



International
Olympic
Committee

OLYMPIC HOST CONTRACT

PRINCIPLES

GAMES OF THE XXXV OLYMPIAD 2032



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OLYMPIC HOST CONTRACT – PRINCIPLES

Games of the XXXV Olympiad 2032

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OLYMPIC HOST CONTRACT 2032 – PRINCIPLES

executed in Tokyo on the 21st day of July 2021

BETWEEN

THE INTERNATIONAL OLYMPIC COMMITTEE

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

AND

THE BRISBANE CITY COUNCIL

represented by Cr Adrian SCHRINNER, duly authorised for all purposes hereof (the "**Host City**")

AND

THE STATE OF QUEENSLAND

represented by the Honourable Annastacia PALASZCZUK MP, duly authorised for all purposes hereof

(the "**Host State**")

AND

THE AUSTRALIAN OLYMPIC COMMITTEE

represented by John COATES, AC, duly authorised for all purposes hereof (the "**Host NOC**")



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PREAMBLE

- A. **WHEREAS**, the Olympic Host Contract for the Games of the XXXV Olympiad 2032 (the “**Games**”) consists of the present “Olympic Host Contract 2032 – Principles”, including all appendices thereto (the “**OHC – Principles**”), and the other documents and commitments referred to in §1.1, in particular the “Olympic Host Contract – Operational Requirements” including all appendices thereto (the “**OHC – Operational Requirements**”) which describe the main deliverables and other obligations to be performed by the Host City, the Host State (collectively, whether they are acting jointly or separately, the “**Hosts**”), the Host NOC and the Organising Committee of the Olympic Games (the “**OCOG**”), as part of their responsibility for planning, organising, financing and staging the Games and, subject to the terms of §35, the 2032 Paralympic Games (the “**Paralympic Games**”) (collectively, the “**Olympic Host Contract**” or “**OHC**”);
- B. **WHEREAS**, in accordance with 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 Hosts and the Host NOC have developed their project to host the Games so that the Games significantly contribute to the fulfilment of the Hosts’ long-term development plans and leave a positive legacy for the citizens of the Host Country;
- D. **WHEREAS**, it is the mutual desire of the IOC, the Hosts 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 and to contribute to the further development of sport and the Olympic Movement in the Host Country and throughout the world;
- E. **WHEREAS**, the IOC, the Hosts and the Host NOC are committed to ensure that the Games are organised in a manner which complies with the Olympic Charter, the IOC Code of Ethics and the United Nations Guiding Principles on Business and Human Rights;
- F. **WHEREAS**, the IOC, the Hosts and the Host NOC strive to place the Games at the forefront in the field of sustainability, including by delivering Games that are climate positive, thereby contributing to international efforts aligned with the objectives of the Paris Agreement on climate change;
- G. **WHEREAS**, the IOC, the Hosts and the Host NOC are committed to the conservation of biodiversity and cultural heritage and the Host Country Authorities have undertaken to ensure that no permanent Olympic construction occurs in statutory nature, cultural protected areas and World Heritage sites;
- H. **WHEREAS**, the IOC, the Hosts and the Host NOC recognize that it is of the utmost importance to protect athletes against doping, and to act in accordance with the provisions of the World Anti-Doping Code published by the World Anti-Doping Agency;
- I. **WHEREAS**, the IOC, the Hosts and the Host NOC acknowledge the importance of Olympic Agenda 2020, Olympic Agenda 2020 + 5 as well as of any subsequent editions adopted by the IOC and of the recommendations contained therein, and intend to cooperate in view of reducing the costs and complexity of organising the Games by implementing the measures recommended in the “Olympic Games: the New Norm” report as adopted by the IOC at its 132nd Session in February 2018;
- J. **WHEREAS**, the IOC, the Hosts and the Host NOC acknowledge the importance of ensuring the fullest possible broadcast and other media coverage of the Games and the widest possible audience for the Games and of cooperating with the IOC, the host broadcaster of the Games (OBS) and Rights-Holding Broadcasters to attain these objectives;



- K. **WHEREAS**, the IOC's commercial programme, further described in §24.7 and referred to as the "**International Programme**", is an essential source of financial revenues and value-in-kind support for the Olympic Games and the Olympic Movement in general and accordingly, all other commercial programmes developed in relation to the Games are intended to complement the International Programme;
- L. **WHEREAS**, through the various rights and entitlements conferred as part of the Contribution of the IOC to the success of the Games as defined herein, the IOC will provide an essential assistance to the Hosts, the Host NOC and the OCOG in their task of planning, organising, financing and staging the Games;
- M. **WHEREAS**, the Paralympic Games (in general) represent for athletes with an impairment the ultimate international multi-sport competition that reflects the highest standards of athletic excellence and diversity and it is the mutual desire of the IOC, the Hosts and the Host NOC that the Paralympic Games be organised by the OCOG, along with the International Paralympic Committee (the "**IPC**") and, to the extent relevant, the National Paralympic Committee in the Host Country, in accordance with the relevant provisions contained in the OHC and the relevant principles derived from the agreement concluded between the IOC and the IPC with regards to the Paralympic Games (the "**IOC/IPC Agreement**");
- N. **WHEREAS**, the IOC has taken note of, and has specifically relied upon, the undertakings of the Hosts and the Host NOC as well as of the government of the country in which the Hosts and the Host NOC are situated (the "**Host Country**") to respect the Olympic Charter;
- O. **WHEREAS**, in reliance upon the matters referred to above, the IOC has voted to elect the Hosts as the hosts of the Games and of the Paralympic Games, and has designated the Host NOC as the responsible National Olympic Committee for the Games;
- P. **WHEREAS**, the Olympic Charter requires the formation of an OCOG, which shall intervene as a party and adhere to the OHC, and the term "**Parties**", as used herein, shall refer collectively to the Hosts, the Host NOC, the OCOG and the IOC; and
- Q. **WHEREAS**, the Parties agree that the foregoing Preamble shall form an integral part of the OHC – Principles.

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



I. GENERAL RESPONSIBILITIES OF THE PARTIES

1. The Olympic Host Contract

- 1.1. The Olympic Host Contract (or OHC), as referred to herein, consists of the following documents and commitments, which are all binding upon the Parties and which, in case of any conflict or discrepancy, will apply in the following order of precedence:
 - a. The OHC – Principles (including all appendices which form an integral part thereof);
 - b. The OHC – Operational Requirements;
 - c. The Games Delivery Plan; and
 - d. The Pre-election Commitments.
- 1.2. The obligations of the Parties under the OHC shall be defined, first, by the terms of the OHC, second, by the terms of the Olympic Charter (in accordance with §48) and, third, by application of the principles of interpretation of Swiss law.
- 1.3. Unless otherwise defined, all capitalised terms used in the OHC shall have the meaning set forth in Appendix 1 to the OHC – Principles.
- 1.4. The Hosts, the Host NOC and the OCOG shall abide by all terms set forth in the OHC – Operational Requirements (as defined in Appendix 1) and, subject to §31.3, all updates, amendments and modifications thereto, irrespective of when updated, amended or modified. The chapters of the OHC – Operational Requirements in force on the day of execution of the OHC are listed in Appendix 2 to the OHC – Principles.

2. Right and responsibility to organise the Games

The IOC hereby entrusts the Hosts, the Host NOC and, in conformity with §3, the OCOG, with the planning, organising, financing and staging of the Games, in accordance with the terms of the OHC and the Olympic Charter.

3. Formation of the OCOG and adhesion by the OCOG to the OHC and related agreements

- 3.1. Within five (5) months following the execution of the OHC or at a later date mutually agreed in writing between the Parties, the Hosts 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 the OHC. The Hosts and the Host NOC shall keep the IOC 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 written approval.
- 3.2. The OCOG must include, among the members with full voting rights of its highest executive body, the IOC member (or members) in the Host Country, any IPC Governing Board members in the Host Country, the President and the Secretary General of the Host NOC, the President of the National Paralympic Committee of the Host Country, at least one athlete having competed for the Host Country in a recent edition of the Olympic Games and one athlete having competed for the Host Country in a recent edition of the Paralympic Games, at least one member representing, and designated by, the Host City, and at least one member representing, and designated by, the Host State. Consistent with the principles set forth in §13.2, the OCOG shall apply a policy of equal remuneration of men and women. The composition of the OCOG's highest executive body shall reflect fair representation of men and women.
- 3.3. The Hosts 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 the OHC as well as to the Broadcast Refund Agreement and the Joint Marketing Programme Agreement and adheres to all of their terms, so that all terms of the OHC, the Broadcast Refund Agreement and the Joint Marketing Programme Agreement relating to the OCOG and in particular all the rights, obligations, and



guarantees of the OCOG provided for in such agreements, are legally binding upon the OCOG as if it were an original party thereto. The Parties shall enter into legally binding joinder agreements to that effect and the Hosts and the Host NOC shall ensure that the OCOG executes and delivers to the IOC any further documents that may be necessary to effect or confirm the OCOG's adherence to the OHC, the Broadcast Refund Agreement and the Joint Marketing Programme Agreement.

