and national legislation and international agreements and protocols, applicable in the Host Country with regard to planning, construction, protection of the environment, health and safety, labour and anti-corruption laws. Further details regarding sustainability are contained in the "**HCC Operational Requirements – Sustainability and Olympic Legacy**".



16. Programme of the Games

- 16.1. The programme (sports and events) of the Games of the XXXII Olympiad Tokyo 2020 will form the basis of the Olympic programme for the Games. Not later than the end of the 130th IOC Session in Lima, the IOC will decide the updated list of sports and events to be included in the Olympic programme for the Games (the “**Programme of the Games**”), as well as the relevant quotas, and will promptly communicate this information to the Host City and the Host NOC. Subject to §30.3 below, the IOC reserves the right to make changes to sports and events in the Programme of the Games, at any time, subsequent to the end of the 130th IOC Session in Lima, as the IOC may consider being in the best interests of the Games.
- 16.2. The OCOG may propose to the IOC the inclusion of one or more additional events in the Programme of the Games. Such proposal shall be made in a timely manner taking into account that the IOC shall decide on the events to be included in the Programme of the Games not later than three (3) years before the scheduled commencement of the Games.
- 16.3. The final dates for the holding of the Games, including the number of days of competition and the scheduling of the Opening and Closing Ceremonies, shall be decided by the IOC in consultation with the OCOG.

17. Security

Host Country Authorities shall be responsible for all aspects of security in relation to the Games, including the financial, planning and operational aspects related thereto. The Host City, the Host NOC and the OCOG are responsible to ensure that all appropriate and necessary measures are taken by Host Country Authorities in order to guarantee the safe and peaceful celebration of the Games. The Host City, the Host NOC and the OCOG shall also report to the IOC, on a regular basis, on security matters.

18. Betting and prevention of manipulation of competitions

- 18.1. The Host City, the Host NOC and the OCOG shall not, directly or indirectly, participate in, support or be supported by any sport betting in relation to the Games.
- 18.2. The Host City, the Host NOC and the OCOG shall support the IOC in ensuring that the integrity of sport is fully protected with regards to any betting activities on the Games and manipulation of competitions. For this purpose, the Host City, the Host NOC and the OCOG are responsible for ensuring that all relevant Host Country Authorities (sports betting authorities and/or law enforcement agencies) support the IOC in setting up a joint integrity unit in order to facilitate the exchange of information and intelligence needed to preserve the integrity of competitions.

19. Rights on the Games and Games-Related Properties

- 19.1. In accordance with the Olympic Charter, the Host City, the Host NOC and the OCOG agree that the Games, including all competition events and other events and activities organised by the Host City, the Host NOC and/or the OCOG pursuant to this HCC, are the exclusive property of the IOC, who owns all rights, including Intellectual Property Rights, in relation thereto. The IOC owns, in particular
 - a. all rights relating to the organisation, exploitation and marketing of the Games;
 - b. the sole and exclusive right to authorise the capture of still and moving images of the Games for use by the media;
 - c. the exclusive rights in audio-visual registrations and recordings of the Games; and



- d. the exclusive rights to broadcast, transmit, retransmit, reproduce, display, disseminate, make available or otherwise communicate to the public, by any means now known or to be developed in the future, works or signals embodying audio-visual registrations or recordings of the Games.

All Intellectual Property Rights on the Olympic Properties as well as all rights to the use thereof, belong exclusively to the IOC, including the use for any exploitation or advertising purposes.

19.2. For the purposes of the planning, organising, financing and staging of the Games and on the basis of the rights and interests described in §19.1 above and as further detailed in §19.3 below, the IOC will allow the Host City, the Host NOC and/or the OCOG:

- a. to use and exploit certain existing creative elements, distinctive signs and others assets; and
- b. to create, use and exploit new creative elements, distinctive signs and others assets related to the Games (referred to below as “Games-Related Properties” and further defined in Appendix 1), which shall be the sole property of the IOC and which the IOC shall license to the Host City, the Host NOC and/or the OCOG.

19.3. In relation to §19.1 and §19.2 above, the Parties agree the following:

- a. the IOC will, where appropriate, assign, license or otherwise convey, on an exclusive or non-exclusive basis, certain rights or certain benefits that the IOC derives from such rights, to the Host City, the Host NOC and/or the OCOG for the purposes of the planning, organising, financing and staging of the Games. This shall include in particular the right to create and exploit Games-Related Properties;
- b. upon creation of any Games-Related Properties, all Intellectual Property Rights related thereto shall vest in and remain in the full ownership of the IOC throughout the world and, to the extent necessary, be irrevocably and unconditionally assigned to the IOC, for the full term of such Intellectual Property Rights and thereafter in perpetuity. With respect to copyright, such assignment includes assignment by way of a present assignment of future copyright; and
- c. the IOC hereby licences to the Host City, the Host NOC or the OCOG the right to use and exploit all Games-Related Properties solely for the purposes of the planning, organising, financing and staging of the Games in accordance with this HCC, on an exclusive or non-exclusive basis, as decided by the IOC. Nothing in this HCC shall limit the right of the IOC to grant to IOC Marketing Partners, Rights-Holding Broadcasters and other third parties the right to use and exploit Games-Related Properties.

19.4. The Host City, the Host NOC and the OCOG must ensure that the creation, use and exploitation of Games-Related Properties do not infringe upon the rights of any third parties and that, if any element created by a third party is contained in any Games-Related Property all necessary rights, clearances and authorisations are obtained to ensure the full compliance with §19.3 above.

19.5. Any assignment, license or conveyance of rights or benefits granted to the Host City, the Host NOC or the OCOG pursuant to this §19 shall be conditional at all times upon their full compliance with all the terms and conditions of this HCC.



- 19.6. Further details in relation to the protection of Intellectual Property Rights in relation to the Games are described in the “**HCC Operational Requirements – Rights Protection**” and “**HCC Operational Requirements – Ceremonies**”.

20. Accredited persons’ right to carry out Games-related activities in the Host Country

- 20.1. The Olympic identity and accreditation card (“**OIAC**”) confers on its holder the right to take part in the Games. The Host City, the Host NOC and the OCOG shall be responsible to ensure, in cooperation with competent Host Country Authorities, that, together with a passport or other official travel document, the OIAC allows its holder to enter and remain in the Host Country and perform Games-related activities for the duration of the Games, including for a period of at least one (1) month before the scheduled commencement of the Games and one (1) month after the conclusion of the Games.
- 20.2. The Host City, the Host NOC and the OCOG are responsible to ensure, by coordinating with the competent Host Country Authorities, that necessary measures are taken so that the application of labour laws and regulations of the Host Country to accredited persons will not prevent or hinder the performance by such accredited persons of their Games-related activities in accordance with the specific needs and requirements of such activities.

