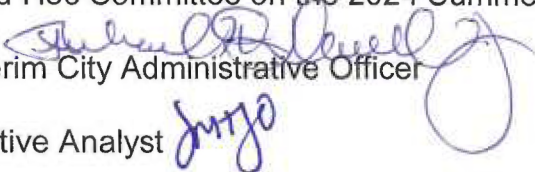


CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

C.F. No. 15-0989

Date: August 09, 2017

To: Honorable Members of the Ad Hoc Committee on the 2024 Summer Olympics

From: Richard H. Llewellyn, Jr., Interim City Administrative Officer Sharon M. Tso, Chief Legislative Analyst 

Subject: CONSIDERATION OF ACCEPTING THE 2028 OLYMPIC AND PARALYMPIC GAMES

SUMMARY

On August 4, 2017, the Ad Hoc Committee on the 2024 Olympics (Ad Hoc Committee) received testimony from representatives of LA28 concerning the proposal to seek the 2028 Olympic and Paralympic Games (2028 Games) and a report from the City Administrative Officer (CAO) and Chief Legislative Analyst (CLA) outlining issues of concern related to hosting the Games four years later, in response to recent decisions by the International Olympic Committee (IOC) to potentially award both the 2024 and 2028 Olympic and Paralympic Games at its 131st Session in Lima, Peru on September 13, 2017.

This report transmits a revised Memorandum of Understanding (MOU) between the City, LA28, and the United States Olympic Committee (USOC) that provides financial and risk management protections to the City, reporting requirements, and other actions governing administration of the 2028 Games. It also transmits a Tripartite Agreement between the cities of Los Angeles and Paris, the USOC and the Comité National Olympique et Sportif Français, and the IOC outlining cooperation between the parties with regard to hosting the 2024 Games in Paris and the 2028 Games in Los Angeles. Finally, this report addresses outstanding issues associated with State funding support in case of cost overruns in 2028, ensuring support for the 2028 Games in future hotel developments, and changing the name of the Ad Hoc Committee to reflect the focus on seeking the 2028 Games.

Approval of these documents establishes Los Angeles as the sole bidder for the 2028 Games. If the IOC does not approve the Tripartite Agreement at the 131st IOC Session in Lima, Peru on September 13, 2017, the original bidding process would resume and both Paris and Los Angeles would again be in contention for the 2024 Games. As a result, all actions recommended in this report establish the terms by which Los Angeles would host the 2028 Games, but they do not necessarily rescind any actions associated with hosting the 2024 Games. Documents and actions associated with either bid are structured so that they would terminate if Los Angeles is not awarded that particular Games.

RECOMMENDATIONS

That the Council, relative to the 2028 Olympic and Paralympic Games:

1. **ENDORSE** submission of bid materials by LA28 for the 2028 Olympic and Paralympic Games (2028 Games);
2. **AUTHORIZE** the Mayor and Council President to execute the Tripartite Agreement between the cities of Paris and Los Angeles, the National Organizing Committees (NOCs), and the IOC;
3. **AUTHORIZE** the Mayor and Council President or their designees to sign the Host City Contract if the City is selected by the IOC to host the 2028 Games;
4. **AUTHORIZE** the Mayor and Council President to provide a written guarantee which confirms that the City is prepared to sign the Host City Contract for the 2028 Games without reserve or amendment;
5. **AUTHORIZE** the Mayor and Council President to provide a written guarantee that the City will cover any potential financial shortfall of the Organizing Committee for the Olympic Games (OCOG) for the 2028 Games;
6. **AUTHORIZE** the City Administrative Officer (CAO) to execute a contract amendment with KPMG to conduct a validation of the 2028 Games budget, including authority to increase the payment amount and extend the term of the contract;
7. **ADOPT**, with the concurrence of the Mayor, the attached Resolution to include in the 2017-18 State Legislative Program support or sponsorship of legislation that would provide financial support for the 2028 Games in a manner similar to that provided under SB 1465 (de Leon) in an amount greater than \$250 million;
8. **DIRECT** the Chief Legislative Analyst, Department of City Planning, and any other relevant City department to include a room block agreement ("accommodations guarantee") as a community benefit in any Development Agreement or Hotel Development Incentive Agreement going forward in order to facilitate the availability of additional hotel rooms for the 2028 Games; and
9. **MOVE** that the City Council RESOLVE to rename the Ad Hoc Committee on the 2024 Olympic Games to the Ad Hoc Committee on the 2028 Olympic and Paralympic Games.

BACKGROUND

On August 4, 2017, the Ad Hoc Committee on the 2024 Olympics (Ad Hoc Committee) received testimony from representatives of LA28 concerning the proposal to seek the 2028 Games and a report from the CAO and CLA outlining issues of concern related to hosting the Games four years later. That report identified several issues of concern associated with award of the 2028 Games to Los Angeles, including the following:

- The additional four years (eleven years total) adds uncertainty concerning future global, national, and local economic and political conditions.
- A revised budget for the 2028 Games has not been completed. As a result, the City has not had an opportunity to conduct a budget validation of the 2028 Games budget.
- Financial support from the State of California in the event of a funding shortfall was specific to the 2024 Games. The State legislative calendar does not provide the legislature an opportunity to extend this support to the 2028 Games before Council decides whether it will support an award of the 2028 Games. The question of State support may not be resolved until 2018.
- Key operational documents and contracts, including the MOU and Tripartite Agreement, were still under negotiation and were not available for review and consideration at that time.

City staff has renegotiated a new MOU between the City, LA28, and the USOC to address comments by the Ad Hoc Committee at their August 4, 2017 meeting, and have identified measures to address or mitigate our previous concerns. The Tripartite Agreement between the cities of Paris and Los Angeles, the National Organizing Committees (NOCs), and the IOC has also been finalized, along with the previously transmitted Host City Contract (HCC) between the City, the USOC, and the IOC.

All of these documents are now available for Council consideration and are attached to this report. Details on the new provisions that address the issues of concern are provided later in this report.

The IOC, in their actions of early July 2017, established a process to potentially select Host Cities for both the 2024 Games and the 2028 Games requiring that Paris and Los Angeles work with the IOC to establish assignment of the 2024 and 2028 Games by August 18, 2017. That determination led to the creation of a Tripartite Agreement that would establish Paris as host of the 2024 Games and Los Angeles as host of the 2028 Games, subject to the approval of the IOC, as further discussed below. The IOC also determined that, as a result of the Tripartite Agreement, an Evaluation Commission would be created to review documentation submitted by LA28 in support of a bid for the 2028 Games. That documentation includes the Games Plan for 2028 and guarantees by the City and United States, which are the same as the Games Plan and guarantees submitted for the 2024 bid.

The IOC will hold its 131st Session in Lima, Peru in September 2017. At that Session, IOC members will be presented with the Tripartite Agreement and an assessment by the Evaluation Commission. A vote will then be held to determine the award of either both the 2024 and the 2028 Games, or solely the 2024 Games.

TRIPARTITE AGREEMENT

The IOC has determined that an agreement between the cities of Paris and Los Angeles, their respective NOCs, and the IOC will be required to award both the 2024 and 2028 Games simultaneously at the 131st Session. This document is known as the Tripartite Agreement.

When the IOC awards any Games, it does so after an extensive review within a competitive process. In recent history, the IOC has only awarded a single Games at a time. In Lima, IOC members will instead be presented with the opportunity to award the Games to the two bidders remaining in the process for the 2024 Games. The Tripartite Agreement was developed as the key document structuring this unprecedented change in the award process.

The Tripartite Agreement (Attachment 1) includes the following key provisions:

- Paris will be the Host City for the 2024 Games;
- Los Angeles will be the Host City for the 2028 Games;
- Paris, Los Angeles, the NOCs, and the IOC will collaborate to ensure benefits for both the 2024 and 2028 Games in areas such as education, arts, volunteer programs, turnkey solutions, procurement, sustainability, and legacy; and
- This Agreement will be presented to the 131st Session for ratification and, if this Agreement is not approved, then Paris and Los Angeles will be considered candidates for the 2024 Games.

HOST CITY CONTRACT

As noted in our previous report, the HCC for the 2028 Games, released by the IOC on July 31, 2017, is the key operational agreement which specifies the general and specific responsibilities of the parties consisting of the IOC, the USOC, and the City (Attachment 2). The 2028 HCC was negotiated by LA28 and has been reviewed by the City Attorney.

Similar to the 2024 HCC, the proposed 2028 HCC identifies contractual commitments of the parties relating to insurance, indemnification, event requirements, operations, deliverables, efforts to cooperate, and financial obligations of the parties. New provisions in the 2028 HCC include increased IOC contributions, cost reductions, and reduced royalty payments to the IOC. The HCC also includes an advance payment in the amount of \$180 million paid over five years to the OCOG to support operations and to begin the implementation of a Citywide youth sports program. It should be noted that the \$180 million advance payment is funded from

planned IOC contributions from broadcast revenues and is not an additional contribution. The HCC includes an 18 month timeline for the development of a Games plan during which various plans, including venue agreements, will be negotiated.

Additionally, the HCC requires the formation of the OCOG within five months of the execution of the HCC. Although the HCC requires that at least one member of the OCOG shall be a representative designated by the City, the City's MOU with the OCOG and USOC provides for greater representation by the City. Changes to the OCOG are subject to IOC approval.

GUARANTEES

The bid process for the 2024 Games required that LA24 and the City provide certain guarantees to ensure that the City and the Organizing Committee are committed if the Games are awarded to the City and to protect the IOC from financial exposure resulting from OCOG commitments above and beyond technical Games requirements.

In the final bid documents submitted by LA24 in February 2017, the City agreed to provide two Guarantees:

1. The City is prepared to sign the HCC without reserve or amendment; and
2. The City will guarantee that it will cover any potential financial shortfall of the OCOG, including potential refunds to the IOC of any advance payments to the OCOG by the IOC in the event of a contingency such as a full or partial cancellation of the Games.

The IOC has required that LA28 provide these same guarantees as part of the documentation submitted in advance of the August 18, 2017 deadline establishing the City's commitment to host the 2028 Games. City staff have reviewed the text of these guarantees (Attachment 3) and determined that they are the same as those previously approved by Council for the 2024 Games.

In addition to these two City guarantees, the U.S. federal government is expected to provide guarantees that it will respect the IOC Charter and that it will provide security services. Such guarantees were provided previously and LA28 continues to working with the White House to secure these guarantees in support of the 2028 Games candidature.

MEMORANDUM OF UNDERSTANDING

An MOU between the City of Los Angeles, LA24, and the USOC was previously approved by the Council (C.F. 15-0989) on January 17, 2017. The purpose of the MOU was to establish an agreement between the City, the USOC, and LA24 if Los Angeles was awarded the opportunity to host the 2024 Olympic Games. The MOU also provides that following an award of the 2024 Games, the newly formed OCOG would be obligated by the terms of the MOU.

That original MOU addressed a number of key risk management considerations, including City representation on the OCOG Board of Directors and any related Executive Committee, Council oversight of the OCOG's financial performance, a substantial contingency account, and other important reporting and transparency measures. The agreement required the OCOG to secure a range of insurance policies and include the City as an additional insured. The MOU also provided Council with consent rights over the Opening and Closing Ceremonies and any amendments to the LA24 venue plan, submitted as part of Stage 3, which would result in the relocation of events currently hosted in the City to venues outside of the City.

In anticipation of the actions to be taken by the IOC on September 13, 2017, relative to the opportunity for the City to host the 2028 Games, a new MOU has been prepared to memorialize the relationship, roles and responsibilities between the City, the OCOG, and the USOC relative to hosting the 2028 Games (Attachment 4). The proposed 2028 MOU not only continues the general provisions of the MOU for the 2024 Games, but also enhances risk management and financial protections for the City. Provisions in the MOU for the 2028 Games will require a HCC insurance policy, increase the level of contribution for the financial contingency, and adjust the timeline for funding the contingency.

Under the terms of the proposed MOU for the 2028 Games, LA28 agrees to fund an independent review of the operating budget for the 2028 Games. The proposed MOU also acknowledges the proposal to develop a youth sports program to be implemented in the years leading up to the 2028 Games. In summary, the proposed MOU, like the 2024 Games MOU, provides the following:

- City Representation on OCOG Board of Directors – The minimum City representation on OCOG Board, any Executive Committee, and subcommittees is no less than 1/6th, with at least two City representatives. Due to administrative considerations, the audit and ethics committees will each have at least one City representative per the 1/6th minimum proportion requirement. This position on Board representation is consistent with KPMG guidance issued in its independent budget assessment on December 2, 2016 (C.F. 15-0989) and in accordance with the HCC.
- Council Oversight of Venue Changes – The OCOG is required to receive the written consent of the Council to modify the venue plan, submitted to the City on January 18, 2017, if an athletic event, the Media Village, or Athletes Village is relocated from the City to an area outside the City. Furthermore, Council's written approval is required for any changes to the plan, approved by the City on January 25, 2017, for the Official Opening and Closing Ceremonies of the 2028 Games.
- City Approval of Financial Commitments and Guarantees – Any commitment of the OCOG of City funds or financial guarantee related to the 2028 Games shall require the express authorization of the City.
- Reimbursement of Costs for Enhanced Municipal Services – The OCOG will reimburse the City, including other municipalities, for incremental costs incurred for

performing enhanced municipal services (e.g. police, fire, sanitation, traffic control, and parking enforcement) in support of the 2028 Games.

Revisions in the 2028 Games MOU include:

- Independent Review of the Operating Budget – An independent review and written report of the proposed OCOG operating budget for the 2028 Games will be completed within 18 months of the OCOG formation or prior to the OCOG's transmittal to the IOC of its Games Delivery Plan and Games Foundation Plan. The cost of the independent review will be funded by the OCOG. KPMG will be requested to update the review of the proposed games budget.
- Inclusion of Financial Contingency – The OCOG will establish an Allocated Contingency account. The new MOU will increase the size of the contingency by \$20 million from \$250 million to \$270 million. Beginning in 2024, allocations to this account will be made on a periodic basis until a cumulative balance of \$270 million is reached in 2029. Furthermore, funds in the Allocated Contingency account may only be utilized with the City's prior written consent. In the event any portion of the account remains unutilized upon dissolution of the OCOG, the funds will be disbursed as surplus consistent with the HCC.
- Council Oversight of Financial Performance and Transparency Measures – The OCOG will appear before the Council quarterly, or as requested by Council, during the first three years of OCOG operation to provide reports relating to: (i) agreements with key 2028 Games partners for venues and operations; (ii) OCOG operations; and (iii) establishing a program to increase access to City youth sports programs in the years leading up to the 2028 Games. The OCOG will also provide annual financial reports to the Council no later than three months after the end of each fiscal year. Additionally, regularly scheduled meetings between the OCOG and City staff will enable a continuation of the collaborative working relationship developed between LA28 and the City.
- Insurance and Risk Management – The MOU requires the OCOG to obtain a range of insurance policies at its own expense, to include the City as an additional insured, and to incorporate contractual indemnification language into any venue use agreements it executes. The 2028 Games MOU includes a new requirement of the OCOG to purchase insurance coverage for the HCC. This additional HCC insurance policy will address unforeseen circumstances and will be acquired upon award of the 2028 Games.
- The OCOG will be required to report on its insurance program and risk management strategy on an annual basis with the initial report due no later than March 31, 2018.
- The OCOG will not seek City funds to defray any financial deficit until all other available sources have been exhausted.

One new provision has been added to the MOU for the 2028 Games:

- Los Angeles 2028 Games Agreement and Support for Youth Sports Program – The City and the OCOG will negotiate and enter into a Los Angeles 2028 Games Agreement no later than September 14, 2019. The OCOG has committed to provide up to \$160 million to fund a youth sports program during the years preceding the 2028 Games. The terms of the youth sports program will be included in the Games Agreement.