- 3.4. The OCOG shall remain in good standing under the laws of the Host Country and the various documents governing its constitution throughout the duration of the OHC. Prior to the completion of its liquidation, the OCOG must ensure that it has taken and completed the following actions:
- a. satisfied all its financial and other obligations under the OHC;
 - b. completed all arrangements with the relevant Host Country Authorities and/or other third parties involved in the development, delivery and funding of the Games legacy plan further described in the “**OHC – Operational Requirements – Sustainability and Legacy**”;
 - c. prepared and delivered to the IOC, and where applicable to the IPC, all reports and other information to this effect and performed all assignments of rights or transfers of physical and intellectual property elements contemplated under the OHC; and
 - d. established an efficient procedure for handling any pending or potential legal disputes between the OCOG and any third party.
- 3.5. The creation of any subsidiary or other affiliated corporate entity, or the entry into any partnership, joint venture or similar legal structure by the Hosts, the Host NOC and/or the OCOG for the purpose of the performance of any of their obligations, or the exercise of any of their rights under the OHC, is subject to the IOC's prior written approval and to the following conditions:
- a. the Hosts, the Host NOC and/or the OCOG shall submit to the IOC all agreements and other contractual or legal documents relating to the formation and governance of such corporate entity or legal structure to the IOC for review;
 - b. through their ownership of capital stock, voting rights or any other means of control, the Hosts, the Host NOC and the OCOG shall give all instructions and take all measures as necessary in order to guarantee the compliance with the OHC by such corporate entity or legal structure. Where appropriate, the IOC may require that such corporate entity or legal structure enters into a legally binding instrument with the IOC to this effect; and
 - c. the Hosts, the Host NOC and the OCOG shall be jointly and severally liable, to the extent indicated in §4.1 and §4.2, for all acts and omissions of such corporate entity or legal structure.

4. Joint and several liabilities of the Hosts, the Host NOC and the OCOG

- 4.1. The Hosts, the Host NOC and the OCOG shall be jointly and severally liable for all their obligations, guarantees, representations and other commitments under the OHC, whether entered into individually or collectively. The joint and several liabilities of the Hosts, the Host NOC and the OCOG shall, 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 the OHC, including pursuant to §38.1.
- 4.2. Notwithstanding §4.1, the Host NOC will not be jointly liable with the Hosts and the OCOG for the financial undertakings of the Hosts and the OCOG in relation to the planning, organising, financing and staging of the Games except if, and to the extent that, this liability of the Host NOC was provided in any Pre-election Commitment.



5. Pre-election Commitments and other commitments made by Host Country Authorities

- 5.1. All Pre-election Commitments shall continue in effect after the election and be binding upon the Hosts, the Host NOC and the OCOG. The Hosts, the Host NOC and the OCOG are responsible to ensure that all Pre-election Commitments remain in effect until the completion of the Games and, where relevant, until the completion of the Paralympic Games, or for so long thereafter as required pursuant to the OHC or the Olympic Charter, without prejudice to any other obligations that may exist between the Parties.
- 5.2. The Hosts, the Host NOC and the OCOG are further responsible to ensure that:
- a. all Host Country Authorities and relevant third parties honour and enforce all Pre-election Commitments and all other commitments, guarantees and obligations they have undertaken in relation to the Games and, where applicable, to the Paralympic Games; and
 - b. all cities, regions or other third parties that are hosting events of the Games and/or of the Paralympic Games, perform and comply with the terms of the OHC and carry out their obligations related thereto under the supervision of the OCOG.
- 5.3. In case any event part of the Programme of the Games and/or of the Paralympic Games is organised in a country other than the Host Country:
- a. the obligations of the Hosts, the Host NOC and the OCOG under §5.2 shall extend to all commitments and obligations borne by relevant cities, regions, public authorities and relevant third parties in that other country;
 - b. where necessary to ensure the successful planning, organising, financing and staging of the Games, the provisions of the OHC referring to the Host Country, the Host NOC or the Host Country Authorities shall apply *mutatis mutandis* to the other country, or to the NOC or the authorities in the other country, as applicable and as may be reasonable in the circumstances. This shall include, without limitation, the following provisions of the OHC: respect of the Olympic Charter and promotion of Olympism (§13), sustainability and legacy (§15), security, health and safety (§17), betting and prevention of manipulation of competitions (§18), Olympic identity and accreditation card and rights related thereto (§20), entry and stay of Games-related personnel, animals and supplies (§21), taxes (§22), commercial programmes conducted in relation to the Games (§24) and broadcast and other media coverage of the Games (§25).
- 5.4. Nothing contained in a Pre-election Commitment or other guarantee, representation, statement or other commitment made by the Hosts, the Host NOC, or any Host Country Authority (or any city, region, NOC or authority of a country other than the Host Country pursuant to §5.3), or other relevant third party, which conflicts with any provision of the OHC shall be 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 Hosts and the IOC has expressly agreed, in writing, to accept any such conflict. Unless expressly provided to the contrary, nothing provided in the OHC shall be interpreted as limiting the scope, binding nature or effectiveness of any Pre-election Commitment.

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

- 6.1. Unless expressly stipulated otherwise in the OHC, all obligations of the Hosts, the Host NOC and/or the OCOG pursuant to the OHC shall be discharged at their expense.



- 6.2. In case of any obligation of the Hosts, the Host NOC and/or the OCOG pursuant to the OHC 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 the OHC and in any other relevant agreement or document referred to herein (e.g., Marketing Plan Agreement, Broadcasting Cooperation Agreement). Where the OHC 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 expense of the Hosts, the Host NOC and/or the OCOG and without any financial or other compensation to be paid or provided 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

7.1. In consideration of the Hosts, the Host NOC and the OCOG performing and complying with all their obligations under the OHC, 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), representing an overall estimated value of USD 1.800.000.000 (one billion, eight 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; and
- c. provide, in cooperation with IOC Controlled Entities, support and assistance to the OCOG, in particular in the manner described in §12(a).

7.2. Unless otherwise provided, all amounts provided herein are expressed in their value at the time of the Games.

8. Commercial rights and benefits

8.1. The Parties agree that - subject to the other terms and conditions of the OHC and in particular to the payment obligations to, and entitlements of, the IOC as provided in §24 - the OCOG shall have the following rights and entitlements in relation to the marketing, ticketing, hospitality 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;
- b. the right to retain the gross revenues generated from the ticketing programme and the hospitality programme pertaining to the Games;
- c. the right to retain a share of the proceeds from Olympic coin and banknote programmes of the Host Country (should any of these programmes be effectively implemented);
- d. the right to retain a share of the proceeds from the Olympic stamp programme of the Host Country (should any such programme be effectively implemented); and
- e. the right to receive a share of the net revenues from the International Programme, the amount of which to be determined by the IOC in its sole discretion.

8.2. With regard to §8.1(e), the Parties further agree that:

- 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 and without taking into account potential evolutions in the International Programme (including, without limitation, potential renegotiations or renewals of current agreements covering key product categories), the amount of the OCOG's share of the net revenues (including cash and value-in-kind) from the International Programme foreseen under §8.1(e), is currently estimated at USD 437.000.000 (four hundred thirty seven million United States dollars); and



- c. five percent (5%) of any sums of money or equivalent value-in-kind 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 apply against any amount due to the IOC by the Hosts, the Host NOC and/or the OCOG, including in accordance with §37.

- 8.3. Unless otherwise stated in the OHC, all rights and benefits granted to the OCOG under §8.1 shall expire on 31st December 2032.
- 8.4. 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 Hosts, 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 898.000.000 (eight hundred ninety-eight million United States dollars):

- a. the IOC shall determine 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, may result in the reimbursement by the IOC of certain amounts advanced by third parties in relation to the Games;
- c. the modalities applicable to the OCOG's obligations in relation to a possible reimbursement of this contribution to the IOC pursuant to §9(b) are further described in the Broadcast Refund Agreement executed between the IOC, the Hosts and the Host NOC prior to, or shortly after, the execution of the OHC, which the OCOG shall join, and to which it shall become a full party, within the timeline provided for in §3.3; and
- d. the IOC reserves the right (i) to adjust the amount of this contribution in case the actual revenues received by the IOC differ from the IOC's projections for such revenues at the time of the execution of the OHC, (ii) to reduce the amount of this contribution, in case the IOC does not receive the revenues referred to in Broadcast Agreements concluded in relation to the Games, and (iii) to withhold any payment of this contribution pursuant to §37.

10. **Right to retain a share of the surplus resulting from the celebration of the Games**

As further detailed in the “**OHC – Operational Requirements – Finance**”, any surplus resulting from the planning, organising, financing and staging of the Games shall be divided as follows:

- a. twenty percent (20%) to the Host NOC;
- b. sixty percent (60%) to the OCOG or, as determined by the IOC, to the Host Country Authorities or other third parties referred to in §3.4(b) to be used exclusively for the development, delivery and funding of the legacy plan defined pursuant to the “**OHC – Operational Requirements – Sustainability and Legacy**” and for the development of sport in the Host Country, as may be determined by the OCOG in consultation with the IOC, the Hosts and the Host NOC; and
- c. twenty percent (20%) to the IOC, to be used for the purposes indicated in §10(b) or otherwise in accordance with the Olympic Charter.

11. **Services to be provided by OBS**

OBS shall exercise, at the IOC's cost, all responsibilities of host broadcaster (in particular the production and distribution of the international broadcast signals) of the Games and, at the OCOG's costs and in accordance with the terms set forth in §35.3, of the Paralympic Games,



subject to the OCOG's obligations described in the "**OHC – Operational Requirements – Media**" and the Broadcasting Cooperation Agreement. For indicative purposes only, based on the experience of the IOC and OBS from previous editions of the Games of the Olympiad and without limiting OBS' exclusive right to determine the best manner in which to conduct the host broadcast operations, the fair market value of the services to be provided by the IOC and OBS for the Games pursuant to §11 (specifically excluding services related to the Paralympic Games pursuant to §35.3) is currently estimated at USD 340.000.000 (three hundred forty million United States dollars).

