

Canadian Sport Tourism Alliance

EVENT CONTRACT TEMPLATE



Ontario
Trillium
Foundation



Fondation
Trillium
de l'Ontario

ACKNOWLEDGEMENTS

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- Athletics Canada
- Ontario Trillium Foundation
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The template is part of the CSTA's Transfer of Knowledge program under the leadership of Eric Savard, Program Director and Rick Traer, Chief Executive Officer.

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FOREWORD

The information contained in this section is not intended to be included in your Event Contract. It is designed to provide you with additional background information.

Over the past several years, the Federal Government, along with its provincial and territorial counterparts, has expressed an interest in reviewing both the process that determines which major sporting events it should support and the decision-making process leading to a decision to invest. In April 2003, as one of the first actions of the Canadian Sport Policy, Priorities for Collaborative Action (2002 – 2005), a Hosting Strategy Working Group was appointed by the Secretary of State (Physical Activity and Sport) to propose a strategic framework for hosting international sport events in Canada. Its findings were published in September 2003 in a document entitled *Report to the Secretary of State (Physical Activity and Sport) on Hosting International Sport Events in Canada – A proposal for a strategic framework*.

The report specifically recommends that:

“A number of resources, reference documents, templates and best practices to assist in the development of a submission be designed and made available to any community or group that wishes to assess them, via a website” (Recommendation 25).

The report states that outside of government, organizations that have experience in the sector would be best positioned to coordinate the development and maintenance of such resources and materials. The report specifically identifies the Canadian Sport Tourism Alliance (CSTA) as an education and marketing organization that has already developed a variety of products and conducts training workshops for sport and tourism industry representatives involved in hosting sport events.

The report of the Working Group was used to produce a document called *Strategic Framework for Hosting International Sports Event in Canada*, which was endorsed by the Federal-Provincial/Territorial (F-P/T) Ministers at their 2004 meeting in Quebec City. Many provinces also used this report to develop their own policies and programs for hosting sport events.

The *Strategic Framework* report states that the Federal government is responsible for coordinating the development of the analytical and success assessments, the roster of experts, resources material, templates, and bidding and hosting guides by working collaboratively with other stakeholders and posting information on a central website.

The CSTA has played an active role for over 10 years in this field through the development of a variety of tools, which are available to members on the CSTA website.

CSTA's project to develop an Event Contract Template for Rights Holders in partnership with *Organisports Consultants Inc.* is in direct response to the above recommendation and provides a new tool, available on line, for rights holders wishing to be bound by a contract between them and the Bidding/Local Organizing Committee and Bidding/Host Institution in regards to an event to be hosted.

To clarify, this document is termed the Event Contract Template for Rights Holders. After it has been customized to meet the requirements of the signatory parties, it is termed the Event Organization Agreement (EOA). If the event is international in nature, the Event Organization Agreement is not intended to replace the contract to be signed between the international rights holder and Bidding/Local Organizing Committee and Bidding/Host Institution.

Why has the Event Contract Template for Rights Holders been developed?

The Event Contract Template for Rights Holders has been developed notably:

- To provide sound information to potential bidding communities on the event, specifically with regard to Bidding and Local Organizing Committee's obligations;
- To outline, if a National Sport Federation (NSF) is the rights holder, what the rights holder will provide to the future Local Organizing Committee (LOC) and which rights will be released by the rights holder to this future Local Organizing Committee;
- To outline, for international events when an NSF is not the rights holder, what the NSF will provide to the future Local Organizing Committee and which rights will be released by the international rights holder to the future Local Organizing Committee;
- To ensure that potential bidding communities understand all the obligations involved in bidding and hosting the event (e.g., human, equipment, financial, etc.).

The Event Contract Template for Rights Holders complements the Request for Proposal (RFP) Template for Sport Events which is also available on the CSTA website.

When should this document be produced?

The Event Contract for Rights Holders should be produced at the same time as the RFP for the sport event. The NSF should ensure that the RFP and the Event Organization Agreement are made available to potential bidding communities at the beginning of the bid process.

