Whatcha gonna do when they come to you?

An analysis of the contractual framework for hosting an international sporting event

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First Steps

It has just been announced that your municipality will be the host of the games – your dedicated team of staff members who prepared the bid collapses in a heap, general congratulations are offered and the hard work just gets that much harder but that much more interesting.

The opportunity to host the world is something that any municipality should reach out and grab. The hosting of a game can be the equivalent to creating a small town in a limited amount of time. Your team's expertise will be drawn upon and tested; and as the municipal counsel your role can at times be ill defined but is always one where your legal skills will be tested and your negotiation skills honed.

Naturally, your first instinct as in-house counsel will be to supplement your already stretched resources by retaining external legal counsel to assist. This is a sage move but can be fraught with problems as there are very few lawyers who are skilled in the multi-faceted areas of practice required to service the games and those who serve them. A good approach is to supplement your internal legal resources with additional external resources, perhaps possessing more finely polished skills in particularized areas, while still retaining full responsibility for the services, as ultimately the buck will stop at your door as head counsel for the municipality.

Resources you will consider adding to your legal stable will include knowledge of trusts, as trust funds are created to manage legacy funds that will sustain the infrastructure built through the next 50 or 60 years. Another area of expertise will be trademark and copyright which should be combined with skills in understanding sponsorships and the best deals that can be honed from corporate sponsors to fund the event. As the sites for games are often located in the marginal areas of your municipality quite likely environmental issues combined with a healthy dose of planning law will be required to ensure the structure is actually built.

The negotiation of the head or main funding agreement (Attachment #1) is not something that can be outsourced as this agreement is so integral to your organization that your expertise is probably required to achieve your municipality's goals in hosting the games and yet ensure that the long term financial security of your municipality is not compromised. These funding arrangements are frequently put in place well in advance of even the design of the structures to be built and well in advance of understanding how the legacy funding will be addressed.

In summary, you the in-house counsel to your municipality are in the best position, assisted by external resources, to guide your client in this exciting time.

The Experience from Prior Games

As you start down the road of preparing the head agreement for your municipality be aware that the gaming organization quite likely will present you with the contract that is based on other contracts they have used with other municipalities or that has been approved by their head organization. These head agreements can be quite high level and contain little detail. Do not think less of those lawyers who have negotiated them as they are typically negotiated well before the event (sometimes more than 8 years before), have to cover a wide range of contingencies that cannot even be imagined and must provide financial assurances that may not be able to be given[1].

A trip to a municipality that has hosted the games and that has prepared similar contracts can only be beneficial, if nothing else to learn from their mistakes and understand their triumphs. However, as the event may not be hosted on this continent except once every decade the contracts may appear dated and somewhat simplistic as any contract from more than 15 years ago might. Needless to say you should also speak with the municipal counsel who has survived through one of these events. Their wisdom is useful but be aware that when you trace the records from some gaming events there is often an inordinate amount of staff turn over from the time of the initial bid to shortly after the event.

Indemnity

As a lower level of government, a municipality can be concerned about the risk that hosting an event may bring to their taxpayers if unforetold events occur such as escalating construction costs, labour disruptions, etc. On occasion the lower level of government may turn to the more senior level of government (the province or state) and ask for assurances that any overruns will not be borne by the taxpayers of that municipality alone. It is advisable to seek out this form of indemnity and to secure it, the indemnity will not likely be given without the assurance of some form of continued over-riding review and control by the senior level of government.

Legacy Funding

The scale and type of facility constructed will normally require some infusion of cash after the event is over. Legacy funding through a trust arrangement provides comfort to the original settlers of the trust and to the municipality who must continue to operate the facility.

[1] A typical multi-party agreement involving 2 municipalities, the federal government, a provincial government, a local organizing committee and two Olympic Committees can be found at the 2010 Olympics Games website http://www/vancouver2010.com

Legacy discussions are multi-party and quite complex. The goal of each party at the table discussing this type of funding can be quite different. Municipalities want to ensure that their facility does not become a white elephant while sporting agencies would like the facility funded but not to the detriment of their access to the funds.