It should be noted that the MOU for the 2024 Games remains in effect until the IOC takes action on September 13, 2017. If the IOC approves the Tripartite Agreement, the MOU for the 2028 Games will govern the relationship between the City, OCOG, and the USOC. Otherwise, the MOU for the 2024 Games will govern if the City is awarded the 2024 Games. If no award is made to the City for either Games, both MOUs will terminate.

STATE LEGISLATION

As part of the 2024 Games bidding process, the State Legislature adopted and Governor Brown signed SB 1465 (de Leon), which would have created an Olympic Games Trust Fund in the event the City was selected by the IOC to host the 2024 Games. SB 1465 provided that the first \$250 million of a 2024 Games shortfall would be covered by local resources and that the State would then provide additional financial support in the amount of \$250 million. The bill recognized LA24's plans to deliver a self-sufficient Games based on conservative financial projections and served as an important piece of the City's Games risk mitigation strategy.

As previously reported, due to the Legislative calendar, a replacement bill to provide a similar guarantee for the 2028 Games will not be introduced before Council votes to accept the 2028 Games. In the meeting of the Ad Hoc Committee on August 4th, LA28 informed the Committee that support for such a bill exists in the Assembly and Senate leadership. Support letters from Senate President Pro Tem Kevin de Leon and Assembly Speaker Anthony Rendon are provided in Attachment 5.

A Resolution seeking a bill to provide similar financial support for the 2028 Games, including an increased guarantee amount, is provided in Attachment 6 to this report for Council's consideration. The Resolutions seeks to establish in the City's 2017-2018 Legislative program a position to support or sponsor legislation that would provide a 2028 Olympics Guarantee to the City of Los Angeles in an amount greater than \$250 million.

HOTELS AND ACCOMMODATIONS

In its actions of January 27, 2017, the City Council instructed the Chief Legislative Analyst and City Planning Department to include as a community benefit in any Development Agreement or Hotel Development Incentive Agreement a requirement that those hotels provide a room block in support of the 2024 Games to ensure the availability of additional hotel rooms.

Since that action was specific to the 2024 Games, the Council may wish to ensure that a similar requirement is in place to secure an adequate number of rooms to support the 2028 Games.

AD HOC COMMITTEE

On July 1, 2017, the Council voted to establish the Ad Hoc Committee on the 2024 Summer Olympics. With an action to endorse LA28's bid for the 2028 Games, this report recommends revising the Committee's name to the Ad Hoc Committee on the 2028 Olympic and Paralympic Games.

NEXT ACTIONS

If the Council accepts the opportunity to host the 2028 Games, the IOC will consider the Tripartite Agreement on September 13, 2017 at the 131st Session, which would assign the 2024 Games to Paris and the 2028 Games to Los Angeles. Should the agreement be approved, the City and the USOC would have five months to ensure formation of the OCOG. Further, a budget for the 2028 Games must be prepared by LA28 or the successor OCOG which the City will need to review and validate with assistance from an independent expert.

CONCLUSION

Several amendments to the HCC and the MOU will mitigate the greater uncertainty associated with the additional four-year period resulting from accepting the 2028 Games.

The IOC, in the HCC, has provided LA28 up to 18 months to develop a full budget for the 2028 Games and provide additional documentation required in a typical Games bid. The IOC has also provided additional financial and service resources; relief from certain royalties and revenue sharing programs; and savings in program costs. The additional revenue, in-kind services, and cost savings are detailed in our report dated August 3, 2017. The HCC also provides opportunities for additional revenue and expenditure changes to further reduce financial risk.

The MOU, in addition to all previous requirements, provides for LA28 to obtain HCC insurance effective immediately following execution of the HCC. It also provides the City an opportunity to conduct a validation of the 2028 Games budget. Finally, the contingency requirements have been increased to ensure that more funds are set aside sooner.

There are inherent risks to hosting such major events so far into the future. However the revised and new provisions in these agreements provide solutions to mitigate the added risk of accepting the 2028 Games. The City, LA28, the USOC, and IOC will have time to identify and address any unanticipated risks that may arise, and have established a process to address those risks. Additional funding and costs savings, as well as other opportunities with "upside" potential have also been included. And, financial risks have been moderated with additional insurance, stronger contingency provisions, and enhanced reporting requirements.

FISCAL IMPACT STATEMENT

There is no General Fund impact as a result of recommended actions.

SMT:RL:jw:cm:ts:rr

ATTACHMENT 1

TRIPARTITE AGREEMENT

AGREEMENT

On the organisation of the simultaneous election of the host cities for the Games of the XXXIII Olympiad 2024 and of the Games XXXIV Olympiad 2028.

concluded on the dates and in the places indicated below, by and among

- 1) The INTERNATIONAL OLYMPIC COMMITTEE (the "IOC")
and
- 2) The CITY OF LOS ANGELES ("Los Angeles") and the UNITED STATES OLYMPIC COMMITTEE (the "USOC")
and
- 3) The CITY OF PARIS ("Paris") and the COMITÉ NATIONAL OLYMPIQUE ET SPORTIF FRANÇAIS (the "CNOSF").

All parties above collectively referred to as "the Parties".

hereinafter the "Agreement" or the "Tripartite Agreement".

WHEREAS, Los Angeles and Paris are candidates to the election of the Host City of the 2024 Olympic Games;

WHEREAS, the 130th IOC Session in Lausanne has decided on 11th July 2017 to authorise the IOC Executive Board to conclude an agreement between the Parties for the simultaneous election, by the 131st IOC Session in September 2017, of both host cities of the Olympic Games 2024 and 2028;

WHEREAS, all Parties hereto acknowledge that the decision by the 130th IOC Session offers an exceptional opportunity to Los Angeles and Paris, to the USOC and the CNOSF as well as to the IOC and the Olympic Movement at large;

WHEREAS, all Parties hereto have agreed in principle that, subject to the execution of this Agreement and to its ratification by the 131st Session of the IOC, Paris shall be elected as Host City of the Games of the XXXIII Olympiad 2024 and Los Angeles as Host City of the Games of the XXXIV Olympiad 2028;

WHEREAS, subject to the execution of this Agreement and to its ratification by the 131st Session of the IOC, Los Angeles has decided to withdraw its candidature to the election of the Host City of the Games of the XXXIII Olympiad 2024 and to declare its candidature to the election of the Host City of the Games of the XXXIV Olympiad 2028 and, whereas the IOC and all other parties hereto have consented to such conditional withdrawal and declaration of candidature;

WHEREAS, the subject matter of this Agreement is to define the essential elements for the simultaneous election of both host cities of the Games of the XXXIII Olympiad 2024 (Paris) and of the Games of the XXXIV Olympiad 2028 (Los Angeles) as well as to establish a robust basis for an ongoing collaboration between all Parties;

NOW, therefore, the Parties hereby agree as follows:

Article 1

The Parties hereby agree that, subject to the fulfilment of all cumulative conditions precedent set forth in articles 2, 3 and 4 below, the Host City of the Games of the XXXIII Olympiad 2024 will be Paris and the Host City of the Games of the XXXIV Olympiad 2028 will be Los Angeles.

Article 2

Prior to the opening of the 131st IOC Session, Paris and the CNOSF shall have validly guaranteed the execution of the Host City Contract for the Games of the XXXIII Olympiad 2024 and Los Angeles and the USOC shall have guaranteed the execution of the Host City Contract for the Games of the XXXIV Olympiad 2028.

Article 3

The reports by the Evaluation Commission for the Games of the XXXIII Olympiad 2024 and the Evaluation Commission for the Games of the XXXIV Olympiad 2028 shall have been submitted to the 131st IOC Session prior to the simultaneous election of both host cities of the Games of the XXXIII Olympiad 2024 and of the Games of the XXXIV Olympiad 2028.

Article 4

The content of this Agreement shall be ratified by the 131st IOC Session through a single vote as to allow the immediate simultaneous election of Paris as Host City of the Games of the XXXIII Olympiad 2024 and Los Angeles as Host City of the Games of the XXXIV Olympiad 2028.

Article 5

The Parties hereto undertake to establish a close and ongoing collaboration to coordinate all consequences and benefits from certain opportunities, as identified by the IOC, deriving from the simultaneous election of both Host Cities for the Games of the XXXIII Olympiad 2024 and the Games of the XXXIV Olympiad 2028. Such unprecedented collaboration will be based on the following six principles: pragmatism, mutual benefits, efficiency, transparency, reduction in costs and complexity. The various areas of collaboration contemplated may include in particular promotion and reach, including but not limited to education programmes, arts, festivals, opening and closing ceremonies, Olympic Games live sites, volunteer programmes and torch relays, sharing of knowledge and expertise, turnkey solutions, procurement, sustainability and legacy. All parties hereto will also contemplate the possibility of developing joint initiatives.

Article 6

If, for any reason, any condition precedent as set forth in articles 2, 3 and 4 in this Agreement is not entirely fulfilled, there shall not be any simultaneous election of Host Cities of the Games of the XXXIII Olympiad 2024 and the Games of the XXXIV Olympiad 2028. In such an event, the IOC will proceed with the election, by the 131st IOC Session, of the Host City of the Games of the XXXIII Olympiad 2024 in accordance with its usual procedure as established by the Olympic Charter and any other applicable rules, both Paris and Los Angeles being then the sole candidates.

Article 7

This Agreement shall enter into force upon its execution by the last signatory of all the Parties. It shall remain in force until 31 December 2028 at the latest unless otherwise terminated by joint written agreement of all Parties.

Article 8

Unless otherwise required by the national law of any party, all parties hereto hereby undertake to keep this Agreement as confidential and to refrain from any publication or disclosure until the end of the above-mentioned vote of the 131st IOC Session.

Article 9

This Agreement shall be governed and interpreted pursuant to Swiss Law without reference to its conflicts of law rules. Any dispute arising from or related to the present Agreement will be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland, and resolved definitively in accordance with the Code of Sport – related arbitration.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AT THE
PLACES AND ON THE DATES MENTIONED BELOW.

Lausanne, August __, 2017

THE INTERNATIONAL OLYMPIC COMMITTEE

Per: _____

Per: _____

Los Angeles, August __, 2017

THE CITY OF LOS ANGELES

Per: _____

Per: _____

Colorado Springs, August __, 2017

THE UNITED STATES OLYMPIC COMMITTEE

Per: _____

Per: _____

Paris, August __, 2017

THE CITY OF PARIS

Per: _____

Per: _____

Paris, August __, 2017

THE COMITE NATIONAL OLYMPIQUE ET SPORTIF FRANCAIS

Per: _____

Per: _____

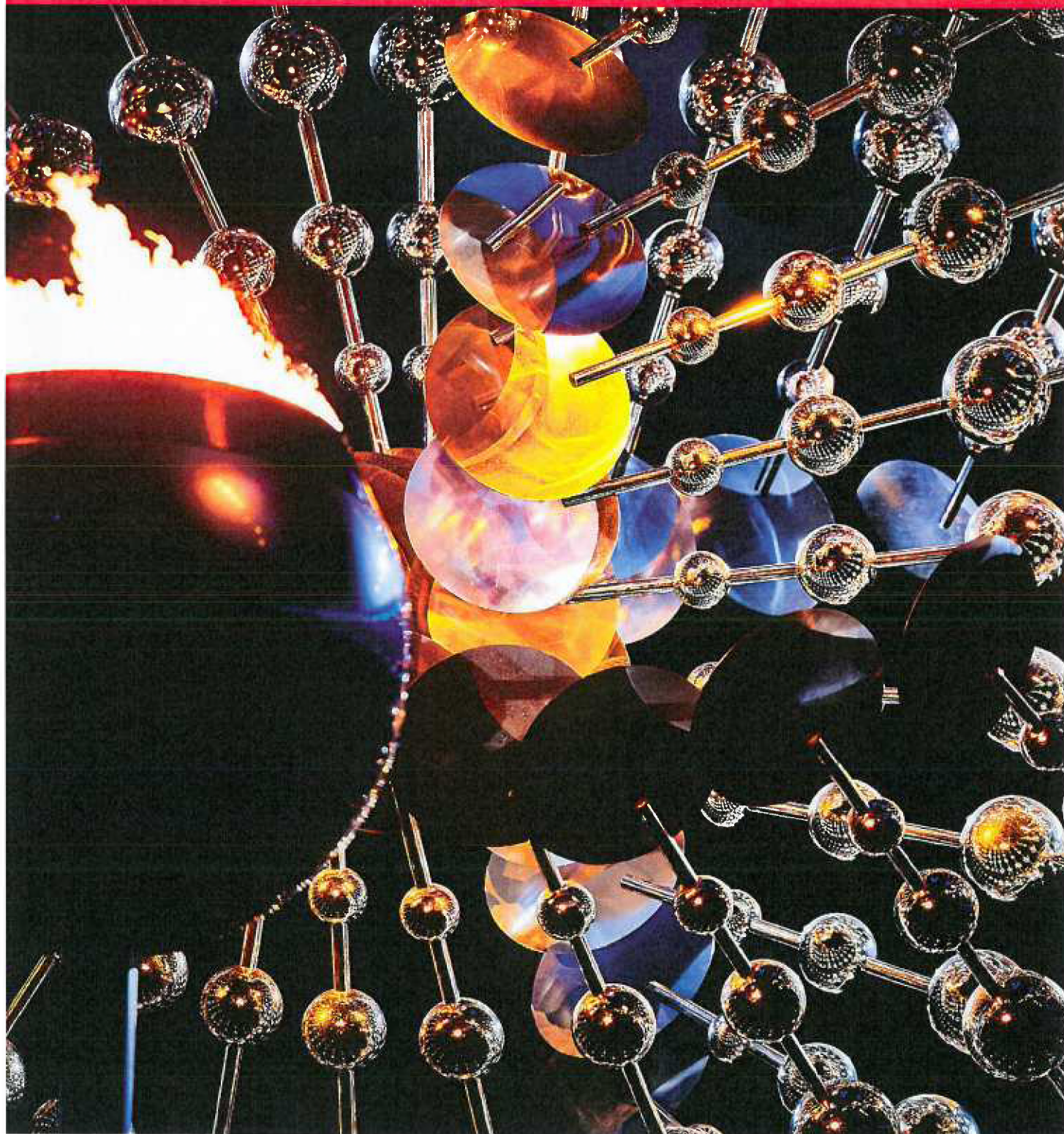
ATTACHMENT 2
HOST CITY CONTRACT



INTERNATIONAL
OLYMPIC
COMMITTEE

HOST CITY CONTRACT PRINCIPLES

GAMES OF THE XXXIV OLYMPIAD - CANDIDATURE PROCESS 2028 - JULY 2017





Host City Contract 2028 - Principles

Games of the XXXIV Olympiad – Candidature Process 2028 – July 2017



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HOST CITY CONTRACT 2028 – PRINCIPLES

executed in Lima on the [] day of September 2017

BETWEEN

THE INTERNATIONAL OLYMPIC COMMITTEE

represented by Thomas BACH and _____, duly authorised for all purposes hereof (the "IOC")