12. General assistance and transfer of knowledge activities

Without limiting any provision of the OHC, the IOC and IOC Controlled Entities shall assist the OCOG during its entire lifecycle through provision of guidance and information, based on the experience and knowledge accumulated during the organisation and staging of previous editions of the Olympic Games, including 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, including in particular the "Olympic Games Guides" issued by the IOC to assist the OCOG in the delivery of the 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 §30.1); 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 and legacy, creative productions, venue planning, ticketing, hospitality and business development, and cultural activities). Based on the experience of the IOC from previous editions of the Games of the Olympiad and without limiting the IOC's exclusive right to determine the best manner to conduct such activities, the fair market value of this assistance is currently estimated at USD 125.000.000 (one hundred twenty five million United States dollars).



III. CORE REQUIREMENTS

13. Respect of the Olympic Charter and promotion of Olympism

- 13.1. The Hosts, the Host NOC and the OCOG undertake to abide by the provisions of the Olympic Charter and the IOC Code of Ethics and agree to conduct their activities related to the organisation of the Games in a manner which promotes and enhances the fundamental principles and values of Olympism, as well as the development of the Olympic Movement. In the conduct of such activities, the Hosts, the Host NOC and the OCOG shall comply with all international agreements, laws and regulations applicable in the Host Country, in particular with regard to planning, construction, protection of the environment, health and safety, labour and working conditions and cultural heritage.
- 13.2. Pursuant to their obligations under §13.1, the Hosts, the Host NOC and the OCOG shall, in their activities related to the organisation of the Games:
- a. prohibit 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, disability or other status in particular, without limitation, by operating in conformity with and promoting the principles of diversity, inclusion and gender equality (in particular fair and equal gender portrayal);
 - b. protect and respect human rights and ensure any violation of human rights is remedied in a manner consistent with international agreements, laws and regulations applicable in the Host Country and in a manner consistent with all internationally-recognised human rights standards and principles, including the United Nations Guiding Principles on Business and Human Rights, applicable in the Host Country;
 - c. refrain from any act involving fraud or corruption, in a manner consistent with any international agreements, laws and regulations applicable in the Host Country and all internationally-recognised anti-corruption standards applicable in the Host Country, including by establishing and maintaining effective reporting and compliance; and
 - d. operate in conformity with, and promote, internationally recognized standards of good governance applicable in the Host Country.
- 13.3. The IOC, through its Coordination Commission referred to in §28, shall establish a reporting mechanism to address the obligations referred to in §13.1 and §13.2. The Hosts, the Host NOC and the OCOG shall implement the obligations referred to in §13.1 and §13.2 in compliance with the provisions of the “**OHC – Operational Requirements – Sustainability and Legacy**” as well as the “**OHC – Operational Requirements – Protection and Respect of Human Rights**”.
- 13.4. In order to facilitate the exchange of information and intelligence needed to preserve the integrity of the Games and to ensure the respect of the IOC Code of Ethics by accredited persons (including without limitation in relation to matters addressed in §18), the IOC will set up a joint integrity unit with the OCOG. The Hosts, the Host NOC and the OCOG shall assist the IOC by cooperating with Host Country Authorities to facilitate the operations of such unit, including by ensuring the necessary coordination with all relevant Host Country Authorities (sports betting authorities and/or law enforcement agencies).
- 13.5. 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, as further specified in the “**OHC – Operational Requirements – Protocol**”.

14. No inconsistent activities

The Hosts, the Host NOC and the OCOG hereby agree that:

- a. no major 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 jurisdiction of the Host City or in the jurisdiction of other local



government authorities within the Host State or the Host Country 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; and

- b. no negotiations shall take place nor agreements be entered into, having any connection with the Games, between the OCOG and any international or supranational organisation (whether governmental or non-governmental) without the prior written approval of the IOC.

15. Sustainability and Legacy

- 15.1. The Hosts, the Host NOC and the OCOG undertake to carry out all their Games-related activities in a manner that conforms with the IOC Sustainability Strategy and its five focus areas, namely infrastructure and natural sites, sourcing and resource management, mobility, workforce and climate and that ensures that the Games are climate positive.
- 15.2. Pursuant to their obligations under §15.1, the Hosts, the Host NOC and the OCOG shall in particular:
 - a. define, implement and communicate a comprehensive and integrated sustainability programme compliant with the provisions of the “**OHC – Operational Requirements – Sustainability and Legacy**”; and
 - b. with regard to direct and indirect greenhouse gas emissions from Games-related activities, take the following measures in order to deliver Games that are climate positive:
 - i. establish a measuring, monitoring and public reporting mechanism;
 - ii. identify and implement measures to reduce emissions in order to ensure that the Games carbon footprint remains within the carbon budget for the Games as communicated by the IOC prior to the election of the Hosts;
 - iii. compensate emissions to a level greater than the residual emissions, through carbon offset programmes agreed by the IOC; and
 - iv. collaborate with Host Country Authorities and other third parties to create further climate benefits for local communities.
- 15.3. In line with their Pre-election Commitments, the Hosts, the Host NOC and the OCOG shall maximise the use of existing and planned infrastructure in the Host Country (or, where relevant, outside the Host Country under the conditions set forth in the Olympic Charter) and consider temporary and demountable venues in all situations where new permanent venues are not supported by viable business plans and fulfilling long-term legacy needs of the Host Country, as further defined in the “**OHC – Operational Requirements – Venues**”. Where new permanent venues need to be constructed, the Hosts, the Host NOC and the OCOG shall ensure that they are not located in or adjacent to statutory nature, cultural protected areas or World Heritage Sites.
- 15.4. The Hosts, the Host NOC and the OCOG shall define, implement and communicate a legacy plan based on the Pre-election Commitments and further defined in accordance with the provisions of the “**OHC – Operational Requirements – Sustainability and Legacy**”. Consistent with the IOC Legacy Strategic Approach, the legacy plan shall aim at using sports to improve the health and well-being of citizens of the Host Country. The Parties shall agree in writing, among them and with the Host Country Authorities and other entities referred to in §3.4(b), on the conditions applicable to the funding, management and delivery of such legacy plan after the closing of the Games.

16. Programme of the Games

- 16.1. The “**Programme of the Games**” is the programme of all sports and events decided by the IOC for the Games. The IOC shall confirm the list of sports to be included in the Programme of the Games not later than seven (7) years before the scheduled commencement of the Games and the



- list of events to be included in the Programme of the Games, as well as the relevant quotas, not later than three (3) years before the scheduled commencement of the Games.
- 16.2. Prior to the decisions made by the IOC in accordance with §16.1, the Hosts, the Host NOC and the OCOG shall refer, for planning and indicative purposes, to the list of sports, the list of events, as well as the relevant quotas of the Games of the XXXIII Olympiad 2024 in Paris, however, excluding the sports included following a proposal made by the Paris 2024 Organising Committee for the Olympic and Paralympic Games. The Hosts, the Host NOC and the OCOG acknowledge that the list of sports, events and quotas referred to above may be complemented by the IOC, in particular as a consequence of the OCOG's prerogative in accordance with the Olympic Charter to propose to the IOC the inclusion of one or more additional events in the Programme of the Games. In this respect, the Hosts, the Host NOC and the OCOG are invited to refer to the sports, events and quotas added to the programme of the Games of the XXXIII Olympiad 2024 in Paris upon proposal of the Paris 2024 Organising Committee for the Olympic and Paralympic Games, as a relevant indicator of such potential complements.
 - 16.3. The IOC reserves the right to make changes to the Programme of the Games, at any time, subsequent to the dates mentioned in §16.1, as the IOC may consider being in the best interests of the Games, in consultation with the OCOG and the relevant International Federations.
 - 16.4. The Hosts, the Host NOC and/or the OCOG shall implement any decision made by the IOC regarding the Programme of the Games pursuant to this §16. In case the Hosts, the Host NOC and/or the OCOG consider that the Programme of the Games as decided by the IOC causes a material adverse effect on their financial rights or obligations when compared to the full programme of the Games of the XXXIII Olympiad 2024 in Paris as referred to in §16.2, the consequences described in §31.3 shall apply.
 - 16.5. 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 of the Games, shall be decided by the IOC in consultation with the OCOG.
- 17. Security, health and safety**
- 17.1. The responsibility for all aspects of security in relation to the Games (including the financial, planning and operational aspects thereof) lies with Host Country Authorities, which shall take all necessary measures in order to guarantee the secure and peaceful celebration of the Games, including to efficiently prevent and address any type of physical or cyber security threats related to the Games (concerning without limitation accredited persons and all Games-related information and telecommunication services and infrastructure).
 - 17.2. The Hosts, the Host NOC and the OCOG shall support Host Country Authorities and coordinate with them to ensure the fulfilment of §17.1. If required in order to guarantee the secure and peaceful celebration of the Games, the Hosts, the Host NOC and the OCOG shall take further measures (such as the deployment of relevant authorities responsible for security, law enforcement and private security contractors) to complement those implemented by Host Country Authorities. The Hosts, the Host NOC and the OCOG shall develop a cyber security strategy in accordance with the provisions of the "**OHC – Operational Requirements – Technology**".
 - 17.3. The Hosts, the Host NOC and the OCOG shall cooperate with Host Country Authorities to ensure the health and safety of Games participants, media, other accredited persons, spectators as well as Games-related personnel (including in case health and safety are threatened due to a pandemic or other major health crisis, terrorism or other forms of violence, natural disaster or any other cause of major importance) as further defined in the "**OHC – Operational Requirements – Safety**".
 - 17.4. Without limiting their responsibilities and obligations under §17.1, §17.2 and §17.3, the Hosts, the Host NOC and the OCOG shall:



- a. report to the IOC, on a regular basis, on security as well as health and safety matters and take into account any IOC recommendation in that regard;
- b. ensure that the OCOG and Host Country Authorities develop in partnership with the IOC cooperation and information sharing mechanisms to efficiently address security or health and safety threats related to the Games or to accredited persons.