If the event is annual and an NSF is the rights holder, it is recommended that the nomination of the Host City take place at least 27 months prior to the event. Depending on

the importance of the event, a three- to seven-month bidding process should be put in place by the time the NSF until the Host City is named by the NSF. In the case of most international events, the NSF will only nominate the Canadian Bid City for the international bid phase as per the bid deadlines imposed by the international rights holder.

Normally, the Event Organization Agreement is not negotiable and must be signed by the Bidding Committee and the Bidding Institution at the same time as they forward their bid proposal. When the NSF is the rights holder, it is signed by the NSF only when nominating the Host City. When the NSF is not the rights holder, it is signed by the NSF only when they nominate the Canadian Bid City for the international bid phase.

For which event(s) should this document be used?

This Event Contract Template for Rights Holders has been developed for the following scenarios:

- International sport events for which an NSF is not the rights holder (refer to Chapter 1),
- International events and national championships for which an NSF is the rights holder and intends to organize a bid process to select the Host City (refer to Chapter 2),
- International events and national championships for which the NSF is the rights holder and has already nominated the Canadian Bid City (refer to Chapter 3).

A contract template between the Bid Committee/Bid Institution and the Local Organizing Committee, once appointed, is also included within this Event Contract Template (see Chapter 4).

For smaller national, regional or provincial events, the Event Contract Template may be used, but sections of it will not be relevant; therefore, it is recommended that non-relevant sections be deleted before updating this document. This will greatly reduce the number of pages to be updated.

For very large international single-sport events or international multi-sport events, this Event Contract Template would need to be more exhaustive. Please contact *Organisports Consultants Inc.* (see details below) for more information.

How should this document be used?

The following steps should be followed to customize the Event Contract Template for Rights Holders:

- When you see the word [CONTENT] at the beginning of a section, it means either that you must delete the text following and structure your text according to the suggested content, or that the text is an editorial note to give you more information about the subject;

- When you see the word [SAMPLE] at the beginning of a section, it means that you may keep the text and customize it for your event. **[CONTENT]**
- Footnotes contained in this document must be deleted in the final version of the Event Organization Agreement (EOA).

It is important to adjust the EOA according to the contract between the international rights holder and the Bidding/Local Organizing Committee and Bidding/Host City in order to avoid any conflicting clauses. In addition, before finalizing the EOA, the NSF should ensure that the Bid Committee/Institution and the LOC obligations to the NSF are not overly onerous compared to the overall operational expenses available for the proposed event. The obligations suggested herein are drafted for large single-sport international events; the number of obligations should be reduced for smaller events.

For the sake of brevity and simplicity, unless otherwise indicated, words implying the singular may include the plural and vice versa; words implying the masculine gender may include the feminine gender and/or neutral situations and vice versa.

ORGANISPORTS CONSULTANTS INC., the firm that researched and developed the contents of the Event Contract Template for Rights Holders, is available to CSTA members to answer any questions that may arise, as well as to customize this Event Contract Template for a specific event.

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The copyright of the Event Contract Template for Rights Holders is exclusively and jointly held by the Canadian Sport Tourism Alliance and *Organisports Consultants Inc.*

Any and all adaptations of this documentation relative to this Template in any form whatsoever by a non-CSTA member is strictly forbidden without the express written authorization of the Canadian Sport Tourism Alliance and *Organisports Consultants Inc.*

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CHAPTER 1 – EVENT ORGANIZATION AGREEMENT (EOA) FOR NATIONAL SPORT FEDERATIONS WITH AN INTERNATIONAL RIGHTS HOLDER

[SAMPLE]

This [name of the NSF] EVENT ORGANIZATION AGREEMENT (EOA) is made this [number] day of [month] [year] and hereinafter is referred to as the “Agreement.”