AND

THE CITY OF _____

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

THE NATIONAL OLYMPIC COMMITTEE OF _____

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



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PREAMBLE

- A. **WHEREAS**, the Host City Contract for the Games of the XXXIV Olympiad 2028 (the “**Games**”) consists of the present “Host City Contract 2028 – Principles”, including all appendices thereto (the “**HCC – Principles**”), and the other documents and commitments referred to in §1.1, in particular the “Host City Contract - Operational Requirements” including all appendices thereto (the “**HCC – Operational Requirements**”) which describe the main deliverables and other obligations to be performed by the Host City, 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 (collectively, the “**Host City Contract**” or “**HCC**”);
- 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 Host City and the Host NOC have requested, and the IOC has accepted, that the Host City be a candidate city to host the Games;
- D. **WHEREAS**, the IOC, at its 131st Session in Lima, has carefully considered the candidature of the Host City and the Host NOC, and has received and considered the advice and comments of the IOC Evaluation Commission for the Olympic Games 2028;
- E. **WHEREAS**, the IOC has taken note of, and has specifically relied upon, the covenant given by the government of the country in which the Host City and the Host NOC are situated (the “**Host Country**”) to respect the Olympic Charter and the HCC;
- F. **WHEREAS**, the IOC has taken note of and has specifically relied upon the undertakings of the Host City and the Host NOC to plan, organise, finance and stage the Games in compliance with the provisions of the Olympic Charter and the HCC;
- G. **WHEREAS**, it is the mutual desire of the IOC, the Host City and the Host NOC that the Games be organised in the best possible manner and take place under the best possible conditions for the benefit of the Olympic athletes of the world, to leave a sustainable legacy for the Host City and the Host Country and to contribute to the further development of the Olympic Movement throughout the world;
- H. **WHEREAS**, the Paralympic Games represent for athletes with an impairment the ultimate international multi-sport competition that reflects the highest standards of athletic excellence and diversity;
- I. **WHEREAS**, the OCOG shall be responsible for organising the 2028 Paralympic Games under the supervision of the International Paralympic Committee (the “**IPC**”) and in accordance with the relevant provisions contained in the HCC and in the agreement to be concluded between the IOC and the IPC with regards to the 2028 Paralympic Games (the “**IOC/IPC Agreement**”);
- J. **WHEREAS**, the Host City and the Host NOC undertake to do their utmost to support the IOC in its fight to protect clean athletes against doping, including acting in accordance with the provisions of the World Anti-Doping Code published by the World Anti-Doping Agency;
- K. **WHEREAS**, the Host City 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 agree to cooperate with the IOC, the host broadcaster of the Games (OBS) and Rights-Holding Broadcasters to attain these objectives;
- L. **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;



- M. **WHEREAS**, the Host City and the Host NOC acknowledge the significant role played by the Olympic Foundation for Culture and Heritage in the promotion of the Olympic Movement and agree to cooperate with the Olympic Foundation for Culture and Heritage;
- N. **WHEREAS**, the Host City and the Host NOC agree that concern for sustainable development is an important consideration in conducting their activities and undertake to consult with the IOC on environmental, economic and social issues;
- O. **WHEREAS**, the Host City and the Host NOC agree to carry out their activities pursuant to the HCC in compliance with universal fundamental ethical principles, including those contained in the IOC Code of Ethics;
- P. **WHEREAS**, the Host City and the Host NOC acknowledge the importance of Olympic Agenda 2020 and of the recommendations contained therein;
- Q. **WHEREAS**, in reliance upon the matters referred to above, the IOC has voted to elect the Host City as the host city of the Games and has designated the Host NOC as the responsible National Olympic Committee for the Games;
- R. **WHEREAS**, the Olympic Charter requires the formation of an OCOG, which shall intervene as a party and adhere to the HCC, and the term "**Parties**", as used herein, shall refer collectively to the Host City, the Host NOC, the OCOG and the IOC; and
- S. **WHEREAS**, the Parties agree that the foregoing Preamble shall form an integral part of the HCC – Principles;

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



I. GENERAL RESPONSIBILITIES OF THE PARTIES

1. The Host City Contract

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

2. Right and responsibility to organise the Games

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

3. Formation of the OCOG and adhesion by the OCOG to the HCC

- 3.1. Within five (5) months following the execution of the HCC, the Host City and the Host NOC will form the OCOG, as an entity endowed with legal personality under the laws of the Host Country and in a manner providing for maximum efficiency with respect to its operations and its rights and obligations under the HCC. The Host City 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) from the Host Country, any IPC Governing Board members from the Host Country, the President and the Secretary General of the Host NOC, the President of the National Paralympic Committee of the Host Country, at least one athlete having competed for the Host Country in a recent edition of the Olympic Games and at least one member representing, and designated by, the Host City.
- 3.3. The Host City and the Host NOC are responsible to ensure that, within one (1) month after the OCOG's formation, the OCOG intervenes as a party to the HCC and adheres to all its terms, so that all terms of the HCC relating to the OCOG and in particular all the rights, obligations, and guarantees of the OCOG provided for in the HCC, are legally binding upon the OCOG as if it were an original party hereto. The Parties shall enter into a legally binding joinder agreement to



that effect and the Host City 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 HCC.

- 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 HCC. Prior to the completion of its liquidation, the OCOG must ensure that it has taken and completed the following actions:
 - a. satisfied all of its financial and other obligations under the HCC;
 - b. prepared and delivered to the IOC all reports and other information to this effect and performed all assignments of rights or transfers of physical and intellectual property elements contemplated under the HCC; and
 - c. established an efficient procedure for handling any pending or potential legal disputes between the OCOG and any third party.
- 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 Host City, 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 HCC, is subject to the IOC's prior written approval and to the following conditions:
 - a. the Host City, 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 Host City, the Host NOC and the OCOG shall give all instructions and take all measures as necessary in order to guarantee the compliance with the HCC 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;
 - c. the Host City, 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 liability of the Host City, the Host NOC and the OCOG

- 4.1. The Host City, the Host NOC and the OCOG shall be jointly and severally liable for all their obligations, guarantees, representations and other commitments under the HCC, whether entered into individually or collectively. The joint and several liabilities of the Host City, 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 HCC, including pursuant to §37.1.
- 4.2. Notwithstanding §4.1, the Host NOC will not be jointly liable with the Host City and the OCOG for the financial undertakings of the Host City and the OCOG in relation to the planning, organising, financing and staging of the Games except if, and to the extent that, this liability of the Host NOC was provided in any Candidature Commitment.



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

- 5.1. All Candidature Commitments shall continue in effect after the election and be binding upon the Host City, the Host NOC and the OCOG. The Host City, the Host NOC and the OCOG are responsible to ensure that all Candidature Commitments remain in effect until the completion of the Games or for so long thereafter as required pursuant to the HCC or the Olympic Charter, without prejudice to any other obligations that may exist between the Parties and that all appropriate steps are taken to confirm, extend, renew or complete such Candidature Commitments, as may be necessary for the fulfilment of the Host City's, the Host NOC's and the OCOG's obligations under the HCC.
- 5.2. The Host City, the Host NOC and the OCOG are further responsible to ensure that:
 - a. all Host Country Authorities honour and enforce all Candidature Commitments and all other commitments, guarantees and obligations undertaken by such Host Country Authorities in relation to the Games; and
 - b. all cities, in addition to the Host City, that are hosting events of the Games, perform and comply with the terms of the HCC and carry out their obligations related thereto under the supervision of the OCOG.
- 5.3. Nothing contained in a Candidature Commitment or other guarantee, representation, statement or other commitment made by the Host City, the Host NOC, or any Host Country Authority, which conflicts with any provision of the HCC 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 Host City (or, as soon as practically possible, in the case of Candidature Commitments provided post-election pursuant to §26.2) and the IOC has expressly agreed, in writing, to accept any such conflict. Unless expressly provided to the contrary, nothing provided in the HCC shall be interpreted as limiting the scope, binding nature or effectiveness of any Candidature Commitment.

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

- 6.1. Unless expressly stipulated otherwise in the HCC, all obligations of the Host City, the Host NOC and/or the OCOG pursuant to the HCC shall be discharged at their expense.
- 6.2. In case of any obligation of the Host City, the Host NOC and/or the OCOG pursuant to the HCC to provide certain facilities, goods or services to the IOC, IOC Controlled Entities or other categories of Games stakeholders (e.g., athletes, National Olympic Committees, International Federations, media, IOC Marketing Partners, Rights-Holding Broadcasters, domestic and international dignitaries and spectators), such facilities, goods and services shall be provided in accordance with the terms defined in the HCC and in any other relevant agreement or document referred to herein (e.g., Marketing Programme Agreement, Broadcasting Cooperation Agreement). Where the HCC or any other relevant agreement does not expressly provide otherwise, such facilities, goods or services shall be provided to the relevant Games stakeholders at the expense of the Host City, 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 Host City, the Host NOC and the OCOG performing and complying with all their obligations under the HCC, and in order to assist them in the planning, organising, financing and staging of the Games, the IOC shall:
- a. make the contributions and grant the OCOG the benefits and rights further described in §8.1(e), §9, §11 and §12(b), 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. With the prior written consent of the IOC, the OCOG may use a part of the contribution payable to the OCOG pursuant to §9, in an amount to be agreed with the IOC and which shall not exceed USD 160.000.000 (one hundred sixty million United States dollars) to support projects related to the development of youth and sport-oriented activities to be carried out in the Host City before the Games or similar projects.
- 7.3. Except where expressly provided otherwise, all amounts referred to in the HCC shall be understood as being expressed in United States dollars calculated in 2028 value.

8. Commercial rights and benefits

- 8.1. The Parties agree that - subject to the other terms and conditions of the HCC 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 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 all forms of ticket (including hospitality) sales pertaining to the Games;
 - c. the right to retain a share of the proceeds from Olympic coin and banknote programmes of the Host Country;
 - d. the right to retain a share of the proceeds from the Olympic stamp programme of the Host Country; and
 - e. the right to receive a share of the net revenues from the International Programme, the amount 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; and
 - b. for indicative purposes only, 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 that may occur after the execution of the HCC (including, without limitation, potential renegotiations or renewals of current agreements covering key product categories which are forecasted to generate an estimated increase of USD 200.000.000 (two hundred million United States dollars) in the amount indicated below), 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).
- 8.3. Unless otherwise stated in the HCC, all rights and benefits granted to the OCOG under §8.1 shall expire on 31st December 2028.
- 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 Host City, the Host NOC and/or the OCOG, are reserved by the IOC.

9. Contribution related to broadcast revenues

The IOC will grant to the OCOG a financial contribution related to revenues generated from Broadcast Agreements, which, subject to the following terms and conditions, shall be of an amount of USD 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. It is agreed however that the IOC will provide the OCOG USD 180,000,000 (one hundred and eighty million United States dollars) to be distributed over a five-year period, in quarterly instalments of USD 9,000,000 (nine million United States dollars, calculated in real dollars i.e., actual dollars at the time of payment), which shall be paid to the OCOG (or to the Host City on behalf of the OCOG if the OCOG is not yet established at such time) starting on the earlier of (a) 10 business days following the OCOG's formation (to be carried out in compliance with §3) or (b) 1st January 2018. The early distribution of this amount of USD 180,000,000 (one hundred and eighty million United States dollars) will be offset against the payment of the remainder of the contribution payable to the OCOG pursuant to this §9, in the same amount as advanced to the OCOG (that is, without applying any adjustment based on inflation);
- 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 oblige the IOC to reimburse certain amounts advanced by third parties in relation to the Games;
- c. not later than 31 December 2018, the OCOG shall enter into an agreement with the IOC setting forth the terms and conditions applicable to the possible reimbursement of this contribution to the IOC pursuant to §9(b) (Broadcast Refund Agreement); and
- d. the IOC reserves the right 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, or to withhold any payment thereof pursuant to §36.



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

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

- a. twenty percent (20%) to the Host NOC; and
- b. eighty percent (80%) to the OCOG to be used for the general benefit of sport and youth in the Host City and the Host Country, as may be determined by the OCOG in consultation with the Host City and the Host NOC.

11. Services to be provided by OBS

OBS shall exercise, at the IOC's and OBS' cost, all responsibilities of host broadcaster of the Games (in particular the production of the international broadcast signals), subject to the OCOG's obligations described in the “HCC – Operational Requirements – Media” and in 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 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 the OCOG's obligations, 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 and will allow the OCOG to participate in and benefit from the IOC's Olympic Games knowledge management programme and related initiatives (as further detailed in §29.1); and
- b. the IOC shall make available to the OCOG the expertise from the IOC's and IOC Controlled Entities' staff and advisors in areas most relevant for the planning, organising, financing and staging of the Games (e.g., in relation to corporate organisation, finance, marketing, technology, legal services, medical services, doping controls, prevention of manipulation of competitions, sustainability, creative productions, venue planning, ticketing and business development, 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 Host City, 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.
- 13.2. Pursuant to their obligations under §13.1, the Host City, 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 or other status ;
 - 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; and
 - 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.
- 13.3. The IOC, through its Coordination Commission referred to in §27, shall establish a reporting mechanism to address the obligations referred to in §13.1 and §13.2 in connection with the activities of the Host City, the Host NOC and the OCOG related to the organisation of the Games.
- 13.4. 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 “HCC – Operational Requirements – Protocol”.

14. No inconsistent activities

The Host City, 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 Host City itself, its neighbourhood or in the cities hosting other competition sites or their neighbourhoods, either during the Games or during the preceding or following week, without the prior written approval of the IOC; 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 Olympic legacy

- 15.1. The Host City, the Host NOC and the OCOG undertake to carry out all activities foreseen under the HCC in a manner which embraces sustainable development and contributes to the United Nations' Sustainable Development Goals.



15.2. Pursuant to their obligations under §15.1, the Host City, the Host NOC and the OCOG shall in particular:

- a. define, implement and communicate a comprehensive and integrated sustainability programme as well as a legacy programme compliant with the provisions of the “HCC – Operational Requirements – Sustainability and Olympic Legacy”; and
- b. take all necessary measures, where necessary in cooperation with Host Country Authorities and other third parties, to ensure that their activities in relation to the organisation of the Games comply with any international agreements, laws and regulations applicable in the Host Country, with regard to planning, construction, protection of the environment, health and safety, labour and working conditions and cultural heritage.

16. Programme of the Games

16.1. Regarding the list of sports and events to be included in the Olympic programme of the Games (the “**Programme of the Games**”), the Host City, the Host NOC and the OCOG shall refer, for indicative and planning purposes, to the following:

- a. the list of sports to be included in the Olympic programme of the Games of the XXXIII Olympiad 2024, which shall be established by the IOC not later than the end of the 131st IOC Session in Lima and promptly communicated to the Host City and the Host NOC; and
- b. with regard to the sports determined in §16.1(a), the list of events, as well as the relevant quotas, of the Games of the XXXII Olympiad in Tokyo 2020, however, excluding the events included following a proposal made by the relevant Organising Committee of the Olympic Games in accordance with the provisions of the Olympic Charter (namely the events related to baseball/softball, karate, sport climbing, skateboarding and surfing).

16.2. 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. Notwithstanding the above, the IOC reserves the right to make further changes to the Programme of the Games at any time, as the IOC may consider being in the best interests of the Games, in consultation with the OCOG and the relevant IFs. Subject to §30.3, the Host City, the Host NOC and/or the OCOG shall implement any change to the tentative lists of sports and events referred to under §16.1 brought by the IOC pursuant to this §16.2.

16.3. In accordance with the Olympic Charter, the OCOG may propose to the IOC the inclusion of one or more additional events in the Programme of the Games. Such proposal shall be made in a timely manner taking into account that, in accordance with §16.2, the IOC shall decide on the list of events to be included in the Programme of the Games not later than three (3) years before the scheduled commencement of the Games.

16.4. 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

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 safe and peaceful celebration of the Games.

17.2. The Host City, 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 safe



and peaceful celebration of the Games, the Host City, the Host NOC and the OCOG shall take further measures (such as the deployment of relevant authorities responsible for safety, security, law enforcement and private security contractors) to complement those implemented by Host Country Authorities.

- 17.3. The Host City, the Host NOC and the OCOG shall also report to the IOC, on a regular basis, on security matters and take into account any IOC recommendation in that regard.

18. Betting and prevention of manipulation of competitions

- 18.1. The Host City, the Host NOC and the OCOG shall not, directly or indirectly, participate in, support or be supported by any sport betting in relation to the Games.
- 18.2. The Host City, the Host NOC and the OCOG shall support the IOC in ensuring that the integrity of sport is fully protected with respect to any betting activities in relation to the Games and manipulation of competitions.
- 18.3. For the purpose of §18.2, the IOC will set up a joint integrity unit in order to facilitate the exchange of information and intelligence needed to preserve the integrity of competitions. The Host City, the Host NOC and the OCOG shall cooperate with such unit and ensure the necessary coordination with all relevant Host Country Authorities (sports betting authorities and/or law enforcement agencies).