18. Betting and prevention of manipulation of competitions

The Hosts, 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. They shall support the IOC in ensuring that the integrity of sport is fully protected with respect to any betting activities in relation to the Games and manipulation of competitions.

19. Rights in respect of the Games and Games-Related Properties

19.1. In accordance with the Olympic Charter, the Hosts, the Host NOC and the OCOG agree that the Games, including all competition events and other events and activities organised by the Hosts, the Host NOC and/or the OCOG pursuant to the OHC, are the exclusive property of the IOC, which owns all rights, including Intellectual Property Rights, in relation thereto. The IOC owns, in particular all rights relating to:

- a. the organisation, exploitation and marketing of the Games;
- b. authorising the capture of still and moving images of the Games for use by the media;
- c. the registration of audio-visual recordings of the Games;
- d. the broadcasting, transmission, retransmission, reproduction, display, dissemination, making available or otherwise communicating 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;
- e. the determination of the conditions of collection, access and use of data relating to the Games; and
- f. the Olympic symbol, flag, motto and other Olympic Properties, as well as all rights to the use thereof, in particular, use for any exploitation or advertising purposes.

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

- a. to use and exploit certain existing creative elements, distinctive signs and other assets; and
- b. to create, use and exploit new creative elements, distinctive signs and others assets related to the Games (referred to 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 Hosts, the Host NOC and/or the OCOG.

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

- 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 Hosts, the Host NOC and/or the OCOG for the purposes of the planning, organising, financing and staging of the Games. This shall include the right to create Games-Related Properties, in view of their use and exploitation in accordance with §19.3(c);
- 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 Hosts, the Host NOC and/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 the OHC, on an exclusive or non-exclusive basis as determined by the IOC. Nothing in the OHC 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 any Games-Related Properties.
- 19.4. The Hosts, the Host NOC and the OCOG shall 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 have been obtained to ensure the compliance with §19.3.
 - 19.5. Any assignment, license or conveyance of rights or benefits granted to the Hosts, the Host NOC or the OCOG pursuant to §19 shall be conditional at all times upon their compliance with all the terms and conditions of the OHC.
 - 19.6. The OCOG shall have the right to receive any net royalties that accrue to the IOC from the exploitation of copyright in any of the Games-Related Properties, where collected by or on behalf of the IOC before 31st December 2032.
 - 19.7. The Hosts, the Host NOC and the OCOG's obligations in relation to the protection of Intellectual Property Rights in relation to the Games are further specified in the "**OHC – Operational Requirements – Rights Protection**" and "**OHC – Operational Requirements – Ceremonies**".

20. Olympic identity and accreditation card and rights related thereto

- 20.1. The Olympic identity and accreditation card ("**OIAC**") confers on its holder the right to take part in the Games. The Hosts, 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 Hosts, the Host NOC and the OCOG are responsible to ensure, by coordinating with the competent Host Country Authorities, that necessary measures are taken, in a way consistent with past Olympic Games editions, so that the application of labour laws and regulations of the Host Country to accredited persons (both nationals of the Host Country and foreigners), will not prevent, delay or hinder the performance by such accredited persons of their Games-related activities in accordance with the specific needs and requirements of such activities. The Hosts, the Host NOC and the OCOG's obligations in relation to the issuance and management of the OIAC are further specified in the "**OHC – Operational Requirements - Accreditation**".

21. Entry and stay of Games-related personnel, animals and supplies

- 21.1. The Hosts, the Host NOC and the OCOG acknowledge that the entry of specialised workforce and the import of equipment into the Host Country by various Games stakeholders are essential conditions for the successful planning, organising, financing and staging of the Games (including Test Events) and they agree that, in addition to the measures applicable to accredited persons defined in §20.1 and §20.2, the following shall be ensured:
 - a. the temporary entry, before, during and after the Games, of certain personnel into the Host Country, including, without limitation, representatives, employees, service providers or other persons acting on behalf of, or representing 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, 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), as well as other items to be used in Games-related activities.
- 21.2. With respect to §21.1, the Hosts, 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) 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 the 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. For OBS personnel specifically, such period of time shall begin not later than three and one-half (3.5) years before the scheduled commencement of the Games; 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) can enter the Host Country for such purposes, 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 and - if applicable - leave the Host Country, in each case without any duties, customs, taxes or similar charges being payable in the Host Country.

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 the OHC, it will be necessary for the Hosts, 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 §22.2-22.5.
- 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). Accordingly, the OCOG shall not be subjected to or 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 OHC.
- 22.3. Any payments and other contributions made by the 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 subjected to nor 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 greater certainty, payments made in consideration for services received from or through the OCOG).

- 22.4. The following outcomes shall be ensured in order to avoid 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 of the Host Country shall not be subjected to nor 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 of the Host Country, the following individuals shall not be subjected to nor 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 Host 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 or which makes a payment to the individuals mentioned under §22.4(b) in connection with such individuals' Games-related activities shall not be subjected to nor 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 §22.4(b) shall not be deemed to create a permanent establishment of the organisations to which such persons belong, or by which they may be employed, and such organisations shall be exempt from any requirement 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 favourable than the OCOG Marketing Partners and other domestic operators with respect to indirect taxes (e.g., consumption tax, value added tax). Accordingly, such non-domestic entities shall be entitled 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 such goods and services have been supplied, or such expenses have 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 shall be effective not 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. The Hosts, the Host NOC and the OCOG's



obligations in relation to Games-related tax requirements are further specified in the “**OHC – Operational Requirements – Finance**”.

- 22.7. The IOC agrees to cooperate with and assist the OCOG to help mitigate any tax impact that the provisions included in §22 could have on the OCOG, without limiting the OCOG’s obligations and without implying any financial obligation on the part of the IOC.

23. Advertising and other commercial activities at Key Olympic Venues

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

24. Commercial programmes conducted in relation to the Games

- 24.1. Within the timeline provided for in §3.3, the OCOG shall join, and become a full party to, the Joint Marketing Programme Agreement executed between the Hosts and the Host NOC prior to the execution of the OHC and which combines all of the marketing and commercial rights of the OCOG and the Host NOC for the period commencing on 1st January 2027 and ending on 31st December 2032.
- 24.2. Should the revenues projected in the Hosts’ pre-election submission 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, as agreed pursuant to the Joint Marketing Programme Agreement. 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.
- 24.3. The IOC and the OCOG shall execute a Marketing Plan Agreement not later than 31st January 2026, which shall govern all elements of the marketing plan to be developed by the OCOG in relation to the Games. Compliance with the terms of the Marketing Plan Agreement constitutes an obligation of the OCOG under the OHC.
- 24.4. No commercial activity in relation to the Games may be commenced by the Hosts, the Host NOC or the OCOG (or any person or entity acting in their name or on their behalf) prior to the execution of the Marketing Plan Agreement. The Hosts, 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.
- 24.5. 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, are specified in §24.8(c) and §24.8(d) and shall be further established in the Marketing Plan Agreement.
- 24.6. The Hosts, 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 related to such IOC programmes may be sold in the Host Country on the same terms and conditions as in other countries.
- 24.7. 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 Hosts, the Host NOC and the OCOG undertake to participate in the International Programme and to procure all relevant rights with a view to assisting the IOC in the exercise of the rights and implementation of the obligations of the IOC Marketing Partners in connection with the Games, as established in the Marketing Plan Agreement. In particular, each of the Hosts, the Host NOC and the OCOG, undertakes to satisfy its Games-related requirements for products and services falling into the product/service categories of IOC Marketing Partners from the respective IOC Marketing Partners according to the process set forth in the Marketing Plan Agreement.

- 24.8. With respect to the commercial programmes implemented by the OCOG, in accordance with §24.3 and §24.4, 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 one-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. an amount equal to seven and one-half percent (7.5%) of the gross revenues generated from the OCOG's ticketing programme and hospitality programme pertaining the Games (as defined in the "**OHC Operational Requirements – Ticketing and Hospitality**");
 - c. in relation to the Olympic coin and banknote programmes of the Host Country (if any), 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 or as otherwise specified in the Marketing Plan Agreement); and
 - d. in relation to the Olympic stamp programme of the Host Country (if any), a share of the revenues generated by such programme, 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.), or as otherwise specified in the Marketing Plan Agreement.
- 24.9. The Hosts, the Host NOC and the OCOG's obligations in relation to the commercial programmes described in §24 are further specified in the "**OHC – Operational Requirements - Marketing Partner Services**", "**OHC – Operational Requirements – Business Development**" and "**OHC – 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 coverage of the Games as well as related events, nor on the editorial independence of the material broadcast or published by the media;
 - b. during its entire presence in the Host Country for the purposes of the Games and the 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 set up any legal and/or tax structure in the Host Country. OBS and its operations in the Host Country shall not



be considered a permanent establishment. In addition, OBS shall not be obliged to allow any form of participation by any Host Country Authority, or by other local stakeholders, in its corporate, management or supervisory structures; and

- c. from the day of the opening of the first Key Olympic Venue to accredited persons 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, guaranteeing unimpeded access to the internet (including, without limitation, all social media services, online media outlets, websites and accredited media platforms) to all Olympic Games and Paralympic Games participants, media, other accredited persons and spectators. This provision shall also apply to Test Events.
- 25.2. As indicated in §19.1, 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 statements 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 “**OHC – Operational Requirements – Media**” and in the Broadcasting Cooperation Agreement.
 - 25.3. The OCOG and OBS will enter into the Broadcasting Cooperation Agreement not 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, among other matters, set forth the details of the facilities and services, as well as of the further rights and obligations of the OCOG with regard to the broadcasting of the Games and, in accordance with §35.3, of the Paralympic Games. Compliance with the terms of the Broadcasting Cooperation Agreement constitutes an obligation of the OCOG under the OHC.
 - 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. Upon request, the OCOG shall cooperate with the IOC for the promotion and coverage of the qualifying events for the Games, including Test Events.