21. Entry and stay of personnel, animals and supplies

- 21.1. The Host City, the Host NOC and the OCOG agree that, to help ensure the successful planning, organising, financing and staging of the Games (including Test Events) in accordance with this HCC, it will be necessary to arrange for the following:
- a. the temporary entry, before, during and after the Games, of certain personnel (in addition to those persons in possession of the OIAC) into the Host Country, in particular, without limitation, representatives, employees or other persons acting on behalf of the following entities:
 - i. the IOC;
 - ii. IOC Controlled Entities;
 - iii. National Olympic Committees;
 - iv. International Federations;
 - v. Rights-Holding Broadcasters;
 - vi. the Official Timekeeper;
 - vii. IOC Marketing Partners; and
 - viii. media;
 - b. the importation of animals (e.g. guide dogs, horses), equipment (e.g. competition firearms) and supplies (e.g. medical supplies, equipment) for the purposes of the Games and for use by the IOC and/or by all organisations and personnel listed in §21.1(a) above, as well as other items to be used in Games-related activities.
- 21.2. With regards to § 21.1 above, the Host City, the Host NOC and the OCOG are responsible to ensure the following, by coordinating with competent Host Country Authorities:
- a. all organisations and personnel mentioned under §21.1(a) above who may be carrying out Games-related activities in the Host Country are able to obtain necessary entry visa and work permits in an expedited and simplified manner for a period of time beginning not later than one (1) year before the scheduled commencement of the Games and running until at least one (1) year after the conclusion of the Games (or for an extended period upon IOC’s written request based on specific operational needs of certain organisations



and personnel) in each case without any fees or similar charges being payable in the Host Country; and

- b. for a period of time beginning not later than four (4) years before the scheduled commencement of the Games and running until at least one (1) year after the conclusion of the Games, all animals, equipment, supplies and other items listed under §21.1(b) above can enter the Host Country for such purposes in each case without any duties, customs, taxes or similar charges being payable in the Host Country, provided that such animals, equipment, supplies and other items are either consumed in the Host Country, disposed of (other than by sale) or exported within a reasonable period of time following the conclusion of the Games.

22. Taxes

- 22.1. The Parties agree that, in order to help ensure the successful planning, organising, financing and staging of the Games in accordance with this HCC, it will be necessary for the Host City, the Host NOC and the OCOG to coordinate with competent Host Country Authorities so that the tax legislation of the Host Country is implemented and applied in a manner that guarantees the achievement of the objectives and results, described in sections §22.2-22.5 below.
- 22.2. The OCOG shall enjoy the full benefit of the resources made available by the IOC or IOC Controlled Entities (e.g. pursuant to §7-12 above). Accordingly, the OCOG shall not be impacted by any direct or indirect taxes due in the Host Country in connection with any payment or other contribution made to the OCOG by the IOC or IOC Controlled Entities pursuant to the HCC.
- 22.3. The payments and other contributions made by IOC, IOC Controlled Entities and/or the Official Timekeeper to the OCOG shall be fully allocated to the planning, organising, financing and staging of the Games and their Games-related revenues shall be fully allocated to the development of the Olympic Movement and the promotion of sport in accordance with the Olympic Charter. For this purpose, the IOC, any IOC Controlled Entity and/or the Official Timekeeper, shall not be impacted by any direct or indirect taxes due in the Host Country in connection with any payment to be made to them by the OCOG with respect to the revenues generated in relation to the Games, or any payment to be made by them to the OCOG (including, for clarity, payments made in consideration for services received from or through the OCOG).
- 22.4. The following shall be ensured in order to avoid instances of double taxation for individuals and legal entities that are temporarily present in the Host Country for the purpose of carrying out Games-related activities:
 - a. athletes who are non-residents in the Host Country shall not be impacted by any taxes levied in relation to any financial or other rewards received by them as a result of their performances at the Games;
 - b. provided that they are non-residents in the Host Country, the following individuals shall not be impacted by any taxes levied in relation to the income derived from their Games-related activities in the Host Country:
 - i. employees, officers, members or other representatives of the IOC or of any IOC Controlled Entity and other individuals providing services under contract with the IOC or any IOC Controlled Entity;
 - ii. support staff associated with delegations of National Olympic Committees other than the NOC;



- iii. judges, referees and other Games officials, including without limitation the representatives, employees or other persons acting for the Official Timekeeper, International Federations and other organisations recognised by the IOC (e.g. IPC, Court of Arbitration for Sport, World Anti-Doping Agency);
 - iv. employees, officers, members or other representatives of accredited foreign media organisations and other persons providing services under contract with these organisations in connection with the Games; and
 - v. employees, officers, members or other representatives of the IOC Marketing Partners and Rights-Holding Broadcasters;
- c. any individual or legal entity in the Host Country who makes a payment to the individuals mentioned under §22.4(b) above in connection with such individuals' Games-related activities shall not be impacted by any withholding obligations in respect of such payment; and
- d. the temporary presence in the Host Country of the persons mentioned under §22.4(a) and (b) shall not be deemed to create a permanent establishment of the organisations to which such persons belong and such organisations shall not be required to create any type of local entity in the Host Country to carry out their Games-related activities.
- 22.5. The IOC, IOC Controlled Entities, National Olympic Committees, International Federations, IOC Marketing Partners and Rights-Holding Broadcasters, that are temporarily present in the Host Country for the purpose of carrying out Games-related activities shall be treated in a manner not less favorable than the OCOG Marketing Partners and other domestic operators with regards to indirect taxes (e.g. consumption tax, value added tax). Accordingly, such non-domestic entities shall be allowed to supply goods and services in relation to the Games free of any indirect taxes and to obtain the refund of any indirect taxes incurred on their Games-related expenses, insofar as such tax treatment would be applicable, pursuant to any law of the Host Country (including any specific regulation adopted in view of the Games), should these goods and services have been supplied, or such expenses been incurred, by any OCOG Marketing Partner or other domestic operator of the Host Country.
- 22.6. All measures implemented pursuant to §22.2-22.5 above shall be effective no later than four (4) years before the scheduled commencement of the Games and shall remain in effect until at least one (1) year following the conclusion of the Games. Further details regarding Games-related tax requirements are contained in the “**HCC Operational Requirements – Finance**”.
- 22.7. The IOC agrees to cooperate in good faith with the OCOG to help mitigate any tax impact that the provisions included in this §22 could have on the OCOG.

23. Advertising and other commercial activities at Key Olympic Venues

The Host City, the Host NOC and the OCOG shall ensure that the provisions of the Olympic Charter and of the “**HCC Operational Requirements - Rights Protection**” relating to propaganda and advertising within Key Olympic Venues and more generally in relation to the Games are observed.

24. Commercial programmes conducted in relation to the Games

- 24.1. The OCOG shall join, and become a full party to, the Joint Marketing Programme Agreement executed between the Host City and the Host NOC prior to the execution of this HCC and which combines all of the marketing and commercial rights of the OCOG and the Host NOC for the period commencing on 1st January 2019 and ending on 31st December 2024. Should the revenues projected in the Host City' candidature file in relation to the Joint Marketing Programme not be achieved for any reason whatsoever, the Host NOC agrees that it will only



receive a share that is proportionate to the actual revenues achieved by such programme. However, should the Games generate a revenue surplus in relation to the Joint Marketing Programme, the Host NOC shall share in such surplus as provided for in §10 above.