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

- 19.1. In accordance with the Olympic Charter, the Host City, the Host NOC and the OCOG agree that the Games, including all competition events and other events and activities organised by the Host City, the Host NOC and/or the OCOG pursuant to the HCC, 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; and
 - e. 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 Host City, the Host NOC and/or the OCOG:
- a. to use and exploit certain existing creative elements, distinctive signs and others assets; and
 - b. to create, use and exploit new creative elements, distinctive signs and others assets related to the Games (referred to as “**Games-Related Properties**” and further defined in Appendix 1), which shall be the sole property of the IOC and which the IOC shall license to the Host City, the Host NOC and/or the OCOG.



19.3. In relation to §19.1 and §19.2, 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 Host City, the Host NOC and/or the OCOG for the purposes of the planning, organising, financing and staging of the Games. This shall include the right to create and exploit Games-Related Properties;
 - b. upon creation of any Games-Related Properties, all Intellectual Property Rights related thereto shall vest in and remain in the full ownership of the IOC throughout the world and, to the extent necessary, be irrevocably and unconditionally assigned to the IOC, for the full term of such Intellectual Property Rights and thereafter in perpetuity. With respect to copyright, such assignment includes assignment by way of a present assignment of future copyright; and
 - c. the IOC hereby licences to the Host City, the Host NOC 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 HCC, on an exclusive or non-exclusive basis, as determined by the IOC. Nothing in the HCC shall limit the right of the IOC to grant to IOC Marketing Partners, Rights-Holding Broadcasters and other third parties the right to use and exploit any Games-Related Properties.
- 19.4. The Host City, 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 Host City, 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 HCC.
- 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 2028.
- 19.7. The Host City, 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 "**HCC – Operational Requirements – Rights Protection**" and "**HCC – 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 Host City, the Host NOC and the OCOG shall be responsible to ensure, in cooperation with competent Host Country Authorities, that, together with a passport or other official travel document, the OIAC allows its holder to enter and remain in the Host Country and perform Games-related activities for the duration of the Games, including for a period of at least one (1) month before the scheduled commencement of the Games and one (1) month after the conclusion of the Games.
- 20.2. The Host City, the Host NOC and the OCOG are responsible to ensure, by coordinating with the competent Host Country Authorities, that necessary measures are taken, so that the application of labour laws and regulations of the Host Country to accredited persons (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 Host City, the Host NOC and the OCOG's obligations in relation to the issuance and management of the OIAC are further specified in the "**HCC – Operational Requirements - Accreditation**".



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

- 21.1. The Host City, 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 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 (e.g., guide dogs, horses), equipment (e.g., competition firearms) and supplies (e.g., medical supplies, equipment) for the purposes of the Games and for use by the IOC and/or by all organisations and personnel listed in §21.1(a), as well as other items to be used in Games-related activities.
- 21.2. With respect to §21.1, the Host City, the Host NOC and the OCOG are responsible to ensure the following, by coordinating with competent Host Country Authorities:
- a. all organisations and personnel mentioned under §21.1(a) 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 no 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 HCC, it will be necessary for the Host City, the Host NOC and the OCOG to coordinate with competent Host Country Authorities so that the tax legislation of the Host Country is implemented and applied in a manner that guarantees the achievement of the objectives and results described in §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 HCC.
- 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 Host City, the Host NOC and the OCOG's obligations in relation to Games-related tax requirements are further specified in the **"HCC – 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 Host City, the Host NOC and the OCOG shall ensure that the provisions of the Olympic Charter and of the **"HCC – Operational Requirements - Rights Protection"** relating to propaganda and advertising within Key Olympic Venues and, more generally, in relation to the Games, are respected.
24. **Commercial programmes conducted in relation to the Games**
- 24.1. Within the same timeline provided for in §3.3, the OCOG shall join, and become a full party to, the Joint Marketing Programme Agreement executed between the Host City and the Host NOC prior to the execution of the HCC and which combines all of the marketing and commercial rights of the OCOG and the Host NOC for the period commencing on 1st January 2021 and ending on 31st December 2028.
- 24.2. Should the revenues projected in the Host City's candidature file in relation to the Joint Marketing Programme not be achieved for any reason whatsoever, the Host NOC agrees that it will only receive a share that is proportionate to the actual revenues achieved by such programme, 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 December 2018, which shall govern all elements of the marketing plan to be developed by the OCOG in relation to the Games.
- 24.4. No commercial activity in relation to the Games may be commenced by the Host City, the Host NOC or the OCOG (or any person or entity acting in their name or on their behalf) prior to the execution of the Marketing Plan Agreement. Subject to execution of the Marketing Plan Agreement, within the timeframe provided in §24.3, the OCOG will be permitted to commence its sales activities beginning on 1 January 2019, provided that the OCOG will not be entitled to permit any activation of rights by its commercial and marketing partners prior to 1 January 2021, except for limited announcements related to the conclusion of agreements as agreed with the



IOC on a case-by-case basis. The Host City, the Host NOC and the OCOG agree not to participate in, or allow (and the OCOG is responsible to ensure that the Host Country Authorities do not participate in, or allow) any marketing or commercial activities relating directly or indirectly to the Games, other than as expressly permitted by the Marketing Plan Agreement. The benefits and rights of the OCOG deriving from agreements concluded with third parties pursuant to the Marketing Plan Agreement are set out in §8. Compliance with the terms of the Marketing Plan Agreement constitutes an obligation of the OCOG under the HCC.

- 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, shall be established in the Marketing Plan Agreement.
- 24.6. The Host City, the Host NOC and the OCOG agree that, notwithstanding such programmes, the IOC has the right to introduce its own coin, banknote and stamp programmes, for its own account, and that the coins, banknotes and stamps 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 Host City, the Host NOC and the OCOG undertake to participate in the International Programme and to procure all relevant rights, with a view to assist the IOC Marketing Partners in achieving their goals and commercial objectives in the Host Country. In particular, each of the OCOG, the Host City and the Host NOC undertakes to satisfy its Games-related requirements for products and services falling into the product/service categories of IOC Marketing Partners from the respective IOC Marketing Partners as more fully detailed in the Marketing Plan Agreement. For planning and budgeting purposes, the IOC has kept informed the Host City, the Host NOC and the OCOG of the relevant conditions applicable to the payment of services to be provided by the Official Timekeeper for the Games, in consistency with the terms of the agreement concluded between the IOC and the Official Timekeeper.

- 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. Notwithstanding the above, the IOC agrees that, with regards to any revenue generated by the OCOG before 1 January 2023 from any commercial agreements duly approved by the IOC according to the terms of the Marketing Plan Agreement, the payments due to the IOC pursuant to this provision shall be calculated on the OCOG net revenues, i.e. after payment by the OCOG of any amounts due to the Host NOC in relation to such revenues pursuant to the terms of the Joint Marketing Programme Agreement;



- b. in relation to the OCOG's ticketing programme, an amount equal to seven and one-half percent (7.5%) of the gross revenues generated from all forms of ticket (including hospitality) sales pertaining to the Games;
 - c. in relation to the Olympic coin and banknote programmes of the Host Country, a share of the revenues generated by such programmes, to be determined in the Marketing Plan Agreement but, in principle, three percent (3%) of the face value of coins and banknotes from the circulating programme and three percent (3%) from the commemorative programme of the price to dealers of all coins and banknotes where the mint has no retail operations (and if the mint has retail operations three percent (3%) of the retail price); and
 - d. in relation to the Olympic stamp programme of the Host Country, a share of the revenues generated by such 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.).
- 24.9. The Host City, the Host NOC and the OCOG's obligations in relation to the commercial programmes described in §24 are further specified in the "**HCC – Operational Requirements - Marketing Partner Services**", "**HCC – Operational Requirements – Business Development**" and "**HCC – Operational Requirements – Rights Protection**".
- 24.10. The IOC will ensure, by coordinating with the Organising Committees of the Olympic Games 2022, 2024 and 2026, that the OCOG and the Host NOC, collectively, receive access to hospitality services (e.g., tickets, accreditations, VAPPs) for these editions of the Olympic Games in a manner allowing them to efficiently support their domestic commercial programmes, as reasonably determined by the IOC.
- 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 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 Olympic Village until the end of the Paralympic Games, an open network policy will be implemented in and around all Key Olympic Venues, transport hubs and other sites used in relation to the Games. The IOC will communicate to the OCOG, at least two years before the scheduled commencement of the Games, a list (which may be updated) of major social media channels, online media outlets, websites and accredited media platforms that shall be made fully accessible to all Games participants and spectators as part of this open network policy.
- 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 **"HCC – Operational Requirements – Media"** and in the Broadcasting Cooperation Agreement.

- 25.3. The OCOG and OBS will enter into the Broadcasting Cooperation Agreement no later than one (1) year following the formation of the OCOG. This agreement, which is subject to the prior written approval of the IOC, will, 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. Compliance with the terms of the Broadcasting Cooperation Agreement constitutes an obligation of the OCOG under the HCC.
- 25.4. The OCOG shall cooperate with the IOC, OBS, OCS and Rights-Holding Broadcasters for the exposure and promotion of the Games Broadcast, Coverage and Exhibition by Rights-Holding Broadcasters and their recognition by appropriate means, as determined by the IOC. In addition, the OCOG shall cooperate with the IOC for the promotion of the Olympic Movement and the Games Broadcast, Coverage and Exhibition on the Olympic Channel and on any other year-round media platform designated by the IOC. The obligations of the OCOG in this regard are further described in the **"HCC – Operational Requirements – Digital Media"** and the Marketing Plan Agreement.



IV. COORDINATION WITH IOC

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

- 26.1. Within eighteen (18) months after the formation of the OCOG, the OCOG shall develop, in collaboration with the IOC and based upon generic documents communicated by the IOC, and shall submit to the IOC for its written approval the following documents:
- a. a document detailing the OCOG's vision described in the Host City's candidature documentation, as well as the key strategic, governance and reporting processes applicable to the planning, organising, financing and staging of the Games (referred to as "**Games Foundation Plan**"); and
 - b. a document describing the main planning framework, timelines and milestones to be respected by the Host City, the Host NOC and the OCOG in the performance of their obligations under the HCC (referred to as the "**Games Delivery Plan**").
- 26.2. As part of the development of the Games Foundation Plan and Games Delivery Plan pursuant to §26.1 and within the same timeframe, 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 as listed in pursuant to the IOC's "Candidature Questionnaire Olympic Games 2024" (which shall apply for reference purposes to the Games) and which have not been obtained and submitted to the satisfaction of the IOC by the Host City and Host NOC as part of their candidature to host the Games. Such guarantees, representations, statements, and other commitments shall constitute Candidature Commitments and all consequences listed in §1 and §5 shall apply to such Candidature Commitments.
- 26.3. Within the same timeframe identified in §26.1, the OCOG and the IOC shall agree in writing on the conditions and procedures applicable for any modification to the Games Delivery Plan subsequent to its approval by the IOC. Until the initial approval of the Games Delivery Plan by the IOC, the planning framework, timelines and milestones defined in the generic document communicated by the IOC to the OCOG shall apply and be binding upon the Host City, the Host NOC and the OCOG. The Host City, the Host NOC and the OCOG's obligations in relation to the planning, coordination and management of the Games are further specified in the "**HCC – Operational Requirements - Games Management**".
- 26.4. The OCOG shall also provide to the IOC for review and comments a consolidated budget, as well as any updates thereof, in accordance with the requirements set forth in the "**HCC – Operational Requirements - Finance**".

27. Coordination Commission

- 27.1. The IOC shall establish, at the IOC's expense, a Coordination Commission, which will include representatives of the IOC, the International Federations, the National Olympic Committees, Organising Committees of the Olympic Games prior to the Games, the IOC Athletes' Commission and the IPC, as well as experts designated or approved by the IOC. The mission of the Coordination Commission shall be to monitor the progress of, and provide guidance to, the OCOG, with respect to the planning, organisation, staging and financing of the Games, including in relation to collaborating with the relevant Host Country Authorities.
- 27.2. The OCOG agrees to provide the Coordination Commission with regular reports and updates on all aspects relating to the organisation of the Games. The Coordination Commission shall meet with the OCOG and the Host Country Authorities on a regular basis and, in the case of any matter that cannot be resolved by the Coordination Commission or in respect of which any party



refuses to act in accordance with the Coordination Commission's recommendations, the IOC shall make the final decision. 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 **"HCC – Operational Requirements - Games Management"**.

28. 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 HCC, 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 **"HCC – Operational Requirements - Games Management"** and **"HCC – Operational Requirements - Finance"**.

29. Games information and knowledge management

- 29.1. In order to assist the OCOG in the planning, organising, financing and staging of the Games and in accordance with §12(a), the IOC will share with the OCOG certain 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.
- 29.2. The OCOG undertakes 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, systems, websites, software source codes (without limitation of their format, storage medium or their explicit or implicit nature) developed, created or acquired by the Host City, the Host NOC and/or the OCOG in the course of the planning, organising, financing and staging of the Games (referred to as **"Games Information Knowledge and Expertise"**). The OCOG and the Host City shall share, and are responsible to ensure that the relevant Host Country Authorities and third parties with key operational roles in the organisation of the Games share their Games Information Knowledge and Expertise with the IOC.
- 29.3. 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 rights, titles and interests related thereto. The Host City, the Host NOC and/or the OCOG shall not provide or grant any rights in relation to such content to any third party without the express prior written approval of the IOC and are responsible for obtaining the necessary rights so that the IOC may use or authorise third parties to use all such content, including after the Games. The OCOG's obligations and the processes mentioned in §29 are further specified in the **"HCC – Operational Requirements - Games Management"**, **"HCC – Operational Requirements - Communications"** and **"HCC – Operational Requirements - Information and Knowledge Management"**.

30. Change management process

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



- 30.2. Subject to §30.3, the Host City, the Host NOC and the OCOG shall adapt to any amendments or supplements made by the IOC, subsequent to the end of the 131st IOC Session in Lima, to the HCC – Operational Requirements (pursuant to §30.1), the Programme of the Games (pursuant to §16.2), the Olympic Charter (pursuant to §47.2) or the Games Delivery Plan (pursuant to §26.1), so that the Games will be organised in the best possible manner, as determined by the IOC.
- 30.3. In case the Host City, the Host NOC or the OCOG believes that any amendments or supplements made by the IOC pursuant to §30.2 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 §51.2.
- 30.4. Any amendment or supplement referred to in §30.2 and §30.3 shall apply immediately upon receipt by the IOC of a written confirmation from the Host City, 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 §30.3, 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 §51.2.
- 30.5. Without limiting the effect of §30.2 and §30.3, the Parties agree that, within eighteen (18) months following the execution of the HCC, they will discuss in good faith to determine processes and procedures applicable in case the Host City, the Host NOC and/or the OCOG propose changes to the content of the HCC – Operational Requirements.

31. Cooperation with IOC suppliers and contractors

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

32. User databases

The OCOG shall ensure that, to the fullest extent permitted by applicable laws, all users' data collected and processed by or on behalf of the OCOG in relation to spectator experience, digital media and Olympic torch relay (as well as other OCOG areas addressed in the HCC – Operational Requirements, if requested by the IOC) can be transferred to the IOC and used by the IOC (and/or IOC Controlled Entities or other third parties authorised by the IOC) as soon as practically possible and without additional cost, for the long term promotion of the Olympic Movement. The OCOG shall coordinate with the IOC and take all necessary measures to that effect, including, in particular, submitting to the IOC for prior written approval all relevant privacy



policies, terms of use and similar contractual terms. The obligations of the OCOG in this regard are further described in the **"HCC – Operational Requirements – Digital Media"**.