BETWEEN

[Name of the National Sport Federation], [address], hereinafter referred to as the NSF,

AND

[Name of the Bid Committee]¹, [address], hereinafter referred to as the BID COMMITTEE,

AND

[Name of the Bid Institution]², [address], hereinafter refer to as the BID INSTITUTION.

WHEREAS:

- A. The [Name of international rights holder], hereafter referred to as the RIGHTS HOLDER, is the governing body for the [name of sport], and has the exclusive right to sanction and stage certain international competitions, including the [Name of EVENT] hereinafter refer to as the “EVENT” as well as to select the HOST CITY for the EVENT;
- B. [Name of National Sport Federation], hereafter referred to as the NSF, is a member of the [Name of international federation] and is the governing body for the sport of [Name of sport] in Canada and has the sole authority to select the CANADIAN BID CITY to bid at the international level;
- C. The BID COMMITTEE is an [Type of organization], from a specific community that is bidding for the EVENT;

¹ In the RFP, the rights holder must specify who can act as a Bid Committee (e.g., registered club, provincial sport organization or other non-profit organization).

² In the RFP, the rights holder must specify who can act as a Bid Institution (e.g., venue owner, university, municipality or quasi-municipal organization, such as a Tourism office, sport commission, development agency and convention bureau). It is important to have an institution sign the EOA as the Bid Committee may be a temporary entity with no financial history.

- D. The BID INSTITUTION is a [Type of organization], which shall provide major support to the bid if selected as CANADA BID CITY and to the EVENT if selected as HOST CITY;
- E. By signing this Agreement, the BID COMMITTEE and the BID INSTITUTION have requested the NSF to consider their application to be selected as the CANADIAN BID CITY and if selected, to bid at the international level and if selected at the international level as the HOST CITY, to organize and stage the EVENT as outlined in this Agreement;
- F. By signing this Agreement the NSF has selected the BID COMMITTEE/INSTITUTION to represent Canada and bid at the international level;
- G. The NSF and the BID COMMITTEE/INSTITUTION wish to set forth in this Agreement the terms and conditions upon which the BID COMMITTEE/INSTITUTION will be granted the right to organize and stage the EVENT by the rights holder.

NOW THEREFORE, in consideration of the respective covenants, agreements, representations, warranties and indemnities herein contained and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party hereto), the Parties agree as follows:

DEFINITIONS AND INTERPRETATIONS

"BIDDING COMMITTEE" means the committee that has been created by the City and/or a group of people to bid for the EVENT according to this Agreement.

"BIDDING INSTITUTION" means the institution that supports the Bidding Committee according to this Agreement.

"BID MARKS" means the logos, mascots, tag line, look of the Bidding Committee [once approved by the NSF].

"BROADCASTER" means any organization that has acquired the audiovisual rights (e.g., television, radio and internet) for the EVENT from the [RIGHTS HOLDER or LOC].

"CANADIAN BID CITY" means the Canadian city that has been selected by the NSF to bid for the EVENT at the international level.

"EVENT" means the [name of the EVENT], including the opening and closing ceremonies and any other activities in connection with the EVENT that are under the control of the LOC.

"EVENT PRESENTATION" means the team within the LOC which will be in charge of the coordination of all aspects of the presentation of the EVENT.

"EVENT MARKS" means the logos, mascots, tag line, look of the Local Organizing Committee [once approved by the RIGHT HOLDERS or NSF].

"EVENT ORGANIZATION AGREEMENT (EOA)" means this Agreement including all Appendices.

"FRIENDS" means any commercial or non-commercial organization that has been granted certain rights by the LOC, (with prior approval of the NSF or RIGHTS HOLDER), and that will receive recognition (not including MARKETING RIGHTS or visibility) prior to and during the EVENT.

"GOVERNMENT PARTNERS" means the Government of Canada, the Government of the Bid/Host Province and the Bid/Host City who will receive certain MARKETING RIGHTS including visibility prior to and during the EVENT.