- 24.2. The IOC and the OCOG shall execute a Marketing Plan Agreement not later than 31st December 2018, which shall govern all elements of the marketing plan to be developed by the OCOG in relation to the Games. No commercial activity in relation to the Games may be commenced by the Host City, the Host NOC or the OCOG (or any person or entity acting in their name or on their behalf) prior to the full execution of the Marketing Plan Agreement. The Host City, the Host NOC and the OCOG agree not to participate in, or allow (and the OCOG is responsible to ensure that the Host Country Authorities do not participate in, or allow) any marketing or commercial activities relating directly or indirectly to the Games, other than as expressly permitted by the Marketing Plan Agreement. The benefits and rights of the OCOG deriving from agreements concluded with third parties pursuant to the Marketing Plan Agreement are set out in §8 above. The compliance with the terms of the Marketing Plan Agreement constitutes an obligation of the OCOG under the HCC.
- 24.3. Any Olympic coin and banknote programmes launched in the Host Country (including the number and type of coins and banknotes included in such programmes) as well as any Olympic stamp programme launched in the Host Country (including the number and type of stamps and all philatelic products included in such programme) shall be subject to the prior written approval of the IOC. The detailed financial terms of such programmes, including the IOC's share of revenue deriving therefrom, shall be established in the Marketing Plan Agreement. The Host City, the Host NOC and the OCOG agree that, notwithstanding such programmes, the IOC has the right to introduce its own coin, banknote and stamp programmes, for its own account, and that the coins, banknotes, stamps and medals related to such IOC programmes may be sold in the Host Country on the same terms and conditions as in other countries.
- 24.4. The IOC will implement an International Programme consisting of:
- a. a worldwide sponsorship programme currently known as the "TOP Programme" (and/or any other international Olympic marketing programme as decided by the IOC);
 - b. a worldwide suppliership programme; and
 - c. a worldwide licensing programme relating to the Games.

The International Programme shall take precedence over all other commercial programmes developed in relation to the Games, including any programme developed pursuant to the Joint Marketing Programme Agreement and the Marketing Plan Agreement. The Host City, the Host NOC and the OCOG undertake to fully participate in the International Programme and to procure all such rights, with a view to assist the IOC Marketing Partners in achieving their goals and commercial objectives in the Host Country. In particular, each of the OCOG, the Host City and the Host NOC undertakes to satisfy any and all of its Games-related requirements for products and services falling into the product/service categories of IOC Marketing Partners from the respective IOC Marketing Partners and, more generally, to fully cooperate with the IOC in its discharge of obligations under all agreements relating to the International Programme.



- 24.5. With regards to the commercial programmes implemented by the OCOG, in accordance with §24.2. above, the OCOG shall pay to the IOC, in cash, the following amounts:
- a. in relation to the OCOG's marketing programme, an amount equal to seven and a half percent (7.5%) of the cash consideration and five percent (5%) of the value-in-kind or other forms of consideration (e.g. goods or services), of all gross revenues derived from all contracts executed by the OCOG pursuant to the Marketing Plan Agreement or containing any element of commercial exploitation of the OCOG Marks or relating to the Games in any way;
 - b. in relation to the OCOG's ticketing programme, an amount equal to seven and a half percent (7.5%) of the gross revenues generated from all forms of ticket sales pertaining to the Games;
 - c. in relation to the Olympic coin and banknote programmes of the Host Country, a share of the revenues generated by such programmes, to be determined in the Marketing Plan Agreement but, in principle, three percent (3%) of the face value of coins and banknotes from the circulating programme and three percent (3%) from the commemorative programme of the price to dealers of all coins and banknotes where the mint has no retail operations (and if the mint has retail operations three percent (3%) of the retail price); and
 - d. in relation to the Olympic stamp programme of the Host Country, a share of the revenues generated by such programmes, to be determined in the Marketing Plan Agreement but, in principle, one percent (1%) of the retail sales value (gross sales) of all stamps within the programme sold for collection, and of all value-added philatelic products (such as postal numismatic products, prestige booklets, albums, collections etc.).
- 24.6. Further details regarding the commercial programmes described in this §24 are contained in the "HCC Operational Requirements - Marketing Partner Services", "HCC Operational Requirements – Business Development" and "HCC Operational Requirements – Rights Protection".

25. Broadcast and other media coverage of the Games

- 25.1. The OCOG is responsible to coordinate with the competent Host Country Authorities in order to ensure the following:
- a. for the period starting with the opening of the International Broadcast Centre and of the Main Press Centre until the end of the Paralympic Games, there shall be no restrictions or limitations on the freedom of the media to provide independent news coverage of the Games and Paralympic Games as well as related events, and the editorial independence of the material broadcasted or published by the media;
 - b. during its entire presence in the Host Country for the purposes of the Games and Paralympic Games, OBS shall be permitted to carry out its host broadcasting and any other Games-Related activities in full independence and without any obligation to change its corporate structure, including in relation to setting up a permanent establishment or any kind of corporate structure in the Host Country (as provided in §22.4 (d) above) or allowing any form of participation by any Host Country Authority, or by other local stakeholders, into its corporate, management or supervisory structures; and



- c. from the day of the opening of the Olympic Village until the end of the Paralympic Games, an open network policy will be implemented in and around all Key Olympic Venues, transport hubs and other sites used in relation to the Games. The IOC will communicate to the OCOG, at least two years before the scheduled commencement of the Games, a list (which may be updated) of major social media channels, online media outlets, websites and accredited media's platforms that must be made accessible to all Games participants and spectators as part of this open network policy.
- 25.2. In accordance with §19.1 above, the IOC owns all rights and data relating to the Games Broadcast, Coverage and Exhibition and has the exclusive right to negotiate and conclude agreements with third parties in relation thereto ("**Broadcast Agreements**"), as well as to make, any statement relating to such negotiations or agreements. The OCOG shall respect all Broadcast Agreements entered into by the IOC and, upon request of the IOC, assist the IOC in connection with the effective discharge by the IOC of its obligations under all such Broadcast Agreements including, where appropriate, by entering into direct agreements with the applicable Rights-Holding Broadcasters with respect to the provision of certain facilities and services. The OCOG shall also provide all other services and facilities contemplated in the "**HCC Operational Requirements – Media**" and in the Broadcasting Cooperation Agreement.
- 25.3. The OCOG and OBS will enter into the Broadcasting Cooperation Agreement no later than one (1) year following the formation of the OCOG. This agreement, which is subject to the prior written approval of the IOC, will especially set forth the details of the facilities and services, as well as of the further rights and obligations of OCOG with regard to the broadcasting of the Games. The compliance with the terms of the Broadcasting Cooperation Agreement constitutes an obligation of the OCOG under this HCC.
- 25.4. The OCOG shall cooperate with the IOC, OBS, OCS and Rights-Holding Broadcasters for the exposure and promotion of the Games Broadcast, Coverage and Exhibition by Rights-Holding Broadcasters and their recognition by appropriate means, as determined by the IOC. In addition, the OCOG shall cooperate with the IOC for the promotion of the Olympic Movement and the Games Broadcast, Coverage and Exhibition on the Olympic Channel and on any other year-round media platform as indicated by the IOC.



IV. COORDINATION WITH IOC

26. Games Foundation Plan, Games Delivery Plan and other documents

- 26.1. Within eighteen (18) months after the formation of the OCOG, the OCOG shall develop in collaboration with the IOC and based upon generic documents communicated by the IOC, and shall submit to the IOC for its written approval the following documents:
- a. a document detailing the OCOG's vision described in the Host City's candidature documentation, as well as the key strategic, governance and reporting processes applicable to the planning, organising, financing and staging of the Games (referred to as "**Games Foundation Plan**"); and
 - b. a document describing the main planning framework, timelines and milestones to be respected by the Host City, the Host NOC and the OCOG in the performance of their obligations under this HCC (referred to as the "**Games Delivery Plan**").
- 26.2. In the same timeframe mentioned under §26.1 above, the OCOG and the IOC shall agree on the procedures applicable for bringing any modification to the Games Delivery Plan subsequent to its approval by the IOC. Until the approval of the Games Delivery Plan by the IOC, the planning framework, timelines and milestones defined in the generic document communicated by the IOC to the OCOG shall apply. Further details regarding the planning, coordination and management of the Games are contained in the "**HCC Operational Requirements - Games Management**".
- 26.3. The OCOG shall also provide to the IOC for review and comments a consolidated budget, as well as any updates thereof, in accordance with the requirements set forth in the "**HCC Operational Requirements - Finance**".