26. Digital Media

- 26.1. The Parties shall cooperate for the evolution, operation and promotion of various types of Games Digital Properties created or determined by the IOC and which shall be made available to the widest possible audience, in the Host Country and worldwide, for the promotion of the Games, their fullest coverage and their legacy, in accordance with this §26 and in a manner consistent with the IOC digital strategy as communicated from time to time by the IOC to the OCOG. The creation of any new Games Digital Properties by any of the Parties shall be subject to the IOC's prior approval and, unless otherwise decided by the IOC, all Games Digital Properties shall be integrated with the global digital properties operated by the IOC. The IOC agrees to use and leverage any Games Digital Properties and user databases under its control for the promotion of the Games following modalities to be determined by the IOC.
- 26.2. The IOC reserves all rights including without limitation, all Intellectual Property Rights, in relation to any Games Digital Properties as well as the ownership and control over any user data and user profiles related thereto on a worldwide basis and without limitation of time. No provision of this OHC shall be interpreted as excluding or limiting the ability of the IOC (and/or of IOC Controlled Entities or third parties authorised by the IOC) to access and use any user data or profile collected in connection with Games Digital Properties before, during and after the Games in compliance with Data Protection Laws.



26.3. The Parties agree that, unless otherwise decided by the IOC, the Hosts, the Host NOC and the OCOG shall have the primary responsibility for the operation and promotion of Games Digital Properties and user engagement in the Host Country, while the IOC shall have the primary responsibility for the operation and promotion of Games Digital Properties and user engagement in territories other than the Host Country. The Hosts, the Host NOC and the OCOG shall comply with the “**OHC – Operational Requirements – Digital Media**”, the Marketing Plan Agreement and with any further instructions of the IOC as may be reasonably necessary to guarantee the objectives set forth in this §26.



IV. COORDINATION WITH THE IOC

27. Games Delivery Plan and other documents

- 27.1. During its lifecycle, starting during its first year of operation, the OCOG shall develop and regularly update a set of documents reflecting its main Games delivery framework, including the relevant deadlines and milestones for the performance by the Hosts, the Host NOC and the OCOG of their obligations under the OHC (referred to as the “**Games Delivery Plan**”). These documents shall be developed in cooperation with the IOC and submitted to the IOC for review and approval. Where these documents apply to the Paralympic Games, the IPC shall take part in their development and approval. The Hosts, the Host NOC and the OCOG’s obligations in relation to the planning, coordination and management of the Games are further specified in the “**OHC – Operational Requirements - Games Delivery**”.
- 27.2. As part of the development of the Games Delivery Plan pursuant to §27.1 and within eighteen (18) months after the formation of the OCOG, the OCOG shall finalise its Games concept, which will in particular require the OCOG to obtain from the relevant Host Country Authorities and third parties and to submit to the IOC for its review and approval any guarantees, representations, statements, and other commitments required by the IOC in relation to the Games and pursuant to the IOC’s “Future Host Questionnaire - Olympic Games” in its version dated January 2021, and which have not been obtained and submitted to the satisfaction of the IOC by the Hosts and the Host NOC prior to the election. Such guarantees, representations, statements, and other commitments shall constitute Pre-election Commitments and all consequences listed in §1 and §5 shall apply to such Pre-election Commitments.
- 27.3. 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 “**OHC – Operational Requirements - Finance**”.

28. Coordination Commission and Joint Steering Forum

- 28.1. 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 of 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, financing and legacy of the Games, including in relation to collaborating with the relevant Host Country Authorities. The Coordination Commission will also facilitate and encourage the cooperation between the OCOG and different categories of Games stakeholders such as athletes, National Olympic Committees, National Paralympic Committees, International Federations, IOC Marketing Partners and Rights-Holding Broadcasters.
- 28.2. The OCOG agrees to provide the Coordination Commission with regular reports and updates on all aspects relating to the organisation and legacy 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. The OCOG’s obligations 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 further specified in the Olympic Charter and the “**OHC – Operational Requirements - Games Delivery**”.
- 28.3. The OCOG shall establish a Joint Steering Forum, which will include representatives of the IOC, the OCOG and Host Country Authorities. The Joint Steering Forum shall be co-chaired by the chairperson of the Coordination Commission and the President of the OCOG. Its exact composition will be agreed between the IOC and the OCOG with the objective to ensure an appropriate representation of the IOC, the OCOG and the Host Country Authorities. The Joint

Steering Forum shall complement the work of the Coordination Commission. Its mission shall consist in strengthening the collaboration between the IOC, the OCOG and the Host Country Authorities to ensure the successful planning, organising, financing, staging and legacy of the Games in a cost-efficient manner and in supporting an efficient resolution of major issues pertaining to the Games. Representatives of the IPC shall be invited to participate in meetings of the Joint Steering Forum on an ad hoc basis, to address questions specifically related to the organisation of the Paralympic Games.

29. Reporting to the IOC

Upon request of the IOC, the OCOG shall provide oral and written reports on the progress of the preparation of the Games, the legacy of the Games and the measures taken to fulfil its obligations pursuant to the OHC, including financial information and other details regarding the planning, organising, financing and staging of the Games, in a format and with substantive content requested by the IOC. The OCOG's obligations regarding the OCOG progress and financial reporting are further specified in the "**OHC – Operational Requirements – Games Delivery**" and "**OHC – Operational Requirements – Finance**".

30. Games information and knowledge management

- 30.1. In order to assist the OCOG in the planning, organising, financing and staging of the Games and in accordance with §12(a), the IOC will share with the OCOG certain data available to the IOC and other information, knowledge and expertise that the IOC has acquired over the years, including, in particular, information acquired from other Organising Committees of the Olympic Games. The OCOG shall also be entitled to participate in and benefit from the IOC's Olympic Games knowledge management programme and related initiatives.
- 30.2. The Hosts, the Host NOC and the OCOG undertake to 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 Olympic Games organisers and the Olympic Movement in general, all data, documentation, materials, objects, photography, video audio-visual content, systems, websites, software (including source codes and documentation) (without limitation of their format, storage medium or their explicit or implicit nature) specifically developed, created, acquired or obtained by the Hosts, the Host NOC and/or the OCOG in connection with or for the purpose of the planning, organising, financing and staging of the Games (referred to as "**Games Information Knowledge and Expertise**"). The Hosts, the Host NOC and the OCOG 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. In accordance with §19.1, the IOC shall be the exclusive owner of all rights including all Intellectual Property Rights on the Games Information Knowledge and Expertise, including all titles and interests related thereto. The Hosts, 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 use or authorise third parties to use all such content, including after the Games. Notwithstanding the above the Hosts, the Host NOC and the OCOG shall not be precluded from resorting to third-party available software, technology systems or other elements with prior consultation of the IOC and provided that the IOC and IOC Controlled Entities and future Olympic Games organisers' access and potential use is ensured.
- 30.3. The OCOG's obligations and the processes mentioned in §30 are further specified in the "**OHC – Operational Requirements - Games Delivery**", "**OHC – Operational Requirements – Communications**" and "**OHC – Operational Requirements – Information and Knowledge Management**".
- 30.4. For clarity, Games Information Knowledge and Expertise is not intended to include internal government briefings and similar documents required for reporting and accountability purposes.

31. Change management process

- 31.1. The IOC will periodically review and update the OHC – Operational Requirements after the execution of the OHC. This review will contribute to the objectives of Olympic Agenda 2020 of decreasing the overall cost and complexity of organising the Olympic Games and embed any positive return on experience for the Olympic Games or other major events, or any technological or policy changes in the OHC – Operational Requirements.
- 31.2. Subject to §31.3, the Hosts, the Host NOC and the OCOG shall adapt to any amendments or supplements made by the IOC, subsequent to the end of the 138th IOC Session in July 2021, to the OHC – Operational Requirements (pursuant to §31.1), the Programme of the Games (pursuant to §16.4), the Olympic Charter (pursuant to §48.2) or the Games Delivery Plan (pursuant to §27.1) and changes to the Paralympic Games programme (pursuant to §35.6) so that the Games and the Paralympic Games will be organised in the best possible manner, as determined by the IOC.
- 31.3. In case the Hosts, the Host NOC or the OCOG believes that any amendments or supplements made by the IOC pursuant to §31.2 result in material adverse effects on its financial rights or obligations, it shall so inform the IOC in writing within three (3) months of the IOC's issuance of any such amendment or change, demonstrating such material adverse effects. The IOC shall 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 §52.2.
- 31.4. Any amendment or supplement referred to in §31.2 and §31.3 shall apply immediately upon receipt by the IOC of a written confirmation from the Hosts, the Host NOC and the OCOG that they agree with such amendments or supplements, and at the latest upon expiry of the three (3) months period referenced in §31.3, unless by such date, a party has informed the IOC that it believes such amendment or supplement results in material adverse effects on its financial rights or obligations. In such case, the amendment or supplement (including any modification thereof agreed between the Parties as a result of their negotiations) shall apply from the date of the Parties' written confirmation that the alleged material adverse effects have been addressed in a mutually satisfactory manner and at the latest upon expiry of a six (6) months period following the IOC's issuance of any such amendment or change, unless by such date the concerned party has submitted the question to binding arbitration in accordance with §52.2.
- 31.5. Without limiting the effect of §31.2 and §31.3, the Parties agree that, within eighteen (18) months following the execution of the OHC, they will discuss in good faith to determine processes and procedures applicable in case the Hosts, the Host NOC and/or the OCOG propose changes to the content of the OHC – Operational Requirements.