The Local Organizing Committee (LOC)

In the Olympic world the IOC is the supreme organization that relates to the national Olympic committee who in turn deals with the local organizing committee (LOC). The work of the LOC is challenging to say the least. The Olympic Charter [2]must be read and understood. Your other contracts must not compromise this head document.

From a much smaller bid group, the LOC will have to recruit and staff up an organization that will grow to significant numbers and then be dismantled. In Vancouver the number of staff is expected to be 1200 full-time employees and 3000 part-time employees by the time the 2010 Olympic Games are held. Good salaries and the thrill of working in the challenging environment means that the LOC can recruit some of the best and the brightest who will be excellent people to work with and tough to negotiate against. The LOC will soon develop a pool of talent that is multi-lingual, multi-talented and experienced with prior games. This team of staff will be supplemented by volunteers in the order of 25,000 for the 2010 Olympics. The LOC has a heavy load of building staff and dismantling a small city in a very short number of years.

Your office will have to develop a sound working relationship with the lawyers who will work with the LOC. The LOC will also be recruiting lawyers who have corporate expertise, copyright and patent, sponsorship, land use planning knowledge and construction law experience. LOC legal counsel will also have to possess the acumen to support the negotiations with the IOC.

Sporting Organizations

Numerous sporting organizations will approach you to enter into partnership arrangements for use of the facilities that you will be constructing. Few if any will come with large sums of cash to contribute but each will want to secure a benefit from the municipality.

The history and the composition of these organizations must be the subject of some due diligence. Your municipality's future relationships must almost be determined before the design of the facility if you want to form mutually profitable arrangements. Typically these sporting organizations have very specific and well-defined needs that you may or may not be able to accommodate.

[2] http://multimedia.olympics.org/pdf/en_report_122.pdf

Universities and other centres for higher learning can assist your municipality by acting as premier locations for facilities and perhaps sources of additional revenue.

Adventurers

It is not quite like the circus coming to town but a major sporting event can bring with it a number of adventurers who see the event as an opportunity to partner with your municipality in what in other more calm thoughtful times be seen to be a wild idea. With the games comes the entrepreneurial creative spirit that may on occasion have to be toned with some healthy common sense.

Unfortunately, the business meetings held entertaining these adventurers may be draw on your legal resources when you are least able to afford it.

Advertising

The greatest source of revenue for a game is the advertising and corporate sponsorships that are forged. These relationships have usually existed for a long time before your municipality was picked as a host and will exist for a long time after. To attempt to negotiate with a competing sponsor may at first appear financially appealing but quite rapidly can result in your municipality losing out on other benefits. Consideration should be given to the existing sponsors first for any facilities or activities you will be engaged in.

If you select a competing sponsor you might yourself not able to use the brands of the games that you have so heavily coveted. You will want to secure this brand for use on your corporate letterhead, street signs, theme merchandise, the entrance to your city and city owned assets and facilities.

The question your city must ask is what are you selling? What are you marketing? Your municipality will need a marketing plan with a clear uncluttered message and selling a high quality product.

Your contracts with suppliers will likely be required to contain a clause stating that the suppliers will not in any way identify themselves with the games simply because they have a contract with your municipality. The games organization will require the municipality to assist in taking action against any rogue contractors who claim affiliation with the games simply through a contract with your municipality.

Confidentiality Agreement

Attached to this paper (Attachment #1) you will find a typical confidentiality agreement that might be required of your contractors and consultants when

involved in an Olympic games. Agreements such as these often state that the parties may apply for injunctive relief without the proof of damages. Secrecy is apparent in many of the dealings due to the large sums involved and the private sector sponsorship of the games.

Other Bylaws

Sign bylaws will need to be updated. Due to the uncertainty as to whether signs are a pre-existing use and therefore not subject to a new bylaw, the earlier you review this bylaw the better. Your zoning bylaw, which may refer to signs, may also be an issue.