27. Coordination Commission

- 27.1. The IOC shall establish, at the IOC's expense, a Coordination Commission, which will include representatives of the IOC, the International Federations, the National Olympic Committees, Organising Committees for Olympic Games prior to the Games, the IOC Athletes' Commission and the IPC, as well as experts designated or approved by the IOC. The mission of the Coordination Commission shall be to monitor the progress of, and provide guidance to, the OCOG, with respect to the planning, organisation, staging and financing of the Games, including in relation to collaborating with the relevant public authorities.
- 27.2. The OCOG agrees to provide to the Coordination Commission regular reports and updates on all aspects relating to the organisation of the Games. The Coordination Commission shall meet with the OCOG and the Host Country Authorities on a regular basis and, in the case of any matter that cannot be resolved by the Coordination Commission or in respect of which any party refuses to act in accordance with the Coordination Commission's recommendations, the IOC shall make the final decision. Further details regarding the role and format of the Coordination Commission, as well as the OCOG's and the Host Country Authorities' progress reporting to the Coordination Commission, are contained in the Olympic Charter and the "**HCC Operational Requirements - Games Management**".



28. Reporting to the IOC

28.1. The OCOG shall provide oral and written reports on the progress of the preparation of the Games, including financial information and other details regarding the planning, organising, financing and staging of the Games, as well as information on the legacy of the Games, upon request of the IOC and in a form and substance agreed with the IOC. Further details regarding the OCOG progress and financial reporting are contained in the “**HCC Operational Requirements - Games Management**” and “**HCC Operational Requirements - Finance**”.

29. Games information and knowledge management

29.1. In order to assist the OCOG in the planning, organising, financing and staging of the Games and in accordance with §12(a) above, the IOC will share with the OCOG certain information, knowledge and expertise that the IOC has acquired over the years, in particular information acquired from other Organising Committees of the Olympic Games. The OCOG will also be entitled to participate in and benefit from the IOC's Olympic Games Knowledge Management Programme and related initiatives.

29.2. The OCOG shall contribute to the legacy of the Games and the successful continuity of the Olympic Games by providing to the IOC, for the benefit of future Organising Committees of the Olympic Games and the Olympic Movement in general, all data, documentation, materials, objects, photography, video, systems, websites, software source codes (without limitation of their format, storage medium or their explicit or implicit nature) developed, created or acquired by the Host City, the Host NOC and/or the OCOG in the course of the planning, organising, financing and staging of the Games (referred to as “**Games Information Knowledge and Expertise**”). The OCOG and the Host City shall share, and are responsible to ensure that the relevant Host Country Authorities and third parties with key operational roles in the organisation of the Games share, their Games Information Knowledge and Expertise with the IOC and other beneficiaries designated by the IOC, at no cost to the IOC (or such other beneficiaries) and as reasonably requested by the IOC.

29.3. In accordance with §19.1 above, the IOC shall be the exclusive owner of all rights including all Intellectual Property Rights on the Games Information Knowledge and Expertise, including all rights, titles and interests related thereto. The Host City, the Host NOC and/or the OCOG shall not provide or grant any rights in relation to such content to any third party without the express prior written approval of the IOC and are responsible for obtaining the necessary rights so that the IOC may exploit or authorise third parties to exploit all such content, including after the Games. Further details regarding the obligations and processes mentioned in this §29 are contained in the “**HCC Operational Requirements - Games Management**”, “**HCC Operational Requirements - Communications**” and “**HCC Operational Requirements - Information and Knowledge Management**”.

30. Change management process

30.1. The Host City, the Host NOC and the OCOG recognise that, while the contents of the HCC Operational Requirements represent the current position of the IOC on such matters, such material may evolve as a result of policy, technological and other changes (some of which may be beyond the control of the parties to this HCC). Accordingly, the IOC reserves the right to amend or supplement such HCC Operational Requirements.

30.2. Subject to §30.3 below, the Host City, the Host NOC and the OCOG shall adapt to any amendments or supplements made by the IOC, subsequent to the end of the 130th IOC Session in Lima, to the HCC Operational Requirements (pursuant to §30.1), the Programme of the Games (pursuant to §16.1), the Olympic Charter (pursuant to §47.2) or the Games Delivery Plan (pursuant to §26.1), so that the Games will be organised in the best possible manner, as determined by the IOC.



- 30.3. In case any party to this HCC believes that any amendments or supplements made by the IOC pursuant to §30.2 above, result in material adverse effects on its financial rights or obligations, it shall so inform the IOC in writing within thirty (30) days of the IOC's issuance of any such amendment or change, demonstrating such material adverse effects. The IOC shall then negotiate with the concerned party in an effort to address such alleged material adverse effects in a mutually satisfactory manner. If the IOC and such concerned party are unable to reach a mutually agreeable resolution, the concerned party shall have the right to submit the matter to binding arbitration pursuant to §51.2 below.
- 30.4. Without limiting the effect of §30.2 and §30.3 above, the Parties agree that, within eighteen (18) months following the execution of the this HCC, they will discuss in good faith to determine processes and procedures applicable in case the Host City, the Host NOC and/or the OCOG propose changes to the content of the HCC Operational Requirements.

31. Cooperation with IOC suppliers and contractors

The IOC reserves the right to choose suppliers to cover one or more areas of the services and other requirements described in this HCC, including in the fields of broadcasting, support services to Rights-Holding Broadcasters and other media personnel at the Games and Games Technology. The OCOG hereby agrees to work with these suppliers to define, develop, implement, test and operate the appropriate solutions to ensure the best possible level of service and in particular a "state of the art" media coverage of the Games. The OCOG shall respect the terms of the agreements entered into between the IOC and these suppliers and, upon request of the IOC, assist the IOC in connection with the effective discharge by the IOC of its obligations under such agreements, including where appropriate, by entering into direct agreement with the applicable suppliers.

32. User databases

The OCOG shall ensure that, to the fullest extent permitted by applicable laws, all users' data collected and processed as well as all users' databases created, by or on behalf of the OCOG in relation to spectator experience, digital media and Olympic torch relay (as well as other OCOG areas addressed in the HCC Operational Requirements, if requested by the IOC) can be used by the IOC (and/or third parties authorized by the IOC), at no additional costs and without any requirement of further consent or authorisation by the concerned data subjects, for the promotion of the Olympic Movement including after the dissolution of the OCOG. The OCOG shall coordinate with the IOC and take all necessary measures to that effect, including in particular submit to the IOC for prior written approval all relevant privacy policies, terms of use or similar contractual terms.