V. KEY DELIVERABLES AND OPERATIONAL AREAS

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

As part of their responsibility to ensure the successful planning, organising, financing and staging of the Games, the Host City, the Host NOC and the OCOG shall provide, in accordance with §6, the facilities, goods and services set forth in the HCC – 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) and other venues as further described in the **"HCC – Operational Requirements - Sport"** and the **"HCC – Operational Requirements - Venues"**;
- b. organisation and holding of Test Events as further described in the **"HCC – Operational Requirements – Games Management"** and other chapters of the HCC – Operational Requirements as may be applicable;
- c. provision of an Olympic Village(s) and other appropriate accommodations, services and facilities, reserved for the athletes, team officials and other team personnel, in accordance with the Olympic Charter and the specifications contained in the **"HCC – Operational Requirements - Villages Management"** and the **"HCC – Operational Requirements - Accommodation"**;
- d. provision of supplementary accommodation for accredited team officials and other team personnel not residing in the Olympic Village(s) and for other accredited persons, including all accredited media, in accordance with the financial responsibilities and other terms described in the **"HCC – Operational Requirements - Media "**, the **"HCC – Operational Requirements - Accommodation"** and the **"HCC – Operational Requirements - Accreditation"**;
- e. provision of a safe, reliable and efficient system of transport, within the Host Country for accredited persons, as well as support travel costs of certain categories of accredited persons, as further described in the **"HCC – Operational Requirements - Transport"**, **"HCC – Operational Requirements - Arrivals and Departures"**, **"HCC – Operational Requirements – Accreditation"**, **"HCC – Operational Requirements - NOC Services"** and **"HCC – Operational Requirements - Sport"**;
- f. provision of certain facilities and services to support OBS and Right-Holding Broadcasters, as well as the written and photographic press at the Games, as described in the **"HCC – Operational Requirements - Media "** and in the Broadcasting Cooperation Agreement;
- g. development of domestic commercial programmes in accordance with the terms of the Marketing Plan Agreement and the **"HCC – Operational Requirements – Business Development"**;
- h. protection of the Olympic brand, the rights of the IOC described in §19 and the exclusive rights granted to Olympic stakeholders (e.g., Olympic Marketing Partners, Rights-Holding Broadcasters) in accordance with the **"HCC – Operational Requirements – Rights Protection"** and **"HCC – Operational Requirements - Ceremonies"**;
- i. provision of certain services and facilities to Olympic Marketing Partners in accordance with the **"HCC – Operational Requirements – Marketing Partners Services"**;
- j. production and delivery of OIACs to all persons entitled to them and provision of accreditation services under the direction of the IOC and as further described in the **"HCC – Operational Requirements - Accreditation"**;



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



VI. PARALYMPIC GAMES

34. Organisation of the 2028 Paralympic Games

- 34.1. The 2028 Paralympic Games shall be organised by the OCOG approximately two weeks following the conclusion of the Games, in accordance with the relevant provisions contained in the HCC – Operational Requirements and the IOC/IPC Agreement. The services provided to the participants in the 2028 Paralympic Games should be based upon principles similar to those applicable to the Games. The planning of the 2028 Paralympic Games should be integrated by the OCOG from the early planning stages of the Games. The Parties agree that, subject to any further details provided in the HCC – Operational Requirements in relation to the 2028 Paralympic Games, §13, §15, §17, §18, §20, §21, §22 and §25.1 apply mutatis mutandis to the planning, organising, financing and staging of the 2028 Paralympic Games, as may be reasonable in the circumstances.
- 34.2. The OCOG, along with the IPC, shall assume the responsibility for the planning, organising, financing and/or staging of the 2028 Paralympic Games. Should there be any dispute between the IPC and the OCOG pursuant to the HCC or pursuant to the IOC/IPC Agreement which is unable to be resolved between the OCOG and the IPC, such dispute shall be submitted to the IOC Executive Board for 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 resolved in accordance with the decision of the IOC Executive Board. The IOC assumes no responsibility of any kind with respect to or deriving from any aspects of the planning, organising, financing and/or staging of the 2028 Paralympic Games.
- 34.3. Subject to §34.4, the OCOG shall pay to the IPC a lump sum of a maximum amount of USD 18.975.000 (eighteen million nine hundred seventy five thousand United States dollars) in consideration for the following rights relating to the 2028 Paralympic Games:
- a. the Paralympic Games sponsorship and licensing rights for exercise in the Host Country;
 - b. the worldwide broadcast rights; and
 - c. 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.
- 34.4. The Host City, the Host NOC and the OCOG agree that the exact amount of the lump sum due by the OCOG to the IPC pursuant to §34.3 shall be determined by the IOC and IPC in the IOC/IPC Agreement.
- 34.5. The IOC shall communicate the relevant provisions of the IOC/IPC Agreement to the OCOG as soon as practicably possible following the execution of such IOC/IPC Agreement.



VII. MISCELLANEOUS

35. Validity of agreements

The Host City, 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.

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

- 36.1. In the event of any non-compliance by the Host City, the Host NOC and/or the OCOG with any of their obligations pursuant to the HCC, including any failure to comply with any deadline included in the Games Delivery Plan, the IOC shall be entitled to take any or several of the following measures:
 - a. withhold (in whole or in part) any payment due, or grant to be made, to the OCOG pursuant to the HCC, including without limitation in relation to §8 and §9;
 - b. keep any and all amounts retained or withheld, including interest, as liquidated damages;
 - c. set-off any and all of its obligations pursuant to the HCC against any claim against the Host City, the Host NOC and/or the OCOG for any damages resulting from any non-compliance by any such party(ies), or any sums withheld pursuant to §36.1(a); and
 - d. after giving a reasonable notice, perform any obligation that the Host City, the Host NOC and/or the OCOG may have failed to perform in accordance with the HCC, at the cost of the Host City, the Host NOC or the OCOG, jointly and severally.
- 36.2. The IOC shall be entitled to exercise its right to withhold amounts pursuant to §36.1 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.
- 36.3. Following the conclusion of the Games, after presentation of the final accounting by the OCOG and the resolution of any outstanding disputes which affect the IOC, all amounts withheld pursuant to §36.1 (to the extent not previously applied by the IOC in satisfaction of obligations of the OCOG, the Host NOC and/or the Host City to the IOC or otherwise applied as liquidated damages), shall be released to the OCOG.
- 36.4. All measures listed in §36 shall be without prejudice to any other right and recourse available to the IOC pursuant to the HCC or otherwise, including the IOC's right to claim for specific performance of the obligations and/or compensation for any damages incurred pursuant to §37.



37. Indemnification and waiver of claims

- 37.1. Subject to §37.5, the Host City, the Host NOC and the OCOG shall indemnify, defend and hold harmless all IOC Indemnitees from all payments and other obligations in respect of any damages, claims, actions, losses (including loss of revenue), costs, expenses (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 Host City, the Host NOC and/or the OCOG and their respective officers, members, directors, employees, consultants, agents, contractors, other representatives, relating to the Games and/or the HCC;
 - 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 Host City, the Host NOC and/or the OCOG of any provision of the HCC; or
 - d. any claim by a third party arising from, or in connection with any infringement by the Host City, the Host NOC and/or the OCOG of any Intellectual Property Rights of such third party.
- 37.2. No admission of liability will be made by any IOC Indemnatee for damages to be paid to third parties arising from claims made against such IOC Indemnatee in connection with the events described in §37.1. In such case, the IOC shall permit the Host City, the Host NOC and/or the OCOG to manage the defence of the claim made by such third party against the relevant IOC Indemnatee provided that the Host City, the Host NOC and/or the OCOG acknowledge:
- a. the right of the relevant IOC Indemnatee of continued participation in such a claim; and
 - b. that the relevant IOC Indemnatee may decide, without affecting the Host City's, the Host NOC's and/or the OCOG's obligations hereunder, not to pursue and/or implement the strategy recommended by the Host City, the Host NOC and/or the OCOG for such a defence if the IOC Indemnatee considers that such strategy may adversely affect its interests.
- 37.3. Subject to §37.5, the Host City, the Host NOC and the OCOG hereby waive any claims against all IOC Indemnitees, including for all costs resulting from all acts or omissions of such IOC Indemnitees relating to the Games, as well as in the event of any performance, non-performance, breach or termination of the HCC by the IOC.
- 37.4. The provision by the IOC of any approval or consent under the HCC shall in no way relieve the Host City, 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 §37. The IOC may call the Host City, the Host NOC and/or the OCOG before any court of law where the IOC is sued, irrespective of the arbitration clause provided for in §51.2.
- 37.5. The indemnification and waiver of claims pursuant to §37 shall not apply with respect to any damage, loss or claim directly caused by the wilful misconduct or gross negligence of any IOC Indemnatee.



38. Termination

- 38.1. Unless terminated in accordance with §38.2, the HCC shall end upon receipt by the Host City, the Host NOC and the OCOG of the IOC's written confirmation that all obligations of the Host City, the Host NOC and the OCOG deriving from the HCC have been performed.
- 38.2. The IOC shall be entitled to terminate the HCC and to withdraw the Games from the Host City, the Host NOC and the OCOG if:
 - a. the Host Country is at any time (whether before the scheduled commencement of the Games or during the Games) in a state of war, civil disorder, boycott, embargo decreed by the international community or in a situation officially recognised as one of belligerence or if the IOC has reasonable grounds to believe that the health or safety of participants in the Games would be seriously threatened or jeopardised for any reason, in each case in this §38.2(a), after having meaningfully consulted with the OCOG;
 - b. any material Candidature Commitment of any Host Country Authority is not respected, or not provided within the timeframe provided in §26.2;
 - c. the Games are not celebrated during the year 2028; or
 - d. there is a violation of or failure to perform by the Host City, the Host NOC and/or the OCOG any material obligation pursuant to the HCC or under any applicable law.
- 38.3. Should the IOC elect to terminate the HCC and withdraw the Games, it shall (provided there is no need for urgent action, as determined by the IOC) proceed as follows:
 - a. if the IOC determines that a termination event set forth in §38.2 has occurred, is occurring or is reasonably likely to occur, it shall be entitled to put the Host City, the Host NOC and the OCOG, jointly and/or severally, on notice, by registered mail, email (with confirmation copy sent by registered mail) or special courier with acknowledgement of receipt, and to call upon any or all of such parties to remedy or cause to be remedied the 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 §38.3(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 §38.3(a), the IOC shall be entitled, without further notice, to withdraw the organisation of the Games from the Host City, the Host NOC and the OCOG and to terminate the HCC, all with immediate effect.
- 38.4. Termination of the HCC by the IOC shall be without prejudice to the IOC's right to claim damages pursuant to §37.1 and to its access to any other available rights and remedies.



39. Confidentiality

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

- a. each of the Parties shall have the right to publicly disclose all documents and commitments forming part of the HCC, 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 HCC:
 - 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 HCC, on a need-to-know basis, to its affiliates, licensees, suppliers, contractors or other persons, where necessary to enable it to exercise its rights hereunder and provided that all such persons or entities to whom disclosure is made agree in writing to respect §39.

40. Delegation by the IOC

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

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

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

42. Unforeseen or undue hardship

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

43. Relationship of the Parties

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

44. Non-waiver

- 44.1. A waiver of any provision of the HCC or any breach thereof in one instance shall not be construed as a waiver of that provision or breach thereof in the future.
- 44.2. Other than as may be expressly stated in the HCC, all rights and remedies of Parties are cumulative and not in limitation or restriction of any other right or remedy.



45. Unenforceability of a provision

The determination by a court of competent jurisdiction that any provision or part provision of the HCC is void, invalid or unenforceable shall not affect the validity of the HCC 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 HCC shall continue in full force and effect, unless there is cause to assume that the contract would not have been concluded without them.

46. Languages

- 46.1. All information and documentation produced by the Host City, 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.
- 46.2. All information and documentation submitted to the IOC, by the Host City, the Host NOC and the OCOG, pursuant to the HCC, shall be submitted in English and French. The IOC may agree to a summary in English and/or French, as the case may be. All agreements requiring the approval of the IOC must be submitted to the IOC in at least English or French and, insofar as the IOC is concerned, the English version and, in case no English version is submitted, the French version shall prevail.
- 46.3. The Parties may make translations of the HCC but, in case of any conflict or discrepancy, the English version of the HCC shall prevail.

47. Olympic Charter

- 47.1. For the purposes of the HCC, all references to the Olympic Charter are to the Olympic Charter in force upon the conclusion of the 131st IOC Session in Lima, including its Rules and Bye-Laws.
- 47.2. Notwithstanding §47.1, 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 Host City, the Host NOC or the OCOG hereunder, the mechanism described in §30.3 shall apply.

48. Authorisation of signatories

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

49. Headings

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

50. Interpretation

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



51. Governing law and arbitration

- 51.1. This contract is exclusively governed by the substantive, internal laws of Switzerland, to the exclusion of the rules regarding conflicts of laws.
- 51.2. Any dispute concerning the validity, interpretation or performance of the HCC 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 in accordance with the Code of Sports-Related Arbitration of such Court. The arbitration shall take place in Lausanne, in the Canton of Vaud, Switzerland. If, for any reason, the Court of Arbitration for Sport denies its competence, the dispute shall then be determined conclusively by the state courts in Lausanne, Switzerland.
- 51.3. The Host City, the Host NOC and the OCOG hereby expressly waive the application of any legal provision under which they may claim immunity against any lawsuit, arbitration or other legal action which is either:
- a. initiated by the IOC or any other IOC Indemnatee;
 - b. initiated by a third party against the IOC or any other IOC Indemnatee; or
 - c. initiated in relation to the commitments undertaken by the Host Country Authorities.
- Such waiver shall apply not only to the jurisdiction but also to the recognition and enforcement of any judgment, decision or arbitral award.
- 51.4. The Host City and the Host NOC agree that any actions and other notices shall be validly served if they are addressed to the OCOG.