Creativity in signs will abound during the event and you must consider the wrapping of buildings, signs simply illuminating the night, signs hung from cranes, etc. With millions of dollars in advertising revenue at issue this is a serious business. One small pizza retailer in the Vancouver area had its business increase dramatically when the use of the word "Olympic" in its name was broadcast widely in the media when the LOC/municipality attempted to take action against the retailer. The costs of advancing writs or enforcement proceedings would ideally be borne by the LOC and not the municipality.

A bylaw permitting temporary accommodation in areas not normally used for accommodation may be required depending on the size and sophistication of your municipality.

As well, your parking bylaw may need refining for the area of the site.

Vagrancy bylaws, typically difficult to enforce, can become the source of international attention as evidenced in Atlanta.

Security

Security costs cannot be underestimated and should be strenuously negotiated.

History has shown us that security costs can rise significantly. The 2002 Salt Lake City Winter Olympics Games saw the costs rise from $84M (US) to $330M (US) and the Greek government spent $1.5B (US) on security for the 2004 Summer Games. The estimate for the 2010 Games in Vancouver is $177M and there is no doubt that this figure will be adjusted over time.[3]

Typically the host municipality does not bear these costs but simply agrees to maximize its shift deployment to accommodate the requests. A senior level of government should be required to bear the costs of security and policing

[3] The Georgia Strait, August 11-18, 2005

agencies should be encouraged to develop accounting systems to capture their costs.

Command and control agreements that specify how personnel will be deployed will be developed closer to the actual event. How will your local agencies interface with national and international security details?

Multi-disciplinary committees will be numerous for fire and police personnel to attend. You as legal counsel may be asked to examine terms of reference for these committees comprised of municipal staff from adjoining municipalities, LOC experts, federal agencies, and provincial or state authorities. In the terms of reference you may wish to ensure:

- The background and purpose of the Committee are laid out
- The capital construction, including overlay, timelines are set out
- The test events schedule should be stated
- The composition of the committee, the number of chairs and their appointment
- The mandate
- The scope of authority
- Commitment levels of the members of the committee to attend meetings
- Deliverables
- Compensation for expenses
- Confidentiality and intellectual property
- Liability for members to the LOC should be limited

Numerous emergency planning exercises running a number of different scenarios should be undertaken. As well, your city may see more security devices installed such a closed-circuit television cameras which may remain in place after the games.

The level of information normally disclosed around a development may not be appropriate for a games venue due to the security risk associated with the plans or infrastructure plans being publicly available. For example, the sewer and water design for the area might not be advisable to have on your municipal web site.

The Site

Quite likely the organizing committee will require a clean site (one without competing advertising) for the period before and during the games. On occasion there may even be discussions restricting advertising after the games if there is any legacy funding involved. All of the tenants of the municipality (the food concessionaires) in the structure will likely also have to relocate for a similar period and this requirement may result in the municipality not securing an

acceptable tenant. Work with the LOC to perhaps achieve a mutually agreeable tenant who will maximize returns for the municipality.

These unusual structures with their inordinate amount of use require that the levels of insurance the LOC and the municipality agree upon are appropriate for the risk. What happens if through no fault of the municipality (such as a labour disruption) the structure is delayed or destroyed such that the games cannot be held? Typically, the LOC will have developed contingency plans for each site so that even if the event has to be held in another state or province the event will take place. Consider what happens if the games are cancelled due to weather or security concerns – where does your municipal risk lie?

The LOC will want a joint construction management committee with you and will want some level of "step in rights" if your construction is not proceeding according to the schedule agreed to. How will you permit these "steps in rights" and still maintain your Council's control of the construction of the municipal facility?

The size and type of the facilities and the anticipated length of the construction period may invite the examination of construction management model for delivery of the site rather than a fixed price contract. A project manager would be advantageous to work with the architect, the construction manager and all of the numerous external agencies.

The facilities for a game typically aspire to special certifications such as the Leeds® certification or to special accommodation levels not seen in typical municipal buildings. These may drive costs up but offsetting grants can be explored.