V. KEY DELIVERABLES AND OPERATIONAL AREAS

33. Facilities, goods and services described in the HCC Operational Requirements

As part of their responsibility to ensure the successful planning, organising, financing and staging of the Games, the Host City, the Host NOC and the OCOG shall be responsible for providing, in accordance with §6 above, the facilities, goods and services described in the HCC Operational Requirements. In particular and without limiting the content of the HCC Operational Requirements, such facilities, goods and services include the following:

- a. provision of all Key Olympic Venues (including adequate and properly equipped sports competition venues and training venues, compliant with technical standards for each sport included in the Programme of the Games and commensurate with Olympic-level competition and the number of athletes expected to participate in the Games) and other venues as further described in the **"HCC Operational Requirements - Sport"** and the **"HCC Operational Requirements - Venues"**;
- b. organisation and holding of Test Events as further described in the **"HCC Operational Requirements – Games Management"** and other HCC Operational Requirements as may be applicable;
- c. provision of an Olympic Village(s) and other appropriate accommodations, services and facilities, reserved for the athletes, team officials and other team personnel, in accordance with the Olympic Charter and the specifications contained in the **"HCC Operational Requirements - Villages Management"** and the **"HCC Operational Requirements - Accommodation"**;
- d. provision of supplementary accommodation for accredited team officials and other team personnel not residing in the Olympic Village(s) and for other accredited persons, including all accredited media, in accordance with the financial responsibilities and other terms described in the **"HCC Operational Requirements - Media "**, the **"HCC Operational Requirements - Accommodation"** and the **"HCC Operational Requirements - Accreditation"**;
- e. provision of a safe, reliable and efficient system of transport, within the Host Country for accredited persons, as well support travel costs of certain categories of accredited persons, as further described in the **"HCC Operational Requirements - Transport"**, **"HCC Operational Requirements - Arrivals and Departures"**, **"HCC Operational Requirements – Accreditation"**, **"HCC Operational Requirements - NOC Services"** and **"HCC Operational Requirements - Sport"**;
- f. provision of certain facilities and services to support OBS and Right-Holding Broadcasters, as well as to the written and photographic press at the Games, as described **"HCC Operational Requirements - Media "** and in the Broadcasting Cooperation Agreement;
- g. development of domestic commercial programmes in accordance with the terms of the Marketing Plan Agreement and the **"HCC Operational Requirements – Business Development"**;
- h. protection of the Olympic brand, the rights of the IOC described in §19 and the exclusive rights granted to Olympic stakeholders (e.g. Olympic Marketing Partners, Rights-Holding Broadcasters) in accordance with the **"HCC Operational Requirements – Rights Protection"** and **"HCC Operational Requirements - Ceremonies"**;



Host City Contract 2024 - Principles

Games of the XXXIII Olympiad - Candidature Process 2024 - September 2015

- i. provision of certain services and facilities to Olympic Marketing Partners in accordance with the **"HCC Operational Requirements – Marketing Partners Services"**;
- j. production and delivery of OIACs to all persons entitled to them and provision of accreditation services under the direction of the IOC and as further described in the **"HCC Operational Requirements - Accreditation"**;
- k. development and implementation of a ticketing programme for the Games and provision of related facilities, goods and services as further described in the **"HCC Operational Requirements – Ticketing"**;
- l. provision of Games Technology, and related services and facilities, in accordance with the **"HCC Operational Requirements – Technology"**;
- m. provision of a secure, reliable and resilient energy supply for all aspects of Games delivery and operations, in accordance with the **"HCC Operational Requirements – Energy"**;
- n. provision of an adequate insurance coverage in respect of all risks associated with the planning, organising, financing, staging of the Games, as further described in the **"HCC Operational Requirements - Finance"**;
- o. organisation of the Opening and Closing Ceremonies of the Games and other Olympic-related ceremonies, as further described in the **"HCC Operational Requirements – Ceremonies"**;
- p. production and distribution of medals, including Olympic winners' medals and commemorative medals and implementation of other Games protocol elements, in accordance with the **"HCC Operational Requirements - Protocol"**;
- q. provision, in coordination with the competent Host Country Authorities, of medical and health services related to the Games, including the implementation of all necessary and appropriate medical and health service measures in accordance with **"HCC Operational Requirements - Medical Services"**;
- r. organisation and delivery of a programme of anti-doping controls, under the authority of the IOC, in accordance with the **"HCC Operational Requirements - Medical Services"**;
- s. organisation of various meetings in the period leading up to, and during the Games, including the IOC Session in accordance with the terms, and financial responsibilities set forth in the **"HCC Operational Requirements – Games Management"** and **"HCC Operational Requirements - Olympic Family and Dignitary Services"**;
- t. organisation of the Olympic torch relay in accordance with the **"HCC Operational Requirements - Olympic Torch Relay"**;
- u. organisation and presentation of a programme of cultural events in accordance with the requirements set forth in the **"HCC Operational Requirements – Cultural Olympiad"** and of an education programme, as further described in the **"HCC Operational Requirements –Education Programme"**; and
- v. development of a Look of the Games programme as further described in the **"HCC Operational Requirements - Brand, Identity and Look of the Games"**.



VI. PARALYMPIC GAMES

34. Organisation of the 2024 Paralympic Games

- 34.1. The 2024 Paralympic Games shall be organised by the OCOG approximately two weeks following the conclusion of the Games and in accordance with the relevant provisions contained in the HCC Operational Requirements and the agreement to be concluded between the IOC and the IPC with regards to the 2024 Paralympic Games (the “**IOC/IPC Agreement**”). The services provided to the participants in the 2024 Paralympic Games should be based upon similar principles to those applicable to the Games. The planning of the 2024 Paralympic Games should be integrated by the OCOG from the early planning stages of the Games and the Parties agree that subject to any further details provided in the HCC Operational Requirements in relation to the 2024 Paralympic Games, §15, §17, §18, §20, §21, §22 and §25.1 above apply *mutatis mutandis* to the planning, organising, financing and staging of the 2024 Paralympic Games, as may be reasonable in the circumstances.
- 34.2. The OCOG, along with the IPC, shall assume the responsibility for the planning, organising, financing and/or staging of the 2024 Paralympic Games. Should there be any dispute between the IPC and the OCOG pursuant to this HCC or pursuant to the IOC/IPC Agreement which is unable to be resolved between the OCOG and the IPC, such dispute shall be submitted to the IOC Executive Board for a final, non-appealable resolution. Similarly, should any issue of concern be raised by the IOC Executive Board because of a potential impact on the organisation of the Olympic Games, which is unable to be resolved between the IOC, the IPC and/or the OCOG, such issue shall be addressed in accordance with the decision of the IOC Executive Board. The IOC assumes no responsibility of any kind with respect to or deriving from any aspects of the planning, organising, financing and/or staging of the 2024 Paralympic Games.

NOTE: This section remains subject to the agreement to be concluded between the IOC and the IPC regarding the 2024 Paralympic Games. Pursuant to this, the final version of the HCC Principles will include a financial compensation to be paid by the OCOG to the IPC in consideration for certain commercial rights to be granted by the IPC to the OCOG. Until communication by the IOC of the terms of the IOC/IPC Agreement regarding the 2024 Paralympic Games, Candidate Cities should note that, pursuant to the IOC/IPC Agreement for the 2020 Paralympic Games, such financial compensation is of an amount of USD 15'000'000 (fifteen million United States dollars).



VII. MISCELLANEOUS

35. Validity of agreements

35.1. The Host City, the Host NOC and the OCOG hereby agree to the following:

- a. the legal validity and effectiveness of all the agreements entered into by them, directly or indirectly concerning the Games or the IOC's moral, material, intellectual property and other rights, are subject to the prior written approval of the IOC, it being understood that the IOC may decide to waive its right to approve certain categories of agreements; and
- b. the OCOG shall submit to the IOC for its prior written approval, standard clauses to be used in agreements concluded between the OCOG and third parties and shall ensure that all agreements that it concludes with third parties comply therewith. Any changes to the approved standard clauses must be submitted to the IOC for its prior approval.

35.2. All agreements entered into by the Host City, the Host NOC and/or the OCOG having any effect upon such party's financial responsibility(ies) with respect to the Games shall be submitted to the IOC for its prior approval.