32. Cooperation with Olympic Movement stakeholders and third-party suppliers

Without limiting other provisions of the OHC, the Parties agree to cooperate and implement the following measures in view of reducing the complexity of organising the Games and facilitating an efficient Games delivery:

- a. implementation of cost-efficient solutions, methodologies or technologies, in particular those having been successfully implemented in previous Olympic Games editions or other major events;
- b. delegation, subcontracting or transfer by the Hosts, the Host NOC and the OCOG of certain of their obligations under the OHC to third parties possessing experience relevant for the organisation of the Games, such as International Federations (in accordance with the principles set up in the “**OHC Operational Requirements – Sport**”), IOC Marketing Partners (under conditions agreed in the Marketing Plan Agreement), IOC Controlled Entities, or other third parties, in each case subject to the review and approval process described in §36; and
- c. selection by the IOC or IOC Controlled Entities of suppliers providing services in different areas described in the OHC - Operational Requirements and with whom the OCOG agrees to



collaborate. The OCOG shall respect the terms of the agreements entered into between the IOC or IOC Controlled Entities and these suppliers and, upon request, make its best efforts to assist the IOC or the relevant IOC Controlled Entity in connection with the performance of such agreements, including where appropriate, by entering into direct agreement with the applicable suppliers.

33. Data Protection

- 33.1. The performance by the Hosts, the Host NOC and the OCOG of their obligations under the OHC, for instance in the fields of accreditation, sport, transport, accommodation, anti-doping and medical matters, Games technology, ticketing, hospitality, Olympic torch relay and digital media, will require that they process Personal Data of Games stakeholders. In such situations, the Hosts, the Host NOC and the OCOG shall process such Personal Data only for the purposes of the performance of their obligations under the OHC and in a manner compliant with all applicable Data Protection Laws.
- 33.2. The Hosts, the Host NOC and the OCOG agree to cooperate with the IOC in relation to all processing of Personal Data of Games stakeholders including, without limitation, by:
- a. submitting to the IOC for prior written approval all relevant privacy policies, terms of use and similar contractual terms;
 - b. entering into any data processing, data sharing or other similar agreements with the IOC, IOC Controlled Entities or third parties as may be necessary to ensure the lawful processing of Personal Data of Games stakeholders and the fulfilment of their obligations under the OHC;
 - c. upon request, providing assistance to the IOC as necessary for the IOC to fulfil its obligations under Data Protection Laws; and
 - d. without limiting any rights of the IOC pursuant to §19 and §26, taking all necessary measures, as may be required under Data Protection Laws, so that Games stakeholders' Personal Data processed by them, or on their behalf, in relation to spectator experience, ticketing, hospitality, digital media, Olympic torch relay and volunteers (as well as other OCOG areas addressed in the OHC – Operational Requirements, if requested by the IOC) can be used by the IOC (and/or IOC Controlled Entities or other third parties authorised by the IOC) before, during and after the Games without delay or additional cost, for the long term promotion of the Olympic Movement in accordance with the IOC's digital strategy referred to in §26.1 and other IOC requirements.



V. KEY DELIVERABLES AND OPERATIONAL AREAS

34. Facilities, goods and services described in the OHC – Operational Requirements

As part of their responsibility to ensure the successful planning, organising, financing and staging of the Games, the Hosts, the Host NOC and the OCOG shall provide, in accordance with §6, the facilities, goods and services set forth in the OHC – Operational Requirements. Such facilities, goods and services shall include in particular, but without limitation, 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), Paralympic venues scaled to the needs of the Paralympic Games and other venues as further described in the **“OHC – Operational Requirements – Sport”** and the **“OHC – Operational Requirements – Venues”**;
- b. organisation and holding of Test Events as further described in the **“OHC – Operational Requirements – Games Delivery”** and other chapters of the OHC – 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 **“OHC – Operational Requirements – Villages Management”** and the **“OHC – 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 **“OHC – Operational Requirements – Media”**, the **“OHC – Operational Requirements – Accommodation”** and the **“OHC – Operational Requirements – Accreditation”**;
- e. provision of a safe, reliable and efficient system of transport, within the Host Country for accredited persons, as well as support travel costs of certain categories of accredited persons, as further described in the **“OHC – Operational Requirements – Transport”**, **“OHC – Operational Requirements – Arrivals and Departures”**, **“OHC – Operational Requirements – Accreditation”**, **“OHC – Operational Requirements – NOC/NPC Services”** and **“OHC – Operational Requirements – Sport”**;
- f. provision of certain facilities and services to support OBS and Right-Holding Broadcasters, as well as the written and photographic press at the Games, as described in the **“OHC – 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 **“OHC – 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 **“OHC – Operational Requirements – Rights Protection”** and **“OHC – Operational Requirements – Ceremonies”**;
- i. provision of certain services and facilities to Olympic Marketing Partners in accordance with the **“OHC – 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 **“OHC – Operational Requirements – Accreditation”**;



- k. development and implementation of a ticketing programme for the Games and provision of related facilities, goods and services, as well as development and implementation of a hospitality programme for the Games as part of any global hospitality programme developed by the IOC (including collaboration with any hospitality provider appointed by the IOC), as further described in the “**OHC – Operational Requirements – Ticketing and Hospitality**”;
- l. provision of certain services to spectators in accordance with “**OHC – Operational Requirements – Spectators**”;
- m. provision of Games Technology, and related services and facilities, in accordance with the “**OHC – Operational Requirements – Technology**”;
- n. definition and implementation of a comprehensive and integrated sustainability programme and of a legacy plan based on Pre-election Commitments as further described in the “**OHC – Operational Requirements – Sustainability and Legacy**”;
- o. provision of a secure, reliable and resilient energy supply for all aspects of Games delivery and operations, in accordance with the “**OHC – Operational Requirements – Energy**”;
- p. 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 “**OHC – Operational Requirements – Finance**”;
- q. organisation of the Opening and Closing Ceremonies of the Games and other Olympic-related ceremonies, as further described in the “**OHC – Operational Requirements – Ceremonies**”;
- r. production and distribution of medals, including Olympic winners’ medals and commemorative medals and implementation of other Games protocol elements, in accordance with the “**OHC – Operational Requirements – Protocol**”;
- s. 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 “**OHC – Operational Requirements – Medical Services**”;
- t. organisation and delivery of a programme of anti-doping controls, under the authority of the IOC, in accordance with the “**OHC – Operational Requirements – Medical Services**”;
- u. 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 “**OHC – Operational Requirements – Games Delivery**” and “**OHC – Operational Requirements – Olympic/ Paralympic Family and Dignitary Services**”;
- v. organisation of the Olympic torch relay in accordance with the “**OHC – Operational Requirements – Olympic/Paralympic Torch Relays**”;
- w. organisation and presentation of a programme of cultural events in accordance with the requirements set forth in the “**OHC – Operational Requirements – Culture**” and of an education programme, as further described in the “**OHC – Operational Requirements – Education**”;
- x. development of a Look of the Games programme as further described in the “**OHC – Operational Requirements – Brand, Identity and Look of the Games**”; and
- y. operation and promotion of Games Digital Properties, as further described in §26, the “**OHC – Operational Requirements – Digital Media**” and the Marketing Plan Agreement.



VI. PARALYMPIC GAMES

35. Organisation of the Paralympic Games

- 35.1. The Paralympic Games shall be organised, approximately two weeks following the conclusion of the Games, by the OCOG, along with the IPC, in accordance with this §35 as well as other terms of the OHC insofar as they relate to the Paralympic Games and, to the extent not included therein, the relevant provisions of the IOC/IPC Agreement as communicated by the IOC.
- 35.2. The OCOG shall be responsible for the planning, organisation, financing and staging of the Paralympic Games, including during the transition period between the Olympic and Paralympic Games. The planning of the Paralympic Games should be integrated from the early planning stages of the Games and included at all levels of the OCOG's organisation, including the governance and executive structures. The services provided to the participants in the Paralympic Games should be scaled to the needs of the Paralympic Games as further detailed in the provisions of the OHC – Operational Requirements. The Parties agree that, subject to any further details provided in the OHC – Operational Requirements in relation to the Paralympic Games §13, §14, §15, §17, §18, §20, §21, §22, §23, §24, §25.1, §27.1, §30.1 and §33 apply mutatis mutandis to the planning, organising, financing and staging of the Paralympic Games, as may be reasonable in the circumstances.
- 35.3. OBS, the host broadcaster of the Games, shall also function as host broadcaster of the Paralympic Games and the OCOG shall be responsible for the costs of the host broadcast services to be performed by OBS in accordance with the OHC – Operational Requirements and the Broadcasting Cooperation Agreement that will further identify the role and obligations of each party with regard to the Paralympic Games host broadcast operation. The OCOG shall also agree with OCS on the scope of cooperation with regard to the Paralympic Games as further detailed in the “**OHC Operational Requirements – Media**”.
- 35.4. The OCOG shall pay to the IPC a lump sum of an amount of USD 20.872.500 (twenty million eight hundred seventy-two thousand five hundred) United States dollars in consideration for the following rights relating to the Paralympic Games:
- the Paralympic Games sponsorship and licensing rights for exercise in the Host Country, as will be further detailed in the Marketing Plan Agreement;
 - the worldwide broadcast rights, it being understood that the OCOG shall appoint the IPC, under a separate agreement, as its exclusive agent to market, sell, draft and conclude contracts in respect of, and manage the broadcast rights, in the Host Country and on an international basis and shall pay the commission due to the IPC in respect of the sales of Paralympic broadcast rights in accordance with the relevant terms of the OHC – Operational Requirements and the Marketing Plan Agreement; and
 - the exclusive worldwide right to sell stadium and other venue access tickets to the public for events forming part of the sport programme, and other elements/events, of the relevant Paralympic Games, including (save as appears below) hospitality products.