The Overlay requirements of the LOC may not be known until after construction of the facility has taken place. The municipality will need to have these defined, the budget agreed upon, and the ownership of the Overlay after the games discussed. Who will source and install the Overlay? What about the furniture, fixtures and effects that are required by the LOC for the games but which are of no use to the LOC after the games? Could these components become the property of the municipality?

Due to the nature of these sporting events and the thousands of people that will troop through your facility's doors there will be wear and tear on the facility. As well, typically a building will have an "overlay" for the period of the games that will house the additional services needed for the games. If you are building and owning the facility and simply transferring it to the LOC for a fixed period of time you will need to establish some protocols regarding the documenting of the site conditions on the date the site was transferred to the LOC and the conditions on the date the site was returned. Typically photos and videos are made by a single

agreed upon source with a walk through by the municipal rep and the LOC rep to effect the transfer for the period of the games.

Although you may have one or two sites you should examine whether there is additional municipal infrastructure you can offer – parking areas, bus storing compounds, first aid locations, etc. The economic development officer can assist in securing the hotel rooms required, which for the Vancouver 2010 Olympics is 16,000 reserved for media and the IOC.

The LOC itself will require significant office space in one location to function effectively. As the CEO of the 2010 Olympics, John Furlong, said "The vision we have of trying to affect the country and touch the soul of Canada – you can't do that and have your team divided and all over the place"[4]. The Vancouver space requirement is in the order of 200,000 square feet and VANOC is hopeful that the city will permit Olympic colours and logos on the outside of the buildings[5]. The space must have ample parking, bike storage and nearby public transit.

Transportation Plan

A transportation plan for federal, provincial and municipal resources will have to be agreed upon. Will the airport have a welcoming facility from your municipality? Will the airport authority have competing sponsorship?

Who will bear the loss in municipal parking revenues? Typically this loss is borne by the municipality but it could be significant. Where will bus parking be available near the sites? What will the bus company's additional resources be? How will information on the available transportation be provided?

One major consideration is ensuring that the athletes arrive at their venues on time to compete.

Other Cost Considerations

Who will bear the cost for extra street maintenance, garbage and re-cycling, developing the traffic program, graffiti removal, the banner program, additional parking operations, sewer enhancements, additional bylaw enforcement, bi-lingual signs, etc? These are all questions that need to be agreed upon.

Room Bookings

Secure the necessary arrangements with the private sector providers of facilities early so that your invited guests, sponsors, elected representatives and senior staff are appropriately accommodated. Media rooms required can be in the order

[4] The Vancouver Sun, Friday July 29, 2005, page B4
[5] The Vancouver Sun, Friday July 29, 2005, page B4

of 10,000 for an Olympic event. The more reasonably priced accommodate will be booked first. In addition some restaurants may become available for private functions only.

Municipal Staff

What an exciting time to work at a municipality. There won't ever be enough of you. Your staff will require a period of education and consultation with experts. This education will require that they travel and gain the knowledge of others who have hosted a similar event. A few thousand dollars in airfare can be a wise investment to prevent the repetition of mistakes.

A corporate vision, project vision and project mission (Attachment #2) will assist in guiding your staff through their multi-year experience. Without determining the criteria for success early on in the process you will never know if it has been achieved.

Consider that you will need a new records system set up for the thousands of records that will have to be archived for future public access. To assist, you may ask that all documents relating to the games are copied to one of your staff who can assume responsibility for the record classification. The archiving of records can be expensive and some cities have received funding from the IOC to assist in creating this lasting legacy of the games that can be used by others in the future.

You will likely establish committees working with interested citizens to run event which will be a draw on your Clerk's area. The actual planning and engineering functions will have to be supplemented. Accounting controls should be put in place early and will have to be staff. An economic/social benefit analysis will have to be conducted and could be something that the LOC undertakes. Expertise in negotiating sponsorship arrangements might well be contracted out but may not be required if the municipality can simply use the LOC's sponsors.

Public relations protocols between the LOC and the municipality will require years of hard work and a well maintained relationship.