"HOST BROADCASTER" means the organization responsible to produce, provide [and distribute] the international television/web signal to the BROADCASTERS. The HOST BROADCASTER will also be in charge of providing facilities/services to BROADCASTERS.

"HOST BRANCH" means the host provincial sport organization (PSO) or sport governing body (PSGB) that is the governing body for the sport of [Name of the sport] in the province of [name] called [name of PSO or PSGB].

"HOST CITY" means the city that has been selected by the RIGHTS HOLDER to stage the EVENT.

"HOST INSTITUTION" – See **"HOST CITY"**³.

"INSTITUTIONAL PARTNER" means the major non-commercial organization associated with the BID and/or the EVENT. The INSTITUTIONAL PARTNER for the EVENT must have received the prior approval of the NSF or RIGHTS HOLDER in order to receive this

³ In certain cases, the City is not the signatory of this Agreement. For smaller events, it could be represented by the following organizations: venue owner, university, municipality or quasi-municipal organization, such as a Tourism office, sport commission, development agency and convention bureau. Therefore, some references in this Agreement regarding Host City must be changed into Host Institution.

designation as well as certain MARKETING RIGHTS including visibility prior to and during the EVENT. INSTITUTIONAL PARTNER does not include GOVERNMENT PARTNERS.

“LOCAL ORGANIZING COMMITTEE (LOC)” means the organization that has been created or appointed by the BID COMMITTEE/INSTITUTION and the NSF (once the EVENT has been awarded by the RIGHTS HOLDER to the CANADIAN BID CITY) to organize the EVENT according to this Agreement.

“LOC SPONSOR” means any commercial organization that has been granted by the LOC [with prior approval of the NSF or RIGHTS HOLDER] certain MARKETING RIGHTS including visibility prior to and during the EVENT.

“MARKETING RIGHTS” means any sponsorships, merchandising, licensing and communication rights (e.g., promotion/print materials/EVENT MARKS) relating to the EVENT granted by the LOC or RIGHTS HOLDER to SPONSORS and GOVERNMENT/INSTITUTIONAL PARTNERS.

“NATIONAL SPORT FEDERATION (NSF)” means [name of the NSF]

“NSF EVALUATION COMMITTEE” means the committee appointed by the NSF to select or make a recommendation to the NSF Board of Directors regarding the CANADIAN BID CITY(IES).

“NSF MARKS” means the logos, mascots, and tag line of the NSF.

“NSF RULES AND/OR REGULATIONS” means any rules and/or regulations of the NSF [including any future amendments] applicable to the EVENT such as [list of the rules/regulations].

“NSF SPONSOR” means any organization that has been granted by the NSF MARKETING RIGHTS linked to the NSF property but not to the EVENT.

“REQUEST FOR PROPOSAL (RFP)”⁴ means the NSF’s RFP, which lists all the bidding procedures and obligations a BIDDING COMMITTEE/INSTITUTION must respect for the domestic and international phases.

“RIGHTS HOLDER CONTRACT” means [name of the agreement] including all RIGHTS HOLDER RULES AND/OR REGULATIONS to be signed by the international rights holder and the [LOC and/or BID COMMITTEE/INSTITUTION].

⁴Ideally, the CSTA RFP template should be used.

"RIGHTS HOLDER FAMILY" means the RIGHTS HOLDER'S Board of Directors, Committee/Commission Members, Competition Delegates, Guests, SPONSORS and Staff. It also includes Organizing Committee Representatives of the [name of the EVENT other than the one organized by the LOC]. Finally, it includes the accredited media and athletes/coaches/team officials participating in the EVENT.

"RIGHTS HOLDER MARKS" means the EVENT names, logos, mascots, and tag line of the RIGHTS HOLDER.

"RIGHTS HOLDER RULES AND/OR REGULATIONS" means any rules and regulations of the RIGHTS HOLDER [including any future amendments] applicable to the EVENT such as [list of the rules/regulations].

"RIGHTS HOLDER SPONSOR" means any organization that has been granted by the RIGHTS HOLDER certain MARKETING RIGHTS including visibility prior to and during the EVENT.