36. Measures in case of non-compliance with the HCC

36.1. In case, due to any cause directly or indirectly attributable to the Host City, the Host NOC and/or the OCOG in the performance or non-performance of their obligations pursuant to this HCC, the Games do not take place in the Host City as contemplated herein, any and all amounts held in the General Retention Fund, including interests, shall be retained by the IOC, without further notice for its own account as liquidated damages, without prejudice to any additional claim by the IOC for specific performance or any other compensation, as the case maybe.

36.2. In the event of any non-compliance by the Host City, the Host NOC or the OCOG with any of their obligations pursuant to this HCC, including any failure to comply with any deadline included in the Games Delivery Plan, the IOC shall be entitled to take any or several of the following measures:

- a. retain all amounts held in the General Retention Fund;
- b. withhold all or any portion of any payment due, or grant to be made, to the OCOG pursuant to this HCC, including without limitation in relation to §8 and §9 above;
- c. keep any and all amounts retained or withheld, including interest, as liquidated damages;
- d. set-off any and all of its obligations pursuant to this HCC against any claim against the Host City, the Host NOC and/or the OCOG for any damages resulting from any non-compliance by any such party(ies), or any sums held in the General Retention Fund or otherwise withheld pursuant to this §36.2; and
- e. after giving a reasonable notice, perform any obligation that the Host City, the Host NOC and/or the OCOG have failed to perform in accordance with this HCC, at the cost of the Host City, the Host NOC or the OCOG.

36.3. The IOC shall be entitled to exercise its right to withhold amounts pursuant to §36.1 and §36.2 above for so long as any non-compliance has not been remedied in full, through compliance or payment of damages, in each case as determined by the IOC.



36.4. Following the conclusion of the Games, after presentation of the final accounting by the OCOG and the resolution of any outstanding disputes which affect the IOC, all amounts then held in the General Retention Fund or otherwise withheld (in each case to the extent not previously applied by the IOC in satisfaction of obligations of the OCOG and/or the Host City to the IOC or otherwise applied as liquidated damages), shall be released to the OCOG.

36.5. All measures listed in this §36 shall be without prejudice of any other right and recourse of the IOC pursuant to this HCC or otherwise, including the IOC's right to claim for specific performance of the obligations and/or compensation for any damages incurred pursuant to §37 below.

37. Indemnification and waiver of claims

37.1. Subject to §37.5 below, the Host City, the Host NOC and the OCOG shall indemnify, defend and hold harmless all IOC Indemnitees from all payments and other obligations in respect of any damages, claims, actions, losses (including loss of revenue), costs, expenses (in particular, outside counsel fees and expenses) or other liabilities of any nature, incurred directly or indirectly as a consequence of:

- a. any act or omission of the Host City, the Host NOC and/or the OCOG and their respective officers, members, directors, employees, consultants, agents, contractors, other representatives, relating to the Games and/or this HCC;
- b. any claim in respect of taxes owed in situations described in §22.3 or §22.4 above;
- c. any claim by a third party arising from, or in connection with, a breach by the Host City, the Host NOC or the OCOG of any provision of this HCC; or
- d. any claim by a third party arising from, or in connection with any infringement by the Host City, the Host NOC and/or the OCOG of any Intellectual Property Rights of such third party.

37.2. No admission of liability will be made by any IOC Indemnitee for damages to be paid to third parties arising from claims made against such IOC Indemnitee in connection with the events described in §37.1 above. In such case, the IOC shall permit the Host City, the Host NOC and/or the OCOG to manage the defence of the claim made by such third party against the relevant IOC Indemnitee provided that the Host City, the Host NOC and/or the OCOG acknowledge:

- a. the right of the relevant IOC Indemnitee of continued participation in such a claim; and
- b. that the relevant IOC Indemnitee may decide, without this affecting the Host City's, the Host NOC's and/or the OCOG's obligations hereunder, not to pursue and/or implement the strategy recommended by the Host City, the Host NOC and/or the OCOG for such a defence if the IOC Indemnitee considers that such strategy may adversely affect its interests.

37.3. Subject to §37.5 below, the Host City, the Host NOC and the OCOG hereby waive any claims against all IOC Indemnitees, including for all costs resulting from all acts or omissions of such IOC Indemnitees relating to the Games, as well as in the event of any performance, non-performance, breach or termination of this HCC by the IOC.



37.4. The provision by the IOC of any approval or consent under this HCC shall in no way relieve the Host City, the Host NOC and/or the OCOG, as applicable, from third party liability or otherwise derogate from or impair such party's indemnification obligations set forth in this §37. The IOC may call the Host City, the Host NOC and/or the OCOG before any court of law where the IOC is sued, irrespective of the arbitration clause provided for in §51.2 below.

37.5. The indemnification and waiver of claims pursuant to this §37 shall not apply with regards to any damage, loss or claim directly caused by the wilful misconduct or gross negligence of any IOC Indemnitee.

38. Termination

38.1. Unless terminated in accordance with §38.2 below, the HCC shall end upon receipt by the Host City, the Host NOC and the OCOG of the IOC's written confirmation that all obligations of the Host City, the Host NOC and the OCOG deriving from this HCC have been performed.

38.2. The IOC shall be entitled to terminate this HCC and to withdraw the Games from the Host City, the Host NOC and the OCOG if:

- a. the Host Country is at any time (whether before the scheduled commencement of the Games or during the Games) in a state of war, civil disorder, boycott, embargo decreed by the international community or in a situation officially recognised as one of belligerence or if the IOC has reasonable grounds to believe that the safety of participants in the Games would be seriously threatened or jeopardised for any reason;
- b. any material Candidature Commitment of any Host Country Authority is not respected;
- c. the Games are not celebrated during the year 2024; or
- d. there is a violation by the Host City, the Host NOC or the OCOG of any material obligation pursuant to this HCC or under any applicable law.

38.3. Should the IOC elect to terminate this HCC and withdraw the Games, it shall (provided there is no need for urgent action, as determined by the IOC) proceed as follows:

- a. if the IOC determines that a termination event set forth in §38.2 above has occurred, is occurring or is reasonably likely to occur, it shall be entitled to put the Host City, the Host NOC and the OCOG, jointly and/or severally, on notice, by registered mail, email (with confirmation copy sent by registered mail) or special courier with acknowledgement of receipt, and to call upon any or all of such parties to remedy or cause to be remedied the contingency(ies) specified by the IOC within sixty (60) days of the date of such notice provided, however, that if, on the day on which such notice is sent by the IOC, the period remaining until the date of the scheduled commencement of the Games is less than one hundred and twenty (120) days, the above-mentioned sixty (60) days deadline shall be reduced to one half of the number of days running from the date on which such notice is sent until the date of the scheduled commencement of the Games; and
- b. if, following a notice served in accordance with §38.3(a) above, the contingency(ies) ascertained by the IOC has (have) not been remedied to the reasonable satisfaction of the IOC within the deadline set forth in the said §38.3(a) above, the IOC shall then be entitled, without further notice, to withdraw immediately the organisation of the Games from the Host City, the Host NOC and the OCOG and to terminate this HCC with immediate effect.



38.4. Termination of this HCC by the IOC shall be without prejudice to the IOC's right to claim any and all damages pursuant to §37.1 above and any other available rights and remedies.