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

THE INTERNATIONAL OLYMPIC COMMITTEE

Per: _____

Thomas BACH
President

Per: _____

[Name]
Chairman, Finance Commission

THE CITY OF _____

Per: _____

[Name]
[Function]

Per: _____

[Name]
[Function]

THE NATIONAL OLYMPIC COMMITTEE OF _____

Per: _____

[Name]
[Function]

Per: _____

[Name]
[Function]



APPENDIX 1 - LIST OF DEFINED TERMS

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

Broadcast Agreements	means agreements concluded in relation to Games Broadcast, Coverage and Exhibition, as further described in §25.2
Broadcasting Cooperation Agreement	means the agreement entered into between the OCOG and OBS, as further described in §25.2 and §25.3
Candidature Commitments	means all guarantees, representations, statements, and other commitments contained in the Host City's candidature documentation submitted in response to the IOC's "Candidature Questionnaire Olympic Games 2024" which shall apply for reference purposes to the Games, (including pursuant to §26.2) or otherwise, as well as other undertakings executed or commitments made to the IOC, either in writing or orally by the City's candidature committee, the Host City, the Host NOC or the Host Country Authorities, or in statements made by or on behalf of the Host City, the Host NOC or any Host Country Authority and contained in the IOC Evaluation Commission for the Olympic Games 2028 report (as approved by the Host City and the Host NOC), provided that "Candidature Commitments" do not include any of the guarantees, representations, statements, and other commitments contained in the Host City's candidature documentation submitted to host the Games of the XXXIII Olympiad 2024 unless the Host City, the Host NOC or the Host Country Authorities specifically agrees in writing that the guarantees, representations, statements, and other commitments contained in the Host City's candidature documentation submitted to host the Games of the XXXIII Olympiad 2024 will be binding on them in relation to the Games
Ceremonies	means all Olympic-related ceremonies, including, without limitation, the Opening Ceremony of the IOC Session upon the occasion of the Games, the National Olympic Committees' Team Welcome ceremonies at the Olympic Village(s), the Opening and Closing Ceremonies of the Olympic Games and the Victory Ceremonies, as further defined in the " HCC – Operational Requirements – Ceremonies "
Coordination Commission	means the IOC Commission further described in §27 and in the Olympic Charter
Games	means the Games of the XXXIV Olympiad 2028
Games Broadcast, Coverage and Exhibition	means the distribution, exhibition, broadcast, transmission, retransmission, display, projection or performance of an audio or audio-visual programme of the Games (including any competition included in the Programme of the Games, any Ceremony and/or any other Games-Related event), by means of all forms of broadcast and exhibition media now or hereafter existing (e.g., downloading or streaming, IPTV, home video, video-on-demand, mobile platform rights, television, theatrical, closed-circuit, etc.)
Games Delivery Plan	has the meaning defined in §26.1(b)
Games Foundation Plan	has the meaning defined in §26.1(a)
Games Information Knowledge and Expertise	has the meaning defined in §29.2



Games-Related Properties	means all graphic, visual, artistic and intellectual works or creations, developed by or on behalf of or for the use of the Host City's candidature committee, the Host City, the Host NOC and/or the OCOG with respect to the Games, including all OCOG Marks and, without limitation, the following elements: <ul style="list-style-type: none"> - emblems and mascots, pictograms, official posters, designs (including Olympic torch, coins, banknotes, stamps and 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	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 " HCC – Operational Requirements – Technology "; and including, inter alia: <ul style="list-style-type: none"> a. technology infrastructure, such as telecommunications wired and wireless networks, data centres, telecommunications equipment (radios, telephones, etc.), networking equipment, computing infrastructure (PCs, servers, handheld devices, etc.), timing, measuring and scoring systems, display systems, public address systems, televisions, photocopiers, fax machines, photographic equipment and developing laboratories; and b. information systems, hardware and software, deployed over such technology infrastructure, the internet or mobile platforms
HCC (or Host City Contract)	has the meaning defined in §1.1
HCC – Operational Requirements	means the "Host City Contract – Operational Requirements" document, including all appendices thereto, in its version dated December 2016, as well as any subsequent version applicable between the Parties pursuant to §1.4, §30.2 and §30.3
HCC– Principles	Means this Host City Contract 2028 – Principles and all appendices thereto, i.e. "Appendix 1 – List of Defined Terms" and "Appendix 2 – Chapters of the HCC – Operational Requirements"
Host City	means the City of <input type="text"/> , host city of the Games
Host Country	means the country in which the Host City 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 Host City administration)
Host NOC	means the National Olympic Committee of <input type="text"/>
International Federations (IFs)	means international sports federations, as further defined in the Olympic Charter
Intellectual Property Rights	means and includes all <ul style="list-style-type: none"> a. copyright, patents, database rights and rights in trademarks, designs, know-how and confidential information (whether registered or not); b. applications for registration and the right to apply for registration for any of these rights; c. all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world; and d. all renewals, reversions and extensions thereof
International Broadcast Centre (IBC)	means the broadcast centre as further defined in the " HCC – Operational Requirements - Media "



International Programme	has the meaning defined in §24.7
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 Château de Vidy 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 HCC or subsequent thereto, owned and/or directly or indirectly controlled by the IOC, including all their subsidiaries and affiliates
IOC Indemnitees	means the IOC, all IOC Controlled Entities and their respective officers, members, directors, employees, consultants, agents, attorneys, contractors (including IOC Marketing Partners and Rights-Holding Broadcasters)
IOC/IPC Agreement	means the agreement between the IOC and the IPC in relation to the 2028 Paralympic Games, as further defined in §34
IOC Marketing Partners	all entities having been granted rights by the IOC as part of the International Programme, as defined in §24.7
Joint Marketing Programme	commercial programme formalised through the Joint Marketing Programme Agreement, creating a unified marketing structure for Olympic marketing within the Host NOC's territory for the Olympic Games, combining all of the marketing and commercial rights of the Host NOC and the OCOG, in order to safeguard the OCOG's revenue-generating ability
Joint Marketing Programme Agreement (JMPA)	has the meaning defined in §24.1
Key Olympic Venues	means and includes <ul style="list-style-type: none"> - all competition venues; - Olympic Village(s); - International Broadcast Centre (IBC), Main Press Centre (MPC) and other zone Media Centres (i.e., Mountain Media Centre, when relevant); - ceremony stadium(s) and Medal Plaza(s) (when relevant); - Olympic Family hotel(s), at least the main one(s); - Accommodation Villages (when relevant); - Olympic Park(s) and major common domain(s) (when relevant); and - airport(s) and other major points of 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 Château de Vidy 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 of 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 "CITY + 2028" identification of the Games, the OCOG Emblem, the OCOG mascot(s), the distinctive elements of the Look of the Games



OCS	means Olympic Channel Services SA, a Swiss company limited by shares, domiciled at Château de Vidy 1007 Lausanne, Switzerland and registered under 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 "HCC – Operational Requirements – Information Knowledge Management"
Official Timekeeper	means the IOC-appointed official provider of timing and scoring services of the Games and its sub-contractors
OIAC	means the Olympic Identity and Accreditation Card as defined in §20
Olympic Channel	the IOC's year-round 24/7 media platform for the Olympic Movement (with global and localized versions), operated by OCS, which may be made available on a linear and/or on-demand basis, delivered via video downloading and/or streaming, video-on-demand or any other delivery mechanism and accessible via the internet, IPTV, mobile technology, television (including on cable and satellite television, free-to-air and/or pay television) and any other media throughout the world
Olympic Foundation for Culture and Heritage	means a private independent foundation of Swiss law, founded by the IOC, domiciled at Quai d'Ouchy 1 Lausanne, Switzerland and registered under 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 "HCC – Operational Requirements – Village(s) Management" and the Olympic Charter
Parties	Means the Host City, the Host NOC, the OCOG and the IOC
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 for each sport (including all disciplines) included in the Programme of the Games, in order to test venues and operations



APPENDIX 2 - CHAPTERS OF THE HCC – OPERATIONAL REQUIREMENTS

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

HCC – Operational Requirements chapters	Referred to in the following §(s) of the Host City Contract - Principles
Accommodation	33
Accreditation	33
Arrivals and Departures	33
Brand, Identity and Look of the Games	33
Business Development	24, 33
Ceremonies	19, 33
City Activities and Live Sites	-
City Operations	-
Communications	29
Culture	33
Digital Media	25.4, 32
Education	33
Energy	33
Engagement	
Finance	10, 22, 26, 28, 29, 33
Food and Beverage	-
Games Management	26, 27, 28, 29, 33
Information and Knowledge Management	29
Language Services	-
Marketing Partner Services	24
Media	25.2, 33
Medical Services	33
NOC Services	33
Olympic Family and Dignitary Services	33
Olympic Torch Relay	33
People Management	-
Protocol	33
Rights Protection	19, 23, 24, 33
Sport	33
Sustainability and Olympic Legacy	15



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

ATTACHMENT 3
CITY GUARANTEES



August 1, 2017

Thomas Bach
President
International Olympic Committee
Château de Vidy
1007 Lausanne
Switzerland

Re: Candidature Questionnaire Olympic Games 2028 – Host City Contract Authorization

Dear Mr. President:

The City of Los Angeles (the “City”), the United States Olympic Committee (the “USOC”), and Los Angeles 2028 are honored to participate in the International Olympic Committee’s (“IOC”) historic process to select the Host City for the 2028 Olympic and Paralympic Games (the “Games”).

This letter is in connection with the 2028 Games Candidature File for the City (the “Candidature File”), using as a reference Section 2.4 of the Candidature Questionnaire Olympic Games 2024 (G2.1).

Mayor Eric Garcetti and City Council President Herb Wesson, writing on behalf of the City; Lawrence Probst and Scott Blackmun, writing on behalf of the United States Olympic Committee; and Casey Wasserman and Gene Sykes, writing on behalf of Los Angeles 2028 provide the following guarantee:

Los Angeles 2028, the City, and the USOC (hereinafter collectively referred to as the “Parties”) recognize and declare that they are aware of the contract which shall be executed with the International Olympic Committee (“IOC”) if the City is elected for the organization of the XXXIV Games of the Olympiad (such contract, including all annexes and other documents forming part thereof, being referred to herein as the “Host City Contract” and such Games as the “Games”) and, the City and the USOC confirm that they are prepared to sign the Host City Contract without reserve or amendment.

In consequence thereof, the Parties declare that, during the period of the candidature of the City, they will refrain from becoming a party to or approving or consenting to any act, contract, commitment or any other action contrary to or which might affect any of the

obligations stipulated in the Host City Contract. Should the Parties have already entered into or approved or consented to a commitment which would be in conflict with, jeopardize, prevent or make impossible the fulfillment of any provision of the Host City Contract, the Parties shall bring to the attention of the IOC Executive Board all such commitments, no later than August 18, 2017.

The Parties declare that all such commitments shall be neither enforced nor enforceable vis-à-vis the IOC and that such commitments shall be deemed, as regards the IOC and any party with which the IOC may enter into an agreement with respect to the Games, to be null and void, unless specifically requested and/or approved in writing by the IOC. Furthermore, the Parties shall take all steps necessary to terminate or cause to be terminated all such commitments which would be contrary to the obligations stipulated in the Host City Contract.

The Parties undertake to abide by the Olympic Charter and, in particular, the Rules and by-laws regarding the use of the Olympic Properties and confirm that they have ensured, or shall ensure, that the Olympic symbol and the terms "Olympic" and "Olympiad" and the Olympic motto are protected in the name of the IOC. The USOC confirms that, in accordance with the Olympic Charter, should such protection exist in the name of or for the benefit of the USOC, the USOC shall exercise any such rights in accordance with the instructions received by the IOC Executive Board.

The Parties declare that any dispute arising during the period of the candidature of the City, in connection with this Undertaking, shall be definitively settled by the Court of Arbitration for Sport in Lausanne, pursuant to the Code of Sports-related Arbitration. Swiss law shall be applicable to this Undertaking.

We appreciate the IOC's consideration of this letter and the spirit of partnership and candor in which it is presented.

Sincerely,

THE CITY OF LOS ANGELES

By: _____
ERIC GARCETTI
Mayor, City of Los Angeles

By: _____
HERB J. WESSON, JR
President, Los Angeles City Council

Date: _____

Date: _____

UNITED STATES OLYMPIC COMMITTEE

By: _____
LAWRENCE F. PROBST, III
Chairperson

By: _____
SCOTT BLACKMUN
Chief Executive Officer

LOS ANGELES 2028 CANDIDATURE COMMITTEE

By: _____
CASEY WASSERMAN
Chairperson

By: _____
GENE T. SYKES
Chief Executive Officer

Date: _____

Date: _____



CITY HALL
LOS ANGELES, CALIFORNIA 90012

August __, 2017

Thomas Bach
President
International Olympic Committee
Château de Vidy
1007 Lausanne
Switzerland

Re: Olympic and Paralympic Games 2028 Guarantee 3.5 (using as a reference the
Candidature Questionnaire Olympic Games 2024 – Stage 3 (G3.5))

Dear Mr. President:

The City of Los Angeles (the “City”) is honored to participate in the International Olympic Committee’s (“IOC”) historic process to select the Host City for the 2028 Olympic and Paralympic Games (the “2028 Games”).

This letter is in connection with the 2028 Games Candidature File for the City (the “Candidature File”), using as a reference Section 3.13 of the Candidature Questionnaire Olympic Games 2024 (G3.5).

Mayor Eric Garcetti and City Council President Herb Wesson, writing on behalf of the City, confirm as follows with respect to Guarantee 3.5 of the IOC Questionnaire: The City guarantees that it will cover any potential economic shortfall of the OCOG, including refunds to the IOC of advances in payment or other contributions made by the IOC to the OCOG, which the IOC may have to reimburse to third parties in the event of any contingency such as full or partial cancellation of the 2028 Olympic Games.

We appreciate the IOC's consideration of this letter and the spirit of partnership and candor in which it is presented.

Sincerely,

ERIC GARCETTI
Mayor, City of Los Angeles

HERB J. WESSON, JR
President, Los Angeles City Council

Date: _____

Date: _____

ATTACHMENT 4
MEMORANDUM OF
UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOS ANGELES,
LOS ANGELES 2024 EXPLORATORY COMMITTEE
AND
THE UNITED STATES OLYMPIC COMMITTEE
REGARDING THE LOS ANGELES ORGANIZING COMMITTEE
OF THE 2028 OLYMPIC AND PARALYMPIC GAMES**

This Memorandum of Understanding (this "MOU") is made and entered into as of the date of the last signature set forth below by and among the City of Los Angeles, a municipal corporation (the "City"), the United States Olympic Committee, a Congressionally chartered non-profit corporation ("USOC"), and the Los Angeles 2024 Exploratory Committee, a California nonprofit public benefit corporation (hereinafter "Los Angeles 2024" or "LA28"). Collectively, these entities shall be known herein as the "Parties" or individually as a "Party."

WITNESSETH

WHEREAS, on September 1, 2015, Los Angeles 2024 and the USOC entered into that certain Bid City Agreement, which set forth certain governing principles regarding the candidature for hosting the 2024 Olympic and Paralympic Games (the "Bid City Agreement");

WHEREAS, on September 1, 2015, the City executed that certain Joinder Agreement, in connection with the Bid City Agreement;

WHEREAS, Los Angeles 2024 and the City submitted a bid to the International Olympic Committee ("IOC") to host the 2024 Olympic and Paralympic Games (the "2024 Games") in Los Angeles, with the USOC's support and close collaboration;

WHEREAS, on January 25, 2017, the Los Angeles City Council (the "Council"), the governing body of the City, unanimously adopted a resolution authorizing the Mayor of the City (the "Mayor") and Council President to sign the necessary documentation required to host the 2024 Games;

WHEREAS, on July 11, 2017, in recognition of the exceptional strength of both the Los Angeles and Paris proposals to host the 2024 Games, the IOC unanimously agreed in principle to award both the 2024 and 2028 Olympic and Paralympic Games at the same time at the next IOC meeting scheduled for September 13, 2017;

WHEREAS, the IOC has committed to make additional funding available to support the additional four years of the 2028 Organizing Committee for the Olympic Games' (the "Organizing Committee's") operations, has committed to allow the 2028 Organizing Committee to market the commercial Olympic and Paralympic Games elements for an additional period, and will provide the 2028 Organizing Committee with the opportunity to exploit additional commercial Olympic and Paralympic Games rights;

WHEREAS, the additional four years of Organizing Committee operations and revenue-generation capacity also provides the Parties – with the support of the IOC – a significant opportunity to enhance access to City youth sports programming in the years leading up to the 2028 Olympic and Paralympic Games (the “2028 Games”);

WHEREAS, in light of this substantial IOC support for the 2028 host city and the accompanying opportunities for the City of Los Angeles, the Southern California region, the State of California, the United States, and the global Olympic Movement, on July 31, 2017, Los Angeles 2024 announced its interest in becoming the candidate city to host the 2028 Games;

WHEREAS, on July 31, 2017, Los Angeles 2024 began doing business as the Los Angeles 2028 Candidature Committee (“LA28”);

WHEREAS, the IOC has developed Olympic Agenda 2020, which invites cities to develop plans to host the Olympic and Paralympic Games in a manner that ensures a sustainable long-term Olympic legacy for the host city;

WHEREAS, the Parties desire to work together in good faith to host a fiscally-responsible 2028 Games that are consistent with the long-term interests of each of the City and the USOC;

WHEREAS, the Parties are committed to developing and operating in accordance with an operating budget for the 2028 Games that is prudent, realistic and designed to protect taxpayers by mitigating financial risk;

WHEREAS, Los Angeles’ plan to host the Olympic and Paralympic Games is as viable in 2028 as it is in 2024 and mitigates taxpayer risk by maximizing the use of existing and planned world-class facilities and venues;

WHEREAS, the IOC has committed to work with both the cities of Paris and Los Angeles to identify significant Olympic and Paralympic Games cost savings beyond those contemplated in the 2024 Games budget, which are to be attained by taking advantage of the opportunities for collaboration between the 2024 and 2028 host cities – including potential turnkey solutions, procurement, sharing of knowledge and expertise, and promotion, among others – and by working collaboratively with the international sports federations;

WHEREAS, the risk-mitigation features of the OCOG Budget (defined in Section 7(f) below) are enhanced by its inclusion of a substantial contingency to protect LA28 and the City against the financial risk of additional costs arising from unknown events and changed circumstances that may arise during the 2028 Games planning and construction process;

WHEREAS, the Parties risk-mitigation planning shall be further enhanced by an insurance package for the 2028 Games that shall be negotiated and purchased by LA28 and shall be comprehensive, both in its coverage and scale;

WHEREAS, if the City is selected by the IOC to host the 2028 Games, LA28 shall be reconstituted into the Los Angeles Organizing Committee of the Olympic and Paralympic Games (the "OCOG");

WHEREAS, the Parties recognize the City's diversity as a strength and desire that the OCOG's Board of Directors and all of its committees reflect such strength;

WHEREAS, the Parties desire to ensure the 2028 Games OCOG shall build upon the Parties' careful risk mitigation planning cooperatively undertaken to date by memorializing herein their intentions concerning certain material terms of the relationship to be maintained between the City and the OCOG in the event that the City is awarded the opportunity to host the 2028 Games;

WHEREAS, the additional four-year period of OCOG operations will necessitate that the City and the OCOG meet regularly;

WHEREAS, local governmental viewpoints are an essential constituent of the OCOG's operation of the 2028 Games, and accordingly, the USOC encourages consultation with the City regarding certain material terms of the organization and governance of the OCOG;

WHEREAS, in the event the City is awarded the opportunity to host the 2028 Games in Los Angeles, matters pertaining to the relationship between the City and the OCOG shall be memorialized in a definitive "Los Angeles 2028 Games Agreement" incorporating the provisions herein and other customary terms and conditions; and

WHEREAS, the Parties acknowledge and agree that, pursuant to Section 3 of the Host City Contract 2028 (the "Host City Contract"), all agreements relating to the incorporation and the existence of the OCOG, including this MOU, shall be submitted to the IOC for its approval.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties, and of the promises contained in this MOU, the Parties hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated into this MOU.