Consider whether you require a presence on the "main street" of your community. Should you have a games office staffed by municipal staff or is it better if the staff dedicated to this endeavour are integrated into your normal staff? Eventually, you will need an office for volunteers to come to and for the public to get information. Open houses may well become a way of life for some of your staff.

Will you "loan" your staff to the LOC and under what circumstances? Should one of your senior staff not be a member of the LOC for co-ordination purposes?

The municipality's objective will be a period of labour calm during the events and this may have a cost attached to it. Will your new facilities be union or non-union? The support of your unions is critical as their members form the backbone of your community volunteer network. Most municipal functions will have to reduced during the actual period of the games and this will free up staff to actively participate in all facets of the games. Staff will be your ambassadors for the look of the games – provide them with jackets.

Recognition Protocols

Any games will provide many opportunities for social events. Early logo launch parties are supplemented by trips to other host countries. During these types of events there must be contractually secured the necessary recognition at opening and closing ceremonies and during the actual games for elected officials, senior staff and citizens who have contributed to the success of the games. How will tickets be sold? Who will have priority for them?

Will the cultural makeup of your community be recognized during the ceremonial programs? Will services be guaranteed in a number of different languages?

After the Games

After the games the municipality does not want to be left with a white elephant on its hands – sustainability is a theme that pervades many games. Prior design and consultation can see success stories like the City of Calgary and Salt Lake City in ensuring that the facilities meet the needs of the community. Your community wants to be left with a well-defined legacy. After the games leave, you do not want your community to be stripped out and for it to appear as if the games never happened.

When designing the structures the consideration of future governance models should be undertaken and a model developed that will guide the design of the structure. Will the facility be privately run? Will parts of the facility be leased? Will parts of the facility be sold? Who will conduct the requests that you will receive from other agencies for tours of your facility?

How will the area around the facility be developed – when and by whom? In Vancouver there was an issue with developers surrounding a proposed athletes' village on an environmentally challenged site. Would the adjacent developers have to wait until after the games or could there be some type of mediation surrounding their site to ensure that security for the athletes' village was not compromised?

As well as environmental clean up, additional land resources which could include such uses as rail lines or sites where construction could be challenging maybe

required. Roads may have to be stopped up and closed and nearby properties acquired simply to guarantee that the site will function. What will the linkages be of the site with the surrounding areas? Will there be hotels nearby? Will there be commercial restaurants within walking distance? Will the activity of these commercial enterprises be compromised during the games?

One of the more interesting concepts for you as municipal counsel is that after the game there may permeate throughout your organization a sense of let down. You may also find that your staff don't work in silos perhaps as much as when they started the exercise and form more efficient working teams after the games.

Conclusion

The excitement of the games will overwhelm you and the work will be challenging but nothing that a seasoned municipal counsel cannot take in stride while enjoying the experience.

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August 24, 2005

Attachment #1

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

BETWEEN

_____ (the "Contractor")

AND

The City of Richmond (the "City")

Whereas the City, in order to facilitate communication with the Contractor, has agreed to provide information which will be confidential and proprietary to the City and the City wishes to ensure that the confidential and proprietary information that the City discloses to the Contractor will be kept strictly confidential;

And Whereas the Contractor has confirmed that the Contractor wishes to have access to information which is confidential and proprietary to the City and has agreed that such access is subject to the Contractor agreeing to certain conditions which will govern access and disclosure;

NOW THEREFORE in consideration of $1.00 and other good and valuable consideration given by the City, the receipt and sufficiency of which is hereby acknowledged by the Contractor, the Contractor intending to be legally bound, agrees, undertakes and covenants to the City as follows:

1. **Definitions In this Agreement**

Agreement means this agreement, as it may be amended or supplemented from time to time.

City Representative means the Mayor, any member of Council, any employee, director, officer, consultant, contractor, professional advisor or partner organization of the City.