39. Confidentiality

Each of the parties hereto undertake to keep confidential all data, documents and information provided to such party by any other party in connection with the negotiation, execution and performance of this HCC, subject to the following terms and conditions:

- a. each of the Parties shall have the right to publicly disclose all documents and commitments forming part of this HCC, as listed in §1.1 above, or otherwise communicate their content to third parties;
- b. each of the Parties shall have the right to disclose any data, documents and information referred to in, or otherwise related to, this HCC
 - i. to the extent that such disclosure is necessary for financial, legal or governmental proceedings; and
 - ii. after notifying the other Parties in writing, in a timely manner, of such intended disclosure and providing details in relation to the concerned financial, legal or governmental proceedings; and
- c. each of the Parties shall have the right to make a limited disclosure of any data, documents and information referred to in, or otherwise related to, this HCC, on a need-to-know basis, to its affiliates, licensees, suppliers, contractors or other persons, where necessary to enable it to exercise its rights hereunder and provided that all such persons or entities to whom disclosure is made agree in writing to respect this §39.

40. Delegation by the IOC

The IOC may delegate authority for the implementation of this HCC to such person(s) or entity(ies) as it may designate from time to time.

41. Assignment by the Host City, the Host NOC or the OCOG

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

42. Unforeseen or undue hardship

Should any provision of this HCC give rise to undue hardship affecting the OCOG, which could not reasonably have been foreseen at the date of execution hereof, the OCOG may request the IOC to consider such changes as may be reasonable in the circumstances, provided that the IOC shall not be obligated to make any such changes.

43. Relationship of the Parties

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

44. Non-waiver

44.1. A waiver of any provision of this HCC or any breach thereof in one instance shall not be construed as a waiver of that provision or breach thereof in the future.



- 44.2. Other than as may be expressly stated in this HCC, all rights and remedies of parties are cumulative and not in limitation or restriction of any other right or remedy.

45. Unenforceability of a provision

The determination that any provision of this HCC is void, invalid or unenforceable shall not affect this HCC, all of said provisions being inserted conditionally on their being considered legally valid, and this HCC shall be construed and performed in all respects as if such void, invalid or unenforceable provisions were omitted insofar as the primary purpose of this HCC is not frustrated.

46. Languages

- 46.1. All information and documentation produced in relation to the planning, organising, financing and staging of the Games (e.g. publications, signage) shall be in English and French, the official languages of the IOC, unless expressly provided otherwise in writing by the IOC.
- 46.2. All information and documentation submitted to the IOC pursuant to this HCC shall be submitted in English and French. The IOC may agree to a summary in English and/or French, as the case may be. All agreements requiring the approval of the IOC must be submitted to the IOC in at least English or French and, insofar as the IOC is concerned, the English or French version shall prevail.
- 46.3. The Parties may make translations of this HCC but, in case of any conflict or discrepancy, the English version of this HCC shall prevail.

47. Olympic Charter

- 47.1. For the purposes of this HCC, all references to the Olympic Charter mean references to the Olympic Charter in force upon the conclusion of the 130th Session in Lima, including its Rules and Bye-Laws.
- 47.2. Notwithstanding §47.1 above, the IOC reserves the right to amend the Olympic Charter with respect to the governance of the Olympic Movement and for such purposes the version of the Olympic Charter which is amended from time to time shall prevail, provided, that if any such specific amendment or modification has a material adverse effect on the financial rights or obligations of the Host City, the Host NOC or the OCOG hereunder, the mechanism described in §30.3 above shall apply.

48. Authorisation of signatories

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

49. Headings

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



50. Interpretation

Unless the context implies otherwise, words importing the singular number only shall include plural and vice versa and words importing the masculine gender shall include the feminine gender and words importing persons shall include firms, associations, partnerships, limited liability companies and corporations and any other entity and vice versa. As used in this HCC, the term “including” (or variants of such term) shall be deemed to be followed by the term “but not limited to”.

51. Governing law and arbitration

51.1. This HCC is governed by Swiss law without application of principles of conflicts of law thereof.

51.2. Any dispute concerning the validity, interpretation or performance of this HCC shall be determined conclusively by arbitration, to the exclusion of the ordinary courts of Switzerland, of the Host Country or of any other country; it shall be decided by the Court of Arbitration for Sport in accordance with the Code of Sports-Related Arbitration of the said Court. The arbitration shall take place in Lausanne, in the Canton of Vaud, Switzerland. If, for any reason, the Court of Arbitration for Sport denies its competence, the dispute shall then be determined conclusively by the ordinary courts in Lausanne, Switzerland.

51.3. The Host City, the Host NOC and the OCOG hereby expressly waive the application of any legal provision under which they may claim immunity against any lawsuit, arbitration or other legal action which is either:

- a. initiated by the IOC or any other IOC Indemnitee;
- b. initiated by a third party against the IOC or any other IOC Indemnitee; or
- c. initiated in relation to the commitments undertaken by the Host Country Authorities.

Such waiver shall apply not only to the jurisdiction but also to the recognition and enforcement of any judgment, decision or arbitral award.

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



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

THE INTERNATIONAL OLYMPIC COMMITTEE

Per: _____

Per: _____

Thomas BACH
President

Ser Miang NG
Chairman, Finance Commission

THE CITY OF _____

Per: _____

Per: _____

[Name]

[Name]

[Function]

[Function]

THE NATIONAL OLYMPIC COMMITTEE OF _____

Per: _____

Per: _____

[Name]

[Name]

[Function]

[Function]



APPENDIX 1 - LIST OF DEFINED TERMS

Unless otherwise defined in the HCC, or the Olympic Charter, the capitalized terms used in the HCC shall have the meaning set forth below:

Broadcast Agreements	means agreements concluded in relation to Games Broadcast, Coverage and Exhibition, as further defined in §25.2
Broadcasting Cooperation Agreement	means the agreement entered into between the OCOG and OBS, as further defined in §25.2 and §25.3
Candidature Commitments	means all guarantees, representations, statements, and other commitments contained in the Host City's candidature documentation, as well as other undertakings executed or commitments made to the IOC, either in writing or orally by the City's candidature committee, the Host City, the Host NOC or the Host Country Authorities, or in statements made by or on behalf of the Host City, the Host NOC or any Host Country Authority and contained in the IOC Evaluation Commission report (as approved by the Host City and the Host NOC)
Ceremonies	means all Olympic-related ceremonies, including, without limitation, the Opening Ceremony of the IOC Session upon the occasion of the Games, the National Olympic Committees' Team Welcome ceremonies at the Olympic Village(s), the Opening and Closing Ceremonies of the Olympic Games and the Victory Ceremonies, as further defined in the " HCC Operational Requirements – Ceremonies "
Coordination Commission	means the commission further described in §27 and in the Olympic Charter
Games	means the Games of the XXXIII Olympiad 2024
Games Broadcast, Coverage and Exhibition	means the distribution, exhibition, broadcast, transmission, retransmission, display, projection or performance of an audio or audio-visual programme of the Games (including any competition included in the Programme of the Games, any Ceremony and/or any other Games-Related event), by means of all forms of broadcast and exhibition media now or hereafter existing (e.g. downloading or streaming, IPTV, home video, video-on-demand, mobile platform rights, television, theatrical, closed-circuit, etc.)
Games Delivery Plan	has the meaning defined in §26.1(b)
Games Foundation Plan	has the meaning defined in §26.1(a)
Games Information Knowledge and Expertise	has the meaning defined in §29.2
Games-Related Properties	means all graphic, visual, artistic and intellectual works or creations, developed by or on behalf of or for the use of the Host City's candidature committee, the Host City, the Host NOC and/or the OCOG with respect to the Games, including, without limitation, the following elements: <ul style="list-style-type: none"> - emblems and mascots, pictograms, official posters, designs (including Olympic torch, coins, banknotes, stamps and moulds related thereto) and all audio-visual, graphic and three-dimensional representations thereof; - Olympic winners and commemorative medals, badges (including any designs and moulds relating thereto) and diplomas; - official documents and publications; - domain names; - musical works; - photographs and moving images, and multi-media works; and - the Official Film