Section 2. Purpose. The purpose of this MOU is to set forth certain material terms of the relationship between the City and the OCOG that shall be memorialized, implemented and maintained in the event that the City is awarded the opportunity to host the 2028 Games. Approval of this MOU by all signatories is a condition precedent to the City's 2028 candidature commitments.

Section 3. Cooperation. In the event that the City is awarded the opportunity to host the 2028 Games, the Parties shall cooperate with one another and the OCOG in good faith to negotiate, obtain all necessary approvals for and enter into the Los Angeles 2028 Games Agreement no later than September 14, 2019. This Los Angeles 2028 Games Agreement shall include the terms of the OCOG's support for a youth sports program that will aim to significantly enhance the opportunities for the City's youth to access City sport programming.

Section 4. Voluntary. This MOU is voluntarily entered into for the purposes set forth in Section 2 above.

Section 5. Term. This MOU shall become effective on the date of the last signature set forth below by the Parties and shall remain in effect until one of the following events occurs (in which case, this MOU shall automatically terminate upon the occurrence of such event): (i) the members of IOC vote (which vote is expected to occur on or about September 13, 2017) to select a city to host the 2028 Games and the city so selected by the members of the IOC is not Los Angeles (an "Unsuccessful Games Vote"), (ii) the OCOG and the City execute and deliver a Los Angeles 2028 Games Agreement and such agreement is in full force and effect, or (iii) the express written agreement of each of the parties hereto to terminate this MOU.

Section 6. OCOG Joinder. In the event that the City is awarded the opportunity to host the 2028 Games, the Parties shall ensure that, within one (1) month after the OCOG's formation, the OCOG intervenes as a party to this MOU. (LA28 has agreed in writing separately with the USOC that LA28 will take all necessary steps to ensure that the OCOG intervenes as a party to this MOU.) The OCOG shall be the successor in interest of LA28 and be bound by all of LA28's rights, responsibilities, duties and obligations.

Section 7. Roles and Responsibilities. In the event that the City is awarded the opportunity to host the 2028 Games:

(a) The City shall have no less than 1/6 of the voting members (the "City Representative(s)") of the OCOG Board of Directors and each of its committees, including the executive committee. The City's representation on the OCOG Board of Directors and any committee shall be rounded up to the next whole number. No OCOG committee possessing the legal authority to act on behalf of the OCOG Board of Directors in respect of one or more matters, including, but not limited to, the executive committee, shall have fewer than two (2) City Representatives, except that any audit committee or ethics committee shall have only one (1) City Representative if the audit committee or ethics committee is made up of six (6) or fewer voting members.

(b) The Parties agree that the City will determine its City Representatives on the OCOG Board of Directors and the assignment of such City Representatives on any related OCOG committee, as described in Section 7(a).

(c) A municipality other than the City shall not be entitled to designate a representative on the OCOG Board of Directors or any of its committees, including the executive committee, unless LA28 and/or the OCOG informs the Council and obtains its written consent.

(d) LA28 and the USOC acknowledge and LA28 agrees that any commitment by the OCOG of any City funds or any City financial guarantee related to the 2028 Games shall require the express authorization of the City.

(e) LA28 and the USOC acknowledge and agree the OCOG shall not have any authority to bind the City to any legally binding obligation unless that authority has been granted to the OCOG by the City.

(f) The Parties acknowledge and agree that the OCOG shall plan, organize, and deliver the 2028 Games within a total project budget for the 2028 Games (the "OCOG Budget"). The OCOG Budget shall include Revenue Line Items and Cost Line Items. As used herein, "Revenue Line Items," individually or in the aggregate, is limited to the following IOC-identified revenue categories: (1) the IOC's contribution; (2) the TOP Programme (gross); (3) domestic sponsorships (gross); (4) ticket sales; (5) licensing and merchandise; (6) government contributions; (7) lotteries; and (8) other revenues. As used herein, "Cost Line Items", individually or in the aggregate, is limited to the following IOC-identified cost categories: (A) venue infrastructure; (B) sport, games services and operations; (C) technology; (D) people management; (E) ceremonies and culture; (F) communications; marketing and look; (G) corporate administration and legacy; (H) other expenses; and (I) Contingency. Each of the foregoing Revenue Line Items and Cost Line Items shall be determined as represented in Table 121a of the IOC Candidature Questionnaire Olympic Games 2024. Beginning in 2024, in all reports to the City, the Contingency shall reflect the following sub-categories: Unallocated Contingency and Allocated Contingency (as such terms are defined in Section 8(e)(i)). Should the OCOG and the City desire to include additional Revenue Line Items or Cost Line Items, the OCOG and the City can do so at any time upon the written mutual consent of the OCOG and the City.

(g) The Parties acknowledge and agree that, in order to support a successful 2028 Games, the City shall be required to provide certain municipal services that go above and beyond the normal and customary service level that would be provided in the absence of the 2028 Games. Accordingly, in the event that the City is awarded the opportunity to host the 2028 Games, the OCOG and the City shall negotiate in good faith and enter into one or more agreements under which the City and other venue municipalities shall agree to provide municipal services at levels necessary to support a successful 2028 Games ("Enhanced Municipal Services") and the OCOG shall reimburse the City and such other municipalities for their incremental out-of-pocket costs incurred as a result of performing such Enhanced Municipal Services (the "Enhanced Municipal Services Agreements"). The Parties acknowledge that they expect that the categories of Enhanced Municipal Services identified in each Enhanced Municipal Services Agreement as being necessary to support a successful 2028 Games shall be substantially identical in each of the Enhanced Municipal Services Agreements, subject to articulable differences between municipalities (e.g., if in certain municipalities, such services are performed by private entities or other differentiating circumstances). The Parties further acknowledge that each municipality containing a venue is required to provide a guarantee for the 2028 Games to the IOC that the municipality shall cooperate with the OCOG and the municipality shall charge no more than its ordinary and customary prices for goods and services, including but not limited to, police, fire, sanitation, traffic and parking control, associated with the 2028 Games. The OCOG will ensure that this IOC requirement is adhered to with respect to any municipality containing a venue for the 2028 Games.

(h) The Parties acknowledge, agree and anticipate that given the 2028 Games events are not scheduled to take place until 2028 and given that the Los Angeles region continues

to add to its already expansive inventory of world class sports venues, relocating a competition event may benefit the presentation of the 2028 Games. Prior to relocating certain Olympic events (a "Certain Event"), the OCOG shall inform the Council and obtain its written consent (which shall not be unreasonably withheld, conditioned, or delayed) if such relocation both moves a Certain Event out of the City and constitutes an amendment to the venue plan submitted to the City on January 18, 2017 (a "Material Event Relocation"). For purposes of this Section 7(h), the following are Certain Events: any competition event to be held at a venue located in the City, the Media Village, and the Athletes Village.

(i) LA28 shall present and obtain Council's written approval to any changes to the plan for the Official Opening and Closing Ceremonies of the 2028 Games approved by the City on January 25, 2017.

Section 8. Risk Management. In the event that the City is selected to host the 2028 Games:

(a) The OCOG shall obtain and maintain, at its own cost, insurance policies in accordance with prudent commercial best practices (and that of past Olympic Games) to include, but not be limited to, policies to protect against natural disasters, terrorism, event cancellation, and coverage for reduced ticket sales and other revenue sources should the events become less appealing. Such insurance protection shall also include public liability and indemnity insurance to protect against the financial risk associated with death, bodily injury or damage to property suffered by any third party, including members of the general public, as well as to protect the OCOG and City against the cost of defending any third-party claim in addition to covering any compensation or damages that are awarded. The OCOG shall also obtain an active Host City Contract 2028 insurance policy no later than the date of the City's signature of the Host City Contract. The OCOG shall provide copies of all purchased insurance policies to the City.

(b) The OCOG shall have the City designated as either an additional insured, interest, payee or beneficiary, on any insurance policy purchased in connection with the preparation for and conduct of the 2028 Games. The OCOG shall notify the City of all insurance claims brought against the OCOG.

(c) The OCOG shall prepare and present to the City a report on its insurance program and risk management strategy on at least an annual basis for review by the City. In conjunction with the OCOG's annual presentation of the first OCOG Budget, the initial report on the OCOG's insurance program and risk management strategy shall be due to the City no later than March 31, 2018. This initial report on the OCOG's insurance program and risk management strategy shall be developed in collaboration with the City. These reports shall address pertinent information, including but not limited to, the various insurance products and coverage amounts contemplated, along with the proposed timing of their procurement. The OCOG shall obtain the City's approval for any proposed reduction of any insurance program. The City shall have the right to recommend changes to the insurance program and risk management strategy. The OCOG shall consider and provide a written response to the recommendations within thirty (30) days of receiving such recommendations.

(d) Following the conclusion of the 2028 Games, the OCOG shall not seek funds from the City to defray any financial deficit associated with the 2028 Games unless and until all of the following has occurred: (i) the OCOG's funds are fully expended and exhausted; (ii) the OCOG has made commercially reasonable efforts to obtain full coverage for covered claims from all valid and collectible liability insurance policies procured by the OCOG; and (iii) the OCOG has made commercially reasonable efforts to recover from all third parties who owe payments to the OCOG.

(e) The OCOG shall annually present to Council an updated OCOG Budget which shall include a contingency amount that equals actual or projected total revenue net of total actual or projected costs (the "Contingency"). This presentation shall occur within the first quarter of each OCOG Fiscal Year (the "Fiscal Year" January through December), beginning in Fiscal Year 2018 and ending when the OCOG is dissolved.

(i) Beginning with the OCOG's annual presentation of an updated OCOG Budget in Fiscal Year 2024, the OCOG shall each year show the Contingency as both an unallocated Contingency (the "Unallocated Contingency") and an allocated Contingency (the "Allocated Contingency"). Except for any amounts utilized pursuant to Section 8(e)(ii)(A), no later than the first quarter of 2029, the OCOG shall have set aside funds for a total Allocated Contingency of two hundred and seventy million dollars (\$270,000,000).

(A) In the first quarter of Fiscal Year 2024, the OCOG shall set aside five million dollars (\$5,000,000) for the Allocated Contingency, except that the funds set aside for the Allocated Contingency in 2024 shall not exceed ten percent of the unencumbered cash the OCOG possesses (the "Cash Reserves") at the close of the prior Fiscal Year (FY2023). In the first quarter of Fiscal Year 2025, the OCOG Budget shall set aside an additional ten million dollars (\$10,000,000) for the Allocated Contingency, except that the funds set aside for the Allocated Contingency in 2025 shall not exceed ten percent of the Cash Reserves at the close of the prior Fiscal Year (FY2024). In the first quarter of Fiscal Year 2026, the OCOG shall set aside fifteen million dollars (\$15,000,000) for the Allocated Contingency, except that the funds set aside for the Allocated Contingency in 2026 shall not exceed ten percent of the unencumbered cash the OCOG possesses (the "Cash Reserves") at the close of the prior Fiscal Year (FY2025). In the first quarter of Fiscal Year 2027, the OCOG Budget shall set aside an additional twenty million dollars (\$20,000,000) for the Allocated Contingency, except that the funds set aside for the Allocated Contingency in 2027 shall not exceed ten percent of the Cash Reserves at the close of the prior Fiscal Year (FY2026). In the first quarter of Fiscal Year 2028, the OCOG shall set aside an additional twenty-five million dollars (\$25,000,000), except that the funds set aside for the Allocated Contingency in 2028 shall not exceed ten percent of the Cash Reserves at the close of the prior Fiscal Year (FY2027). Except for any amounts utilized pursuant to Section 8(e)(ii)(A), in the first quarter of Fiscal Year 2029, the OCOG shall set aside such

funds as necessary to achieve a total Allocated Contingency of two hundred and seventy million dollars (\$270,000,000) (or such lesser amount that reflects the deduction of funds utilized in prior Fiscal Years pursuant to Section 8(e)(ii)(A)).

(B) The Allocated Contingency shall be reflected in dollars specific to each of the respective Fiscal Years referenced in Section 8(e)(i)(A).

(C) For the avoidance of doubt, to the extent Cash Reserves prevent full allocation in Fiscal Years 2024, 2025, 2026 or 2027 of the Allocated Contingency to be set aside in such Fiscal Year on the schedule provided above, then the remainder of such year's allocation shall be set aside in Fiscal Year 2025, 2026, 2027 or 2028 so long as the total amount set aside in that Fiscal Year does not exceed ten percent (10%) of the Cash Reserves at the close of the prior Fiscal Year. As provided in Section 8(e)(i)(A), in the first quarter of Fiscal Year 2029, the OCOG shall set aside such funds as necessary to achieve a total Allocated Contingency of two hundred and seventy million dollars (\$270,000,000) (or such lesser amount that reflects the deduction of funds utilized in prior Fiscal Years pursuant to Section 8(e)(ii)(A)).

(ii) The Allocated Contingency may only be (A) utilized to cover expenditures in the event that other actual or projected OCOG revenues (including the Unallocated Contingency) are not available therefor, or (B) disbursed as surplus 2028 Games profits in accordance with the Host City Contract. Prior to the OCOG's use of the Allocated Contingency with respect to clause (A) only, the OCOG shall obtain the City's written consent (which shall not be unreasonably withheld, conditioned, or delayed). OCOG surplus is defined as the cash surplus resulting from cash revenues minus cash expenses, in relation to the OCOG Budget and calculated at the determination of the OCOG's final contingent liabilities.

(iii) The City retained KPMG (the "Expert") to analyze and prepare a written report on the 2024 Games budget prepared by Los Angeles 2024, and in its discretion may retain KPMG to prepare an updated written report (the "Updated Report") regarding the projections of revenues and expenditures contained in LA28's operating budget for the 2028 Games presented by LA28 to the Council in Fiscal Year 2018 or 2019, provided that any Updated Report must be completed prior to the earlier of (A) eighteen months after the formation of the OCOG or (B) the OCOG's transmittal to the IOC of its Games Delivery Plan and Games Foundation Plan (as such terms are defined in the Host City Contract). The City and LA28 will mutually approve the scope of the KPMG review. The Expert may, with prior written approval by City, retain subcontractors, to assist in development of the Updated Report. All fees, costs and expenses of the Expert shall be funded by the OCOG.