Confidential Information means all data, records, correspondence, statements or other information disclosed to the Contractor by the City or otherwise accessible to the Contractor by virtue of the Contractor's discussions or relationship with the City and that is identified as confidential by the City or which by its nature is reasonably identifiable as confidential, including without limitation

all business and financial information, financial statements, tax-related materials, contractual arrangements, personnel information, business plans, strategic plans, marketing and advertising information, third party information and data, computer programs, software, databases, inventions, designs, processes and know-how and all other information of all types and description whatsoever, whether disclosed or available to the Contractor through oral, written, electronic or other forms of communication and regardless of the manner in which it was furnished. Confidential Information includes all information obtained or developed by the City or another Person for or on behalf of the City, including but not limited to all City Representatives. Notwithstanding any of the foregoing, Confidential Information shall not include information that the Contractor can conclusively establish:

a. is or subsequently becomes publicly available through no fault of the Contractor and without a breach of this Agreement by the Contractor;
b. is already known to and in the rightful possession of the Contractor prior to its disclosure hereunder;
c. is rightfully obtained by the Contractor from a third party having the right to disseminate the information without restriction on disclosure; or
d. is disclosed pursuant to an order of the court of competent jurisdiction which is not being appealed and provided that the Contractor has given reasonable notice to the City of such order prior to any disclosure.

Games means the 2010 Olympic and Paralympic Winter Games.

IOC means the International Olympic Committee.

Person means any individual, corporation, unincorporated association, trust, regulatory body or agency, government or governmental agency, authority or entity howsoever designated or constituted.

VANOC means the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games.

2. **Receipt and Use of Confidential Information.** The Contractor agrees to receive or have access to Confidential Information for the sole purpose of _____. The Contractor agrees that the Confidential Information is and will remain at all times confidential and proprietary to the City. The Contractor shall not, at any time hereafter, directly or indirectly in any manner use the Confidential Information other than in connection with the purposes described herein. The Contractor will not use the Confidential Information at any time in demonstrating the Contractor's work or products to third

parties and will notify the City promptly in writing of any misuse or misappropriation of Confidential Information which may come to the Contractor's attention.

3. **Non-Disclosure of Confidential Information.** The Contractor will maintain the Confidential Information in strict confidence and will not disclose any Confidential Information to any Person except a Person approved in writing by and under conditions acceptable to the City or as required by law.

4. **Maintenance and Return of Confidential Information.** Confidential Information (and any copies thereof) in documentary or electronic form provided to or obtained by the Contractor shall be retained by the Contractor in a secure location at the Contractor's place of business and the Contractor will permit the City to inspect the location of the information and materials to verify storage procedures. When requested by the City the Contractor shall return to the City any Confidential Information obtained from the City.

5. **No Commercial Use of Transaction or Relationship.** Neither the Contractor nor Contractor's affiliates, officers, directors, agents, representatives, shareholders, members, subcontractors, suppliers or employees shall make any private or commercial use of their relationship to the Games, including, without limitation by contracting with or receiving money or anything of value from any person or commercial entity to facilitate such person or entity obtaining any type of commercial benefit, identification, advertising or visibility in connection with the Games.

6. **No Promotion of Relationship**. The Contractor must not disclose or promote its relationship with the Games, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials (except as may be necessary for Contractor to perform the Contractor's obligations under the terms of this Agreement). The Contractor undertakes not to use "VANOC", "Vancouver 2010", the official emblem, logo or mascot of the Games or any other VANOC registered marks or IOC identification, as reference or means of promotion or publicity. Furthermore, the Contractor undertakes not to disclose or promote its relationship with the Games in any communication or manner whatsoever as a basis to create an association, express or implied, between the Contractor and the IOC or the Olympics.

7. **No Future Commercial Advantages**. The Contractor agrees and acknowledges that: (a) nothing in this Agreement shall grant or shall be deemed to grant the Contractor any marketing, sponsorship or promotion right in connection with VANOC or the Games; and (b) nothing in this

Agreement shall provide the Contractor with any right or advantage in securing any future marketing or sponsorship opportunity.

8. **No License to Marks**.