Notwithstanding §35.4 (c), the IPC shall have the right to operate its own hospitality center linked to the Paralympic Games during the period of each Paralympic Games at the cost of the IPC. These costs include, but are not limited to, venue rental, utilities, catering and any other service related to running the hospitality center during the Paralympic Games.

- 35.5. The IOC and IPC shall determine (i) the sports/disciplines in the Paralympic sport programme not later than six (6) years and (ii) the relevant events, quotas and number of accredited individuals not later than three (3) years, prior to the opening of the Paralympic Games and promptly inform the OCOG. For planning and indicative purposes, the current upper limits have been defined by the IOC and the IPC as follows:



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- 23 sports/disciplines;
 - 535 events;
 - 4.350 athletes;
 - 2.610 team officials;
 - 750 technical officials;
 - 2.000 wheelchair users.

- 35.6. Subject to §31.3 the OCOG shall implement any changes to the above-mentioned upper limits decided by the IOC and the IPC pursuant to §35.5 after the execution of the OHC. The OCOG may propose to the IOC and the IPC the inclusion of one or more additional events in new sports for the Paralympic Games only. Such proposal shall be made in a timely manner in accordance with the above-mentioned timeline.
- 35.7. Should there be any dispute between the IPC and the OCOG in relation to the Paralympic Games, which is unable to be resolved between the OCOG and the IPC, such dispute shall be submitted to the IOC Executive Board for 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.



VII. MISCELLANEOUS

36. Validity of agreements

The Hosts, the Host NOC and the OCOG hereby agree that:

- a. the legal validity and effectiveness of all agreements entered into by them, directly or indirectly, or for their benefit, 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 written approval.

37. Measures in case of non-compliance with the OHC

- 37.1. In case of termination of the OHC by the IOC on the basis of §39.2(b) or (c), any and all amounts held in the General Retention Fund or withheld by the IOC pursuant to §37.2(b), including interest, 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 may be.
- 37.2. In the event of any non-compliance by the Hosts, the Host NOC and/or the OCOG with any of their material obligations pursuant to the OHC (including for clarity any failure to comply with any deadline included in the Games Delivery Plan or any non-compliance by the OCOG with its obligations pursuant to the Marketing Plan Agreement, the Broadcasting Cooperation Agreement or the Broadcast Refund Agreement) the IOC shall notify the Hosts, the Host NOC and/or the OCOG (as applicable) of such non-compliance and provide them with a reasonable deadline for remediation. Should the notified non-compliance not be remedied within the specified deadline, the IOC shall be entitled to take any or several of the following measures as deemed appropriate by the IOC considering the circumstances:
 - a. retain all amounts held in the General Retention Fund;
 - b. withhold (in whole or in part) any payment due, or grant to be made, to the OCOG pursuant to the OHC, including without limitation in relation to §8 and §9;
 - 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 the OHC against any claim against the Hosts, 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 §37.2; and
 - e. perform any obligation that the Hosts, the Host NOC and/or the OCOG may have failed to perform in accordance with the OHC, at the cost of the Hosts, the Host NOC or the OCOG, jointly and severally.
- 37.3. The IOC shall be entitled to exercise its right to withhold amounts pursuant to §37.1 and §37.2 for so long as any non-compliance has not been remedied to the satisfaction of the IOC, through compliance or payment of damages, in each case as determined by the IOC.
- 37.4. Following the conclusion of the Games, and subject to the fulfilment by the OCOG of its obligations pursuant to §3.4, all amounts then held in the General Retention Fund or otherwise withheld pursuant to §37.2(b) (in each case to the extent not previously applied by the IOC in satisfaction of obligations of the OCOG, the Host NOC and/or the Hosts to the IOC or otherwise applied as liquidated damages), shall be released to the OCOG.



37.5. All measures listed in §37 shall be without prejudice to any other right and recourse available to the IOC pursuant to the OHC or otherwise, including the IOC's right to claim for specific performance of the obligations and/or compensation for any damages incurred pursuant to §38.

38. Indemnification and waiver of claims

- 38.1. Subject to §38.5, the Hosts, 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 (including 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 Hosts, 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 the OHC;
 - b. any claim in respect of taxes owed in situations described in §22.3 or §22.4;
 - c. any claim by a third party arising from, or in connection with, a breach by the Hosts, the Host NOC and/or the OCOG of any provision of the OHC; or
 - d. any claim by a third party arising from, or in connection with any infringement by the Hosts, the Host NOC and/or the OCOG of any Intellectual Property Rights of such third party.
- 38.2. 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 §38.1. In such case, the IOC shall permit the Hosts, 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 Hosts, 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 affecting the Hosts', the Host NOC's and/or the OCOG's obligations hereunder, not to pursue and/or implement the strategy recommended by the Hosts, the Host NOC and/or the OCOG for such a defence if the IOC Indemnitee considers that such strategy may adversely affect its interests.
- 38.3. Subject to §38.5, the Hosts, 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 the OHC by the IOC.
- 38.4. The provision by the IOC of any approval or consent under the OHC shall in no way relieve the Hosts, the Host NOC and/or the OCOG, as applicable, from any third-party liability or otherwise derogate from or impair such party's indemnification obligations set forth in §38. The IOC may call the Hosts, 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 §52.2.
- 38.5. The indemnification and waiver of claims pursuant to §38 shall not apply with respect to any damage, loss or claim directly caused by the wilful misconduct or gross negligence of any IOC Indemnitee.

39. Termination

- 39.1. Unless terminated in accordance with §39.2, the OHC shall end upon receipt by the Hosts, the Host NOC and the OCOG of the IOC's written confirmation that all obligations of the Hosts, the Host NOC and the OCOG deriving from the OHC have been performed.
- 39.2. The IOC shall be entitled to terminate the OHC and to withdraw the Games from the Hosts, 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 security, health or safety of participants in the Games would be seriously threatened or jeopardised for any reason (such as for instance due to pandemic or other major health crisis, terrorism or other forms of violence, natural disaster or any other cause of major importance);

- b. the Games are not celebrated during the year 2032; or
 - c. there is a violation of or failure to perform by the Hosts, the Host NOC and/or the OCOG any material obligation pursuant to the OHC or under any applicable law, or any material Pre-election Commitment of any Host Country Authority (or any authority of a country other than the Host Country pursuant to §5.3) is not respected, each time subject to such event preventing or significantly hindering the planning, organising, financing and staging of the Games in accordance with the provisions of the OHC.
- 39.3. Should the IOC elect to terminate the OHC 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 §39.2 has occurred, is occurring or is reasonably likely to occur, it shall be entitled to put the Hosts, 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 termination event(s) 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 §39.3(a), the termination event(s) ascertained by the IOC has (have) not been remedied to the reasonable satisfaction of the IOC within the deadline set forth in §39.3(a), the IOC shall be entitled, without further notice, to withdraw the organisation of the Games from the Hosts, the Host NOC and the OCOG and to terminate the OHC, all with immediate effect.
- 39.4. Termination of the OHC by the IOC shall be without prejudice to the IOC's right to claim damages pursuant to §38.1 and to its access to any other available rights and remedies.

40. 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 the OHC, 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 the OHC, as listed in §1.1, 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, the OHC:
 - i. to the extent that such disclosure is necessary for 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 applicable 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, the OHC, 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 §40.

41. Delegation by the IOC

The IOC may delegate authority for the implementation of the OHC to IOC Controlled Entities or to other person(s) or entity(ies) as it may designate from time to time.

42. Assignment by the Hosts, the Host NOC and/or the OCOG

The Hosts, the Host NOC and/or the OCOG shall not assign, in whole or in part, any rights or obligations under the OHC or the Olympic Charter without the prior written approval of the IOC.

43. Unforeseen or undue hardship

Should any provision of the OHC 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. The IOC will consider any such request by the OCOG, and the Parties shall cooperate in good faith in view of finding mutually agreeable solutions.

44. Relationship of the Parties

The Parties agree that the OHC does not create any agency, partnership, joint venture or similar relationship between any of them.

45. Non-waiver

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

45.2. Other than as may be expressly stated in the OHC, all rights and remedies of the Parties are cumulative and not in limitation or restriction of any other right or remedy.

46. Unenforceability of a provision

The determination by a court of competent jurisdiction that any provision or part provision of the OHC is void, invalid or unenforceable shall not affect the validity of the OHC and such provision or part provision shall be interpreted so as to reflect the intent of the Parties as close as possible, to the maximum extent permitted by law. The remaining provisions of the OHC shall continue in full force and effect unless there is cause to assume that the contract would not have been concluded without them.

47. Languages

47.1. All information and documentation produced by the Hosts, the Host NOC and the OCOG 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.

47.2. All information and documentation submitted to the IOC, by the Hosts, the Host NOC and the OCOG, pursuant to the OHC, 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 version and, in case no English version is submitted, the French version shall prevail.

47.3. The Parties may make translations of the OHC but, in case of any conflict or discrepancy, the English version of the OHC shall prevail.



48. Olympic Charter

- 48.1. For the purposes of the OHC, all references to the Olympic Charter are to the Olympic Charter in force upon the conclusion of the 138th Session in July 2021 including its Rules and Bye-Laws.
- 48.2. Notwithstanding §48.1, 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 Hosts, the Host NOC or the OCOG hereunder, the mechanism described in §31.3 shall apply.

49. Authorisation of signatories

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

50. Headings

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

51. 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 the OHC, the term “including” (or variants of such term) shall be deemed to be followed by the term “but not limited to”.