Host City Contract 2024 - Principles

Games of the XXXIII Olympiad - Candidature Process 2024 - September 2015

Games Technology	means certain technology devices, systems and processes, now existing or hereafter devised, used in the planning, organising and staging of the Games, and including, inter alia: <ul style="list-style-type: none"> a. technology infrastructure, such as telecommunications wired and wireless networks, data centres, telecommunications equipment (radios, telephones, etc.), networking equipment, computing infrastructure (PCs, servers, handheld devices, etc.), timing, measuring and scoring systems, display systems, public address systems, televisions, photocopiers, fax machines, photographic equipment and developing laboratories; and b. information systems, hardware and software, deployed over such technology infrastructure, the Internet or mobile platforms
General Retention Fund	has the meaning defined in §8.2(c)
Host City	means the City of [], host city of the Games
Host City Contract (HCC)	has the meaning defined in §1.1
Host Country	means the country where the Host City and the Host NOC are situated
Host Country Authorities	means the Government of the Host Country and/or any other national, regional or local authority of the Host Country (including for clarity, all authorities part of the Host City administration)
Host NOC	means the National Olympic Committee of []
International Federations (IFs)	means international sports federations, as further defined in the Olympic Charter
Intellectual Property Rights	means and includes all <ul style="list-style-type: none"> a. copyright, patents, database rights and rights in trademarks, designs, know-how and confidential information (whether registered or not); b. applications for registration and the right to apply for registration for any of these rights; c. all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world; and d. all renewals, reversions and extensions thereof
International Broadcast Centre (IBC)	means the broadcast centre as further defined in the “ HCC Operational Requirements – Media ”
International Programme	has the meaning defined in §24.4
IOC	means the International Olympic Committee, an international non-governmental, non-profit organisation, constituted in the form of an association and recognised by the Swiss Federal Council, domiciled at Château de Vidy 1007 Lausanne, Switzerland, with federal registration number CH-106.029.126
IOC Controlled Entities	means OBS, OCS, IOC Television & Marketing Services SA, the Olympic Foundation for Culture and Heritage and any other entity, existing at the time of execution of the HCC or subsequent thereto, owned and/or directly or indirectly controlled by the IOC, including all their subsidiaries and affiliates
IOC Indemnitees	means the IOC, all IOC Controlled Entities and their respective officers, members, directors, employees, consultants, agents, attorneys, contractors (including IOC Marketing Partners and Rights-Holding Broadcasters)
IOC/IPC Agreement	means the agreement concluded between the IOC and the IPC in relation to the 2024 Paralympic Games, as further defined in §34
IOC Marketing Partners	all companies having been granted rights by the IOC as part of the International Programme, as defined in §24.4
Joint Marketing Programme	commercial programme formalised through the Joint Marketing Programme Agreement, creating a unified marketing structure for Olympic marketing within the Host NOC’s territory for the Olympic Games, combining all of the marketing and commercial rights of the Host NOC and the OCOG, in order to safeguard the OCOG’s revenue generating ability.



Joint Marketing Programme Agreement (JMPA)	has the meaning defined in §24.1
Key Olympic Venues	means and includes <ul style="list-style-type: none"> - all competition venues; - Olympic Village(s); - International Broadcast Centre (IBC), (Main Press Centre (MPC) and other zone Media Centres (i.e. Mountain Media Centre, when relevant); - ceremony stadium(s) and Medal Plaza(s) (when relevant); - Olympic Family hotel(s), at least the main one(s); - Accommodation Villages (when relevant); - Olympic Park(s) and major common domain(s) (when relevant); and - airport(s) and other major points of arrivals and departures (when relevant)
Marketing Plan Agreement (MPA)	has the meaning defined in §24.2
National Olympic Committees (NOCs)	means the National Olympic Committees (including for clarity the Host NOC) as this term is defined in the Olympic Charter
OBS	means Olympic Broadcasting Services SA, a Swiss company limited by shares, domiciled at Château de Vidy 1007 Lausanne, Switzerland and registered under federal number CHE-110.055.196, including its subsidiaries and affiliates
OCOG	means the Organising Committee for the Games as further detailed in §3
OCOG Marketing Partners	means all companies having been granted rights by the OCOG in conformity with the Marketing Plan Agreement
OCOG Marks	means all Games-Related Properties subject to trademarks or design registrations, in particular the "CITY + 2024" identification of the Games, the OCOG Emblem, the OCOG mascot(s), the distinctive elements of the Look of the Games.
OCS	means Olympic Channel Services SA, a Swiss company limited by shares, domiciled at Château de Vidy 1007 Lausanne, Switzerland and registered under federal number CHE-196.161.596 including its subsidiaries and affiliates
Official Film	means an official motion picture of the Games, to be produced in accordance with the " HCC Operational Requirements – Information Knowledge Management "
Official Timekeeper	means the official provider of timing and scoring services of the Games appointed by the IOC and its sub-contractors
OIAC	means the Olympic Identity and Accreditation Card as defined in §18.1
Olympic Channel	a multimedia channel operated by OCS for the promotion of the Olympic Movement
Olympic Foundation for Culture and Heritage	means a private independent foundation of Swiss law, founded by the IOC, domiciled at Quai d'Ouchy 1 Lausanne. Switzerland and registered under the federal registration number CHE-107.512.951
Olympic Games	means the Games of the Olympiad and the Olympic Winter Games, as further defined in the Olympic Charter
Olympic Marketing Partners	means IOC Marketing Partners and OCOG Marketing Partners
Olympic Village	has the meaning defined in the " HCC Operational Requirements – Village(s) Management " and the Olympic Charter
Rights-Holding Broadcasters (RHBs)	means companies, unions or pools which have acquired from the IOC the Games Broadcast, Coverage and Exhibition rights, within a territory(ies) during a given period of time, including without limitations, media subsidiaries and permitted sublicensees of such entities
Test Events	means athletic competitions organized before the scheduled commencement of the Games for each sport (including all disciplines) included in the Programme of the Games, in order to test venues and operations



APPENDIX 2 - CHAPTERS OF THE HCC OPERATIONAL REQUIREMENTS

The following chapters of the HCC Operational Requirements are in force on the day of execution of the Host City Contract and are referred to in the following provisions of the HCC Principles.

HCC Operational Requirements chapters	Referred to in the following §(s) of the Host City Contract Principles
Accommodation	33
Accreditation	33
Arrivals and Departures	33
Brand, Identity and Look of the Games	33
Business Development	24, 33
Ceremonies	19, 33
City Activities and Live Sites	-
City Operations	-
Communications	29
Cultural Olympiad	33
Digital Media	-
Energy	33
Finance	10, 22, 26, 28, 29, 33
Food and Beverage	-
Games Management	26, 27, 28, 29, 33
Information and Knowledge Management	29
Language Services	-
Marketing Partner Services	24
Media	25.2, 33
Medical Services	33
NOC Services	33
Olympic Family and Dignitary Services	33
Olympic Torch Relay	33
People Management	-
Protocol	33
Rights Protection	19, 23, 24, 33
Sport	33
Sustainability and Olympic Legacy	15
Technology	33
Ticketing	33
Transport	33
Venues	33



HCC Operational Requirements chapters	Referred to in the following §(s) of the Host City Contract Principles
Villages Management	33
Wayfinding Signage	-