    1. Olympic-Related Marks. No license or right to use any of the Olympic symbols, emblems, marks or terminology, including without limitation (a) the words "Olympic" or "Olympiad," and (b) the symbol of the IOC consisting of five interlocking rings, is granted to the Contractor by this Agreement.
    2. VANOC's Marks and Intellectual Property. No license or right to use any present or future logo, emblem, mark, slogan, trademarks, service marks, copyrighted works or other intellectual property of VANOC or otherwise associated with the Games is granted to Contractor by this Agreement. The Contractor acknowledges that VANOC's trademarks, service marks, copyrighted materials and other intellectual property (including any emblem, sport pictogram and mascot) are protected by trademark, copyright and other laws.

9. **Ambush Marketing**. The Contractor will cooperate with the City and VANOC to oppose or prohibit any intentional or unintentional attempt by any third party providing services and/or materials and supplies to Contractor to create a false or unauthorized commercial association with the Olympic Movement or the Games, including without limitation:

    (a) a non-Games partner/sponsor company's use of creative means to generate a false association with the Games;

    (b) a non-Games partner/sponsor company's infringement of the various laws that protect the use of Olympic imagery and indicia; and

    (c) a non-Games partner/sponsor company's activities that intentionally or unintentionally interfere with the legitimate marketing activities of Olympic partners

    in an effort to protect the rights of those parties authorized by VANOC and/or the IOC to exclusively associate themselves and their products or services with the Games.

10. **Unrelated Parties**. The Contractor acknowledges that the City is not acting as agent of any of VANOC, the City of Vancouver, the Province of British Columbia, the Dominion of Canada, the Canadian Paralympic Committee, the Canadian Olympic Committee or the International Olympic Committee, and none of the foregoing entities or any director, officer,

employee, agent or volunteer of the foregoing entities, shall incur any financial responsibility or liability in connection with this Agreement or any subsequent contract entered into between the Contractor and the City relating to the subject matter hereof.

11. **Sustainability Standards.** The Contractor recognizes the advancement of sustainability as a key objective of VANOC and the City in connection with the Games. The Contractor will cooperate with the City and VANOC with a view to meeting all Games sustainability objectives.

12. **Effective Date and Term.** This Agreement shall be effective as of and from the Effective Date identified below and shall continue in force and effect unless and until the City and the Contractor mutually agree otherwise.

13. **No Warranty.** Nothing in this Agreement shall require the City to release Confidential Information to the Contractor and the City does not represent or warrant the accuracy or completeness of the Confidential Information to the Contractor.
14. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of British Columbia.

15. **Severance.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

16. **Remedies.** The Contractor hereby acknowledges that remedies at law may be inadequate to protect the City against any actual or threatened breach of this Agreement by the Contractor and, without prejudice to any other rights and remedies otherwise available to the City, the Contractor agrees to the granting of injunctive relief in the City's favour without proof of actual damages.

17. **Assignment and Enurement.** This Agreement shall not be assignable by the Contractor. The City may assign the Agreement or any of its rights thereunder to a successor organization at any time and from time to time at its sole discretion. This Agreement shall enure to the benefit of and shall be binding upon the City and the Contractor and their respective heirs, administrators, executors, personal representatives, successors and permitted assigns.

18. **Modification.** No provision of this Agreement shall be amended, altered or waived except by further instrument in writing between both the City and the Contractor.

19. **Waiver.** Any waiver of or consent to depart from the requirement of any provision of this Agreement shall be effective against the City only if it is in writing and signed by the City and only in the specific instance and for the specific purpose for which it has been given. No waiver of a provision of this Agreement shall operate as a waiver of any other provision or as a waiver of the same provision on another occasion. No delay or failure of the City to exercise any right or remedy will operate as a waiver of such right.

IN WITNESS WHEREOF the Contractor has executed this Confidentiality and Non-Disclosure Undertaking as of the Effective Date this _____ day of _____ 2005

City of Richmond

Per: _____
(signature)

_____
Print name and title

(INSERT NAME OF CONTRACTOR)

Per:_____
(signature)

_____
Print name and title

Richmond Olympic Oval Project Vision

City Vision:

To be the most appealing, livable and well-managed community in Canada.