Section 9. Transparency.

(a) The OCOG shall designate representatives to make periodic appearances at meetings of the Council and its committees on the 2028 Summer Olympics, as appropriate, and to participate in regularly-scheduled status update meetings and conference calls with appropriate City staff. In consideration of the OCOG's need to (1) prioritize finalizing agreements with key 2028 Games partners for venues and operations, (2) develop careful programming for the additional four years of OCOG operations, and (3) structure and establish a program to increase access to City youth sports programs in the years leading up to the 2028 Games, the OCOG representatives shall in the first three years appear before the Council at least once quarterly or as requested by Council. Such OCOG representatives shall thereafter appear before the Council at least once during each Fiscal Year or as requested by Council.

(b) The OCOG shall provide annual reports to the Council (and provide copies of all such reports to the USOC), which shall include, but not be limited to, the following (collectively, the "Annual Report"), which shall be submitted to Council no later than three (3) months after the end of each Fiscal Year:

(i) the OCOG's Budget and financial statements, including, but not limited to its balance sheet, income statement, and statement of cash flows, as well as a forecast versus actual comparison against the OCOG Budget for the year, and bank statements of the Allocated Contingency;

(ii) a management discussion and analysis that provides a written overview of the previous year's operations, how the OCOG performed financially and a forecast versus actual comparison of Revenue Line Items and Cost Line Items;

(iii) a financial forecast of the OCOG's revenues, expenses and construction costs for each of the years thereafter;

(iv) an update on venue infrastructure, including, but not limited to, all related schedules and budgets;

(v) a list of all contracts (including the name, type, amount, term and purpose) of the OCOG pertaining to the 2028 Games that were entered into by the OCOG the prior Fiscal Year, valued in excess of \$1,000,000 (which includes contractors possessing contracts with a cumulative value in excess of \$1,000,000);

(vi) an update on the insurance procured by the OCOG and the amount and types of coverage provided by such insurance;

(vii) a report on the OCOG's program to increase access to City youth sports programs in the years leading up to the 2028 Games; and

(viii) copies of any financial reports submitted by the OCOG to the IOC and the USOC and any reports submitted by the OCOG to the State of California.

(c) Upon Council's request, the OCOG shall provide additional details regarding its plan to address any adverse financial information contained in the Annual Report.

(d) The OCOG shall provide the City with copies of (i) the OCOG's conflict of interest policy, (ii) the OCOG's annual audited financial statements within thirty (30) days of OCOG's receipt of such financial statements from its outside auditor and (iii) the OCOG's annual IRS Form 990 within thirty (30) days of the filing of such form with the IRS.

(e) The OCOG shall comply with all applicable City laws and ordinances.

Section 10. Venue Agreements.

(a) LA28 and the OCOG shall require that any provision that provides (i) general indemnification for the OCOG that is contained in any agreement relating to the rental of a facility to be used for a 2028 Games competition or ceremony event (a "Venue Agreement") shall also be provided for the City and the USOC.

(b) LA28 and the OCOG shall require each Venue Agreement include the following provisions which shall be incorporated therein *mutatis mutandis*:

(i) None of the City, the State of California, the IOC, the International Paralympic Committee, the USOC or any of their respective representatives, nor any representative of the [OCOG] (all of the foregoing, collectively, "Unrelated Parties") shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with or arising out of this [Venue Agreement] or any subsequent agreement between the parties relating to the subject matter hereof; and

(ii) Without limiting the foregoing, neither the [OCOG] nor [Venue Owner] shall be deemed to be an agency, instrumentality, joint venturer or agent of any Unrelated Party.

(c) The Parties agree that if the OCOG benefits from the following provision, or anything similar to the following language, then the City shall receive the same benefit of such provision:

(i) [Venue Owner], for itself and its successors and assigns, hereby irrevocably waives and releases, and hereby agrees and covenants to refrain from bringing or causing to be brought, any claims, demands, action, suits or other proceedings, whether at law or in equity, or whether before a court, arbitration panel, agency board or other body, against any Unrelated Party on account of any and all rights, demands, damages, claims, actions, causes of action, duties or breaches of duty, known or unknown, existing, pending, accrued or unaccrued (each, a "Cause of Action"), that [Venue Owner] has, claims to have

or may have against any Unrelated Party, to the extent any such Cause of Action arises from or relates to this [Venue Agreement].

Section 11. Dispute Resolution. Article IX of the Bid City Agreement shall be the sole method for resolving disputes between the Parties under this MOU and such Article shall be incorporated herein by this reference in its entirety *mutatis mutandis*. Notwithstanding the foregoing, the Parties agree that for any dispute arising between the Parties under this MOU, the place of arbitration shall be the City of Los Angeles, State of California.

Section 12. General Provisions.

(a) Notices. Any notices or reports relating to this MOU, and any request, demand, statement or other communication required or permitted hereunder, shall be in writing and shall be delivered to the Parties at their respective addresses set forth in Exhibit A. Each Party shall promptly notify every other Party of any change of contact information, including personnel changes, provided in Exhibit A. Written notice shall include notice delivered via email or facsimile. A notice shall be deemed to have been received on (i) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email, or (ii) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit A.

(b) Relationship of Parties. The Parties are and shall remain at all times, as to each other, wholly independent entities. No Party shall have power to incur any debt, obligation or liability on behalf of another Party unless expressly provided to the contrary by this MOU. No employee, agent or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.

(c) Assignment. No Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Parties, except that LA28 shall be permitted to assign its rights and delegate its obligations hereunder to the OCOG and the OCOG shall assume LA28's obligations without obtaining the consent of the other Parties. This MOU shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns (including the OCOG) and nothing in this MOU, express or implied, is intended to or shall confer upon any other person any rights, benefits or remedies of any nature whatsoever under or by reason of this MOU.

(d) Amendment; Waiver. Subject to written approval by the IOC, the terms and provisions of this MOU shall be binding upon the Parties and may not be amended, modified or waived, except by an instrument in writing signed by each of the Parties. Waiver by any Party to this MOU of any term, condition or covenant of this MOU shall not constitute a waiver of any other term, condition or covenant. Waiver by any Party of any breach or violation of any of the provisions of this MOU shall not constitute a waiver of any breach or violation of any other provision of this MOU, nor a waiver of any subsequent breach or violation of any provision of this MOU.

(e) Entire Agreement. This MOU constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto; provided that nothing in this MOU shall be deemed to supersede or otherwise modify all or any terms of, including as may be reflected in exhibits thereto (i) the Memorandum of Understanding between the City and Los Angeles 2024 dated January 15, 2016 or (ii) the Bid City Agreement.

(f) Non-Recourse. No obligation of LA28, USOC or the City (or the OCOG) under this MOU constitutes an obligation of, and no recourse, claims, actions, rights to sue or other remedies shall be had against, any trustee, director, officer, employee, volunteer, agent, consultant, member, attorney, representative or independent contractor of LA28, USOC or the City (or the OCOG) for any obligations arising out of this MOU. No trustee, director, officer, employee, volunteer, agent, consultant, member, attorney, representative or independent contractor of LA28, the USOC or the City (or the OCOG) shall have any personal liability or obligation for any act or omission of LA28, the USOC or the City (or the OCOG), whether arising out of this MOU or otherwise in connection with any of the transactions contemplated hereby or thereby or any other matter related to the 2028 Games.

(g) No Third Party Beneficiary. Except as expressly provided herein, no third party is intended to be, or shall be deemed to be, a beneficiary of any provision of this MOU.

(h) IOC Approval Required. The Parties acknowledge that the understandings set forth in this MOU are subject to the written approval of the IOC and shall not be binding upon any Party unless and until such written approval is obtained.

(i) USOC Board Approval. The parties acknowledge and agree that the USOC – as a party to the Host City Contract – must formally commit to the 2028 candidature prior to this MOU being binding on any party. In that light, the USOC signatures below signify only the USOC's agreement the terms hereof would become binding on it in the event that the USOC does make such formal commitment to the 2028 candidature. The USOC Board of Directors is scheduled to vote to approve or disapprove the 2028 candidature on August 15, 2017.

(j) Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument. This MOU is being executed in three (3) originals, each of which is deemed to be an original.

[The remainder of this page has intentionally been left blank; signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the Parties:

THE CITY OF LOS ANGELES

By: _____
ERIC GARCETTI
Mayor, City of Los Angeles

By: _____
HERB J. WESSON, JR
President, Los Angeles City Council

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

HOLLY L. WOLCOTT, City Clerk


By: _____

By: _____

Date: _____

Date: _____

LOS ANGELES 2024 EXPLORATORY COMMITTEE

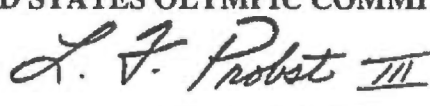
By:  _____
CASEY WASSERMAN
Chairperson

By:  _____
GENE T. SYKES
Chief Executive Officer

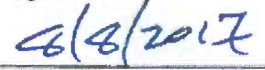
Date: August 8, 2017

Date: August 8, 2017

UNITED STATES OLYMPIC COMMITTEE

By:  _____
LAWRENCE F. PROBST, III
Chairperson

By:  _____
SCOTT BLACKMUN
Chief Executive Officer

Date:  _____

Date:  _____

Exhibit A
Addresses for Notices

THE CITY OF LOS ANGELES

Eric Garcetti
Los Angeles Mayor
200 N. Spring St.
Los Angeles, CA 90012

Michael N. Feuer
Los Angeles City Attorney
200 N. Main St., Suite 800
Los Angeles, CA 90012-4137

Richard H. Llewellyn, Jr.
City Administrative Officer
200 N. Main St., Suite 1500
Los Angeles, CA 90012-4137

Sharon M. Tso
Chief Legislative Analyst
200 N. Spring Street, Room 255
Los Angeles, CA 90012-4137

Holly L. Wolcott
City Clerk
200 N. Spring Street, Room 360
Los Angeles, CA 90012

LOS ANGELES 2028 CANDIDATURE COMMITTEE

Brian E. Nelson
General Counsel
10960 Wilshire Blvd.
Suite 1050
Los Angeles, CA 90024

UNITED STATES OLYMPIC COMMITTEE

Chris McCleary
General Counsel
1 Olympic Plaza
Colorado Springs, Colorado 80909

ATTACHMENT 5
SUPPORT LETTERS FOR
STATE LEGISLATION



ANTHONY RENDON

SPEAKER of the ASSEMBLY
Sixty-Third Assembly District

August 7, 2017

Honorable Eric Garcetti, Mayor of Los Angeles
Honorable Herb Wesson, President of the Los Angeles City Council
200 North Spring Street
Los Angeles, California 90012

Dear Mayor Garcetti and Council President Wesson:

Congratulations on securing an historic opportunity to host the 2028 Olympic and Paralympic Games (the “2028 Games”)! As you know, Senate President pro Tempore Kevin de León and I co-authored Senate Bill 1465, legislation supporting the City of Los Angeles hosting the 2024 Olympic and Paralympic Games. The Assembly approved SB 1465, with 71 members voting aye, and Governor Brown signed it into law.

As the Los Angeles City Council considers final approval of the agreement to host the 2028 Games, please convey my commitment to work with my colleagues in the Assembly and the Senate to approve legislation that applies the provisions of SB 1465 to the City hosting the 2028 Games. The bill will include an Olympic Games Trust Fund that authorizes financial support in connection with deficits that may – but are unlikely to – result from the 2028 Games. The additional concessions achieved in the 2028 agreement substantially increase the International Olympic Committee’s financial contribution and provide additional revenue opportunities for the Los Angeles Organizing Committee, which further minimizes the risk of cost overruns associated with the 2028 Games.

Securing the 2028 Games reflects a significant achievement. It will benefit the City and the entire State as we showcase the best of Los Angeles and California – with the whole world watching. I am proud to continue supporting the City of Los Angeles hosting the 2028 Games, with legislation that will express that support and commitment from all Californians.

Sincerely,

ANTHONY RENDON
Speaker of the Assembly

STATE CAPITOL
ROOM 205
SACRAMENTO, CA 95814
TEL (916) 651-4024
FAX (916) 651-4924

DISTRICT OFFICE
1808 W SUNSET BLVD
LOS ANGELES, CA 90026
TEL (213) 483-9300
FAX (213) 483-9305



STANDING COMMITTEE
SENATE RULES
CHAIR

SENATOR KEVIN DE LEÓN

PRESIDENT PRO TEMPORE

August 7, 2017

Honorable Eric Garcetti, Mayor
Honorable Herb Wesson, City Council President
City of Los Angeles
200 N. Spring St.
Los Angeles, CA 90012

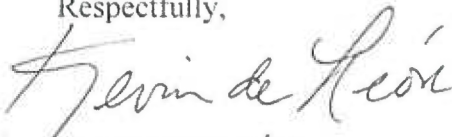
Dear Mayor Garcetti and Council President Wesson:

Congratulations on securing a historic opportunity to host the 2028 Olympic and Paralympic Games (the "2028 Games"). I share your strong commitment to ensure the City of Los Angeles is successful in hosting the Olympic Games. For this reason, I authored Senate Bill 1465, which supported the city's candidacy to host the 2024 Olympic and Paralympic Games. SB 1465 overwhelming passed the Legislature and was signed into law by the Governor in September of 2016.

With the recent decision for Los Angeles to host the 2028 Games rather than the 2024 games, SB 1465 is now obsolete. As such, I am committed to introducing legislation in the 2018 Legislative year to make the changes needed to ensure financial and political support for the 2028 Games.

Securing the 2028 Games is a significant achievement; one that will economically benefit Los Angeles and California as we showcase our culture, diversity and natural beauty to the entire world. I look forward to working with you on this legislation in the coming year. If you have questions, please feel free to contact me at 916-651-4024.

Respectfully,


KEVIN DE LEÓN
Senate President pro Tempore

ATTACHMENT 6

RESOLUTION

**to Support/Sponsor Legislation
to Provide a State Financial
Guarantee to the 2028 Games**

RESOLUTION

WHEREAS, any official position of the City of Los Angeles with respect to legislation, rules, regulations, or policies proposed to or pending before a local, state or federal governmental body or agency must have first been adopted in the form of a Resolution by the City Council with the concurrence of the Mayor; and

WHEREAS, Los Angeles 2024 and the City submitted a bid to the International Olympic Committee (IOC) to host the 2024 Olympic and Paralympic Games (2024 Games) in Los Angeles; and

WHEREAS, the Los Angeles City Council adopted a resolution authorizing the Mayor of the City and Council President to sign the necessary documentation required to host the 2024 Games; and

WHEREAS, following an IOC decision to award both the 2024 and 2028 Olympic and Paralympic Games simultaneously, Los Angeles 2024 announced its interest in becoming the candidate city to host the 2028 Games; and

WHEREAS, SB 1465 (de Leon), adopted by the Legislature and signed into law by the Governor in the 2015-16 Legislative Session, would have provided a \$250 million State guarantee to cover any losses caused by the Olympics after the City assumed losses of \$250 million; and

WHEREAS, the bill recognized LA24's plans to deliver a self-sufficient Games based on conservative financial projections and served as an important piece of the City's Games risk mitigation strategy; and

WHEREAS, with the decision to pursue hosting the 2028 Games, a State guarantee similar to SB 1465 with a greater financial backstop will provide protections that will strengthen the City's bid;

NOW, THEREFORE, BE IT RESOLVED, with the concurrence of the Mayor, that by the adoption of this Resolution, the City of Los Angeles hereby includes in its 2017-2018 State Legislative Program SUPPORT or SPONSORSHIP of a bill that would provide a 2028 Olympics Guarantee to the City of Los Angeles in an amount greater than \$250 million.