CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 9-29-17

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Chief Legislative Analyst

CONTACT PERSON: John Wickham PHONE: x35738

CONTRACT NO.: C-130124 COUNCIL FILE NO.: 15-0989

ADOPTED BY COUNCIL: 8/14/17
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT X
AMENDED AND RESTATED ___
ADDENDUM NO. ___
SUPPLEMENTAL NO. ___
CHANGE ORDER NO. ___
AMENDMENT ___

CONTRACTOR NAME: International Olympic Committee

TERM OF CONTRACT: _____ THROUGH: 2028

TOTAL AMOUNT: _____

PURPOSE OF CONTRACT:

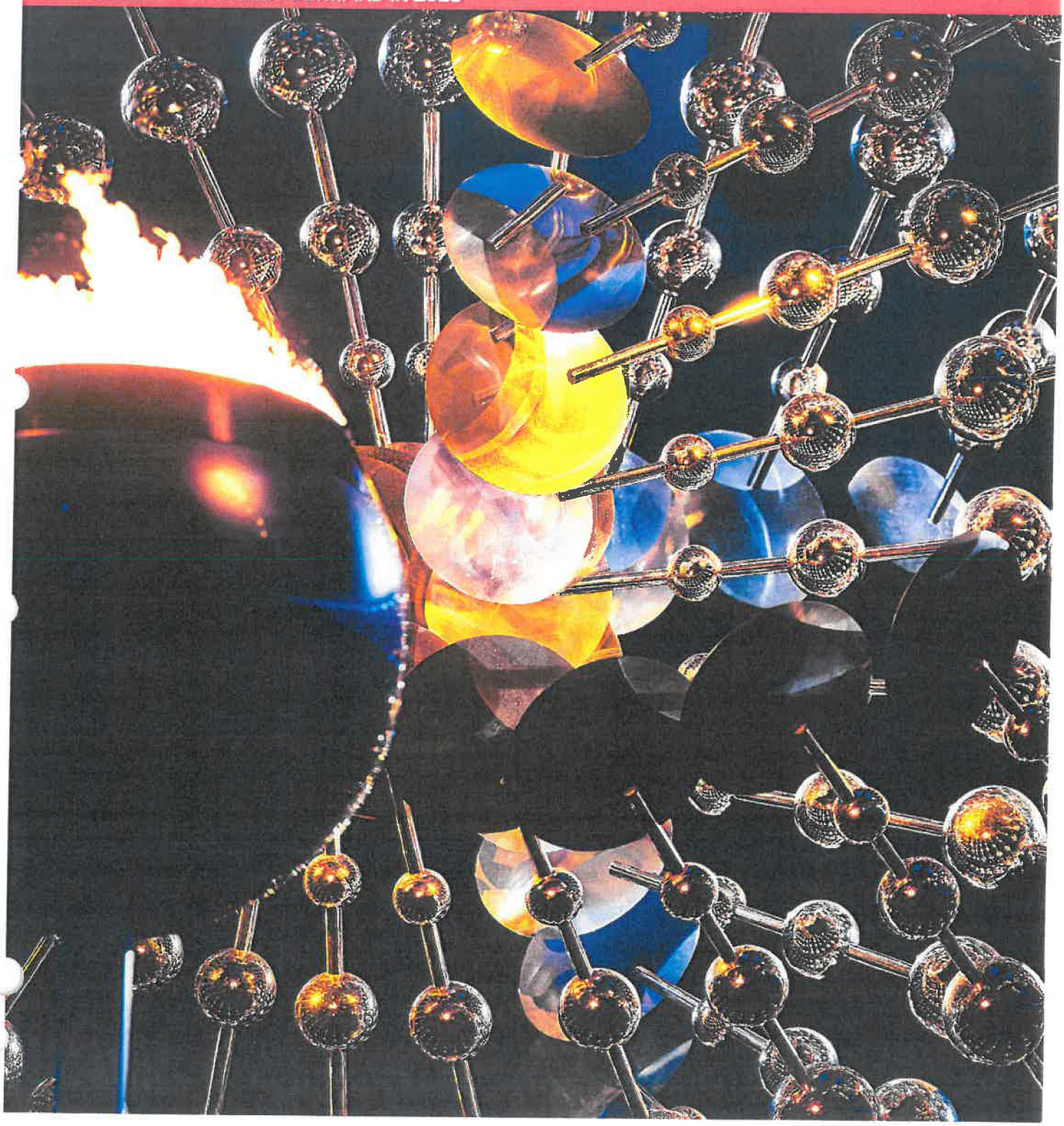
Terms related to hosting the 2028 Olympic and Paralympic Games in Los Angeles.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

INTERNATIONAL
OLYMPIC
COMMITTEE

HOST CITY CONTRACT
PRINCIPLES

GAMES OF THE XXXIV OLYMPIAD IN 2028



Host City Contract - Principles

Games of the XXXIV Olympiad in 2028

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Host City Contract - Principles

HOST CITY CONTRACT – PRINCIPLES

executed in Lima on the 13th day of September 2017

BETWEEN

THE INTERNATIONAL OLYMPIC COMMITTEE

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

AND

THE CITY OF LOS ANGELES

represented by Eric GARCETTI and Herb J. WESSON, Jr., duly authorised for all purposes hereof (the "**Host City**") and

THE UNITED STATES OLYMPIC COMMITTEE

represented by Lawrence F. PROBST III and Scott BLACKMUN, 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 – 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) ten (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 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 31st 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 Indemnitee for damages to be paid to third parties arising from claims made against such IOC Indemnitee in connection with the events described in §37.1. In such case, the IOC shall permit the Host City, the Host NOC and/or the OCOG to manage the defence of the claim made by such third party against the relevant IOC Indemnitee provided that the Host City, the Host NOC and/or the OCOG acknowledge:

a. the right of the relevant IOC Indemnitee of continued participation in such a claim; and

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

37.3. Subject to §37.5, 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 Indemnitee.

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 and 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 Indemnitee;

b. initiated by a third party against the IOC or any other IOC Indemnitee; or

c. initiated in relation to the commitments undertaken by the Host Country Authorities.

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

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

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

THE INTERNATIONAL OLYMPIC COMMITTEE

Per: _____

Thomas BACH

President

Per: _____

Ser Miang NG

Executive Board Member

THE CITY OF LOS ANGELES

Per: _____

Eric GARCETTI

Mayor

Per: _____

Herb J. WESSON, Jr.

City Council President

Approved as to form
Mike FEUER, City Attorney

_____

THE UNITED STATES OLYMPIC COMMITTEE

Per: _____

Lawrence F. PROBST III

Chairman of the Board

Per: _____

Scott BLACKMUN

Chief Executive Officer

Attest: Holly Wolcott, City Clerk

By _____ Deputy

9-29-17

C-130124

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: - 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: 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 – 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 [_], 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 [_]
International Federations (IFs)	means international sports federations, as further defined in the Olympic Charter
Intellectual Property Rights	means and includes all a. copyright, patents, database rights and rights in trademarks, designs, know-how and confidential information (whether registered or not); b. applications for registration and the right to apply for registration for any of these rights; c. all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world; and d. all renewals, reversions and extensions thereof
International Broadcast Centre (IBC)	means the broadcast centre as further defined in the "**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 - 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	-