Project Vision:

A unique destination that serves as a dynamic international gathering place and an outstanding centre of excellence for sports and wellness at the heart of an exciting urban waterfront.

Project Mission:

To use the Olympic opportunity as a catalyst to transform our City to international stature, and create new social and economic capital that significantly enriches Richmond's quality of life. We will do this by blending the spirit of Olympism with inspired leadership, and seamlessly combining a world class site, a sport and wellness agenda and innovative community planning to create the premiere legacy of the 2010 Olympic and Paralympic Winter Games.

Components of our mission include:

- Delivery of a world class speed skating facility for the 2010 Olympic Winter Games.
- Development of a significant high performance sport legacy.
- Transforming our City Centre into a dynamic urban core that embraces its waterfront connection.
- Creating broad shared support and commitment for the City's vision throughout the entire community, including staff, volunteers, community members and other stakeholders.
- Defining Richmond as an international City in the eyes of the world.
- Enhancing quality of life for Richmond residents through sport and wellness.
- Enhancing the City's financial and economic positions through increased livability, development, tourism and business retention.

Critical Success Factors:

1. Delivery of a world class speed skating facility

We will have:

- Delivered the project on time and on budget.
- Met or exceeded the requirements of the 2010 long track speed skating events.
- Successfully hosted a number of test events prior to the Games.
- Created a model facility for future Olympic Games and international events.

2. High performance sport legacy

We will have:

- Created a comprehensive high performance sport program that systematically supports all levels of athletes in order to put athletes on the podium.
- Utilized meaningful input from athletes, coaches, and appropriate sport bodies into the building program and design.
- Secured appropriate legacy and other funding to sustain an excellent sport program at the Oval.

3. Dynamic urban core

We will have:

- Developed a landmark building and precinct that is a place of inspiration, celebration and active living.
- Connected a distinctive waterfront to the City Centre.
- Created a new, dynamic and uniquely designed residential/mixed use neighbourhood.
- Catalyzed Richmond's downtown redevelopment.
- Created a highly treasured and proud chapter in Richmond's history.

RICHMOND
Better in Every Way

Richmond Olympic Oval Project Vision

4. Shared community vision

We will have:

- Created a lasting community legacy that continues to evoke the emotions, pride and spirit of the Olympics long after the Games conclude.
- Increased City staff and volunteer capacity to perform on the world stage and in hosting international events.
- Raised the awareness and participation of residents in sport and wellness activities.
- Developed new partnerships, and intergovernmental/interagency relationships that help to sustain the Olympic legacy, and maximize the benefits to our community.

5. International City

We will have:

- Created a regionally, nationally and internationally recognized City of excellence.
- Positioned Richmond as a desirable international city for business, living and play.
- Created a recognized, memorable image regionally and internationally.

6. Quality of life through sport and wellness

We will have:

- Created an inspiring high performance sport training centre that embraces the "playground to podium" continuum, successfully blends wellness activities, and is based on the spirit of Olympism for all.
- Created a local, regional, national and international destination for athletes.
- Hosted the 2010 Olympic Winter Games long track speed skating event.
- Contributed to a measurably, healthier community.
- Created new opportunities in sport and wellness for women, youth, seniors, the disabled and economically disadvantaged.

7. Economic sustainability:

We will have:

- Stimulated private sector growth and investment leading to an increase in the City's tax base.
- Created an excellent and viable "Oval business" that maximizes legacy funding and other non-tax based revenues.
- Developed and implemented a core business plan around sport and wellness, with supporting programs, uses and events that help support the core business.

Guiding Principles to Accomplish Our Mission:

1. World class leadership

- Innovative
- Bold
- Entrepreneurial
- Olympic Spirit
- Pursuit of Excellence
- Finding, consulting with and listening to the experts
- Effective communication

2. Values based

- Vision and mission driven
- Triple bottom line thinking (economical, environmental, social)
- Long term thinking

3. Results oriented

- Agile and decisive
- Team based
- True to our commitments
- Guided by our core business plan
- "Uniqueness of place" – a special and recognizable identity
- "Richmond, Better in Every Way"