52. Governing law and arbitration

- 52.1. This contract is exclusively governed by the substantive, internal laws of Switzerland, to the exclusion of the rules regarding conflicts of laws.
- 52.2. Any dispute concerning the validity, interpretation or performance of the OHC shall be determined conclusively by arbitration, to the exclusion of the state courts of Switzerland, of the Host Country or of any other country; it shall be decided by the Court of Arbitration for Sport and resolved definitively in accordance with the Code of Sports-Related Arbitration of such Court. The arbitration shall take place in Lausanne, Switzerland. If, for any reason, the Court of Arbitration for Sport denies its competence, the dispute shall then be determined conclusively by the state courts in Lausanne, Switzerland.
- 52.3. The Hosts, 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 (or any authority of a country other than the Host Country pursuant to §5.3).

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

- 52.4. The Hosts 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: _____

Thomas BACH
President

Per: _____

Ser Miang NG
Chairman, Finance Commission

THE BRISBANE CITY COUNCIL

Per: _____

Cr Adrian SCHRINNER
The Right Honourable Lord Mayor of Brisbane

THE STATE OF QUEENSLAND

Per: _____

The Honourable Annastacia PALASZCZUK MP
Premier and Minister for Trade of the State of Queensland

THE AUSTRALIAN OLYMPIC COMMITTEE

Per: _____

John COATES, AC
President of the Australian Olympic Committee

**APPENDIX 1 - LIST OF DEFINED TERMS**

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

Broadcast Agreements	means agreements concluded in relation to Games Broadcast, Coverage and Exhibition, as further described in §25.2
Broadcasting Cooperation Agreement	means the agreement entered into between the OCOG and OBS in relation to the Games as further described in §25.2 and §25.3 and, as per the terms of §35 and the IOC/IPC Agreement, in relation to the Paralympic Games
Broadcast Refund Agreement	means the agreement setting forth the modalities applicable to the OCOG's obligations in relation to a possible reimbursement of the contribution related to broadcast revenues to the IOC, as further described in §9(b) and §9(c)
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 " OHC – Operational Requirements – Ceremonies "
Coordination Commission	means the IOC Commission further described in §28.1 and in the Olympic Charter
Data Protection Laws	means any and all data protection, privacy or similar laws applicable to the processing of Personal Data by the Parties in connection with the OHC, including without limitation the laws of the Host Country, the laws of Switzerland (in particular the Swiss Federal Data Protection Act of 19 June 1992 and from the date of its entry into force the Swiss Federal Data Protection Act dated 25 September 2020), the European General Data Protection Regulation 2016/679 (including any applicable national implementation legislation)
Games	means the Games of the XXXV Olympiad 2032
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 §27.1
Games Digital Properties	means all Games-related websites, mobile applications, television applications, social media accounts or other presences on third party services, voice-enabled devices, e-commerce platforms, ticketing portals and other digital media, in all relevant format and technologies, and available on any device, either existing at the time of the execution of the OHC or to be developed in the future



Games Information Knowledge and Expertise	has the meaning defined in §30.2
Games-Related Properties	<p>means all graphic, visual, artistic and intellectual works or creations, developed by or on behalf of or for the use of the preferred hosts committee, the Hosts, the Host NOC and/or the OCOG with respect to the Games, including all OCOG Marks and, without limitation, the following elements:</p> <ul style="list-style-type: none">- emblems and mascots, pictograms, official posters, designs (including Olympic torch, coins, banknotes, stamps and any 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
Games Technology	<p>means certain technology devices, systems and processes, now existing or hereafter devised, used in the planning, organising and staging of the Games, as further specified in the “OHC – Operational Requirements – Technology”, and including, inter alia:</p> <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; andb. 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)
Hosts	means the Host City and the Host State, acting jointly or separately, hosts of the Games
Host City	means the Brisbane City Council
Host Country	means the country in which the Hosts and the Host NOC are located
Host Country Authorities	means the Government of the Host Country and/or any other national, state, provincial, regional or local authority of the Host Country (including for clarity, all authorities forming any part of the Hosts’ administration)
Host NOC	means the Australian Olympic Committee
Host State	means the State of Queensland
International Federations (IFs)	means international sports federations, as further defined in the Olympic Charter



Intellectual Property Rights	means and includes all: 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 “ OHC – Operational Requirements – Media ”
International Programme	has the meaning defined in §24.7
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 Maison Olympique, 1007 Lausanne, Switzerland, with Swiss 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 OHC 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 long-form cooperation agreement between the IOC and the IPC dated 10 March 2018
IOC Marketing Partners	means all entities having been granted rights by the IOC as part of the International Programme, as defined in §24.7
Joint Marketing Programme	means the 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
Joint Steering Forum	means the steering committee further described in §28.3



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), where the IOC's guests and staff will be provided with accommodations and hospitality services for the period of the Games and where the IOC will be able to establish its main headquarter which shall host the IOC's operational activities during the Games;- Accommodation Villages (when relevant);- Olympic Park(s) and major common domain(s) (when relevant); and- airport(s) and other major points of arrival and departure (when relevant)
Marketing Plan Agreement (MPA)	has the meaning defined in §24.3
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 Maison Olympique, 1007 Lausanne, Switzerland and registered under Swiss federal number CHE-110.055.196, including its subsidiaries and affiliates, in particular Olympic Broadcasting Services SL, a Spanish limited liability company, domiciled at Calle Torrelaguna 75, 28027, Madrid, Spain, with Spanish tax identification number (CIF) B-83747691
OCOG	means the Organising Committee for the Games as further detailed in §3
OCOG Marketing Partners	means all entities 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 identifications 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 Maison Olympique, 1007 Lausanne, Switzerland and registered under Swiss federal number CHE-196.161.596, including its subsidiaries and affiliates, in particular Olympic Channel Services SL, a Spanish limited liability company, domiciled at Calle Torrelaguna 75, 28027, Madrid, Spain, with Spanish tax identification number (CIF) B-87320867
Official Film	means an official motion picture of the Games, to be produced in accordance with the "OHC – Operational Requirements – Culture"
Official Timekeeper	means the IOC-appointed official provider of timing and scoring services of the Games and its sub-contractors
OHC (or Olympic Host Contract)	has the meaning defined in §1.1



OHC – Operational Requirements	means the “Host City Contract - Operational Requirements” document in its version dated June 2018, as well as any version of the “Olympic Host Contract- Operational Requirements” issued by the IOC after the execution of the OHC, applicable between the Parties pursuant to §1.4, §31.2 and §31.3
OHC – Principles	means this Olympic Host Contract 2032– Principles and all appendices thereto, i.e. “Appendix 1 – List of Defined Terms” and “Appendix 2 – Chapters of the OHC – Operational Requirements”
OIAC	means the Olympic Identity and Accreditation Card as defined in §20
Olympic Foundation for Culture and Heritage	means a private independent foundation of Swiss law, founded by the IOC, domiciled at Quai d’Ouchy 1, 1006 Lausanne, Switzerland and registered under Swiss 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 Properties	has the meaning defined in the Olympic Charter
Olympic Village	has the meaning defined in the “ OHC – Operational Requirements – Village(s) Management ” and the Olympic Charter
Paralympic Games	means the Paralympic Games 2032
Parties	means the Hosts, the Host NOC, the OCOG and the IOC
Personal Data	has the meaning assigned to such term pursuant to Data Protection Laws
Pre-election Commitments	means all guarantees, representations, statements, and other commitments submitted by the Hosts in response to the IOC’s “Future Host Questionnaire - Olympic Games” in its version dated January 2021 or otherwise, as well as other undertakings executed or commitments made to the IOC, either in writing or orally by the preferred hosts committee in charge of the Hosts’ Games project, the Hosts, the Host NOC, the Host Country Authorities or any authority of a country other than the Host Country pursuant to §5.3, or in statements made by or on behalf of the Hosts, the Host NOC, any Host Country Authority or any authority of a country other than the Host Country pursuant to §5.3 and contained in the report of the Future Host Commission for the Games of the Olympiad (as approved by the Hosts and the Host NOC)
Programme of the Games	has the meaning defined in §16.1
Rights-Holding Broadcasters (RHBs)	means companies, unions or pools which have acquired the Games Broadcast, Coverage and Exhibition rights from the IOC, within a territory(ies) during a given period of time, including without limitation, media subsidiaries and permitted sub-licensees of such entities
Test Events	means athletic competitions organised before the scheduled commencement of the Games as a means of testing aspects of field of play, venue, technology and key people, for sports (including disciplines) included in the Programme of the Games

**APPENDIX 2 - CHAPTERS OF THE OHC – OPERATIONAL REQUIREMENTS**

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

OHC – Operational Requirements chapters	Referred to in the following §(s) of the Olympic Host Contract - Principles
Accommodation	34
Accreditation	20, 34
Arrivals and Departures	34
Brand, Identity and Look of the Games	34
Business Development	24, 34
Ceremonies	19, 34
City Activities and Live Sites	-
City Operations	-
Communications	30
Culture	34
Digital Media	26, 34
Education	34
Energy	34
Engagement	
Finance	10, 22, 27, 29, 34
Food and Beverage	-
Games Delivery	27, 28, 29, 30, 34
Information and Knowledge Management	30
Language Services	-
Marketing Partner Services	24, 34
Media	11, 25.2, 34, 35.3
Medical Services	34
NOC/NPC Services	34
Olympic/Paralympic Family and Dignitary Services	34
Olympic and Paralympic Torch Relays	34
People Management	-
Protection and Respect of Human Rights	13
Protocol	13.5, 34
Rights Protection	19, 23, 24, 34
Safety	17
Signage	
Sourcing and Resource Management	
Spectators	34



OHC – Operational Requirements chapters	Referred to in the following §(s) of the Olympic Host Contract - Principles
Sport (including IF Services)	32, 34
Sustainability and Legacy	3.4, 10, 13.3, 15, 34
Technology	17.1, 34
Ticketing and Hospitality	24.8, 34
Transport	34
Venues	15.3, 34
Villages Management	34