"SITES" includes the following facilities, ancillary rooms and adjacent areas: competition, warm-up, training, official accommodation, accreditation centre(s), volunteers centre, press centre, broadcasting centre, market street and location of social and entertainment events under the control of the LOC.

"SPONSOR" means any organization that has been granted certain MARKETING RIGHTS relating to the EVENT by the LOC [with prior approval of the NSF or RIGHTS HOLDER] or by the RIGHTS HOLDER.

ABBREVIATIONS AND ACRONYMS

CSTA – Canadian Sport Tourism Alliance

FF&E – Furniture, Fixture and Equipment

F-P/T – Federal-Provincial/Territorial

PSGB – Provincial Sport Governing Body

PSO – Provincial Sport Organization

RFP – Request for Proposal

SDRCC – Sport Dispute Resolution Centre of Canada

STEAM – Sport Tourism Economic Assessment Model

ToK – Transfer of Knowledge

1. CONDITIONS

- 1.1 This Agreement and all of the covenants, agreements, representations, warranties and indemnities contained herein are subject to and conditional upon their compliance with:
- i. The [covenants, agreements, representations, warranties and indemnities] contained in the RIGHTS HOLDER CONTRACT;
 - ii. RIGHTS HOLDER'S RULES AND REGULATIONS [including any future amendments] such as [list the different documents] as those terms are defined in the RIGHTS HOLDER CONTRACT; and,
 - iii. The laws of Canada and the Province of [name of the Province].

2. BIDDING COMMITTEE/INSTITUTION COVENANTS – Bidding Obligations

BIDDING COMMITTEE/INSTITUTION undertakes and agrees to:

- 2.1. Accept the content of the RFP produced by the NSF as binding for the international bid phase [list the bid mandatory commitments⁵];
- 2.2. Respect the RIGHTS HOLDER'S bid process/obligations during the international bid phase;
- 2.3. Provide the NSF with:
 - i. The Event Business Plan:⁶ including a detailed operational and capital⁷ budget (including value in kind from SPONSORS and GOVERNMENT/INSTITUTION PARTNERS), staffing plan, legacy plan⁸ and projected economic activity using the Sport Tourism Economic Assessment Model (STEAM) model no later than [number] months prior to the international Bid Book deadline.
 - ii. An opportunity to offer input into the business plan on a timely basis, including reasonable editorial comments.

⁵ An example of a mandatory bid commitment is: a non-refundable international bid fee to the NSF.

⁶ Ideally, the CSTA Business Plan Template should be used. In certain cases, the NSF provides the Business Plan; in that case, this clause should be moved to section 4.

⁷ The CSTA Capital Scope of Work could be used; however, once produced by the CANADIAN BID CITY, the budget would also require the involvement of professional firms (architects and engineers).

⁸ The CSTA Sustainable Sport Event Template should be used.

After the requested changes have been made, the CANADIAN BID CITY can forward the documentation to [GOVERNMENT/INSTITUTION PARTNERS]. From the time the original version has been approved by the NSF until the EVENT has been awarded to the CANADIAN BID CITY, any changes to these above mentioned documents must be approved by the NSF;

2.4. Provide the NSF with:

- i. The Event Marketing Plan⁹ including a communication plan, no later than [number] months prior to the international Bid Book deadline.
- ii. The opportunity for the NSF to offer input into the plan on a timely basis, including reasonable editorial comments.

After the requested changes have been made, the CANADIAN BID CITY can forward the documentation to [GOVERNMENT/INSTITUTION PARTNERS]. From the time the original version has been approved by the NSF until the EVENT has been awarded to the CANADIAN BID CITY, any changes in these above-mentioned documents must be approved by the NSF;

- 2.5. Approach the relevant government(s) to obtain and secure by the international Bid Book deadline, governmental financial assistance required to adequately host and stage the EVENT at the [local, municipal, provincial¹⁰] levels, if not already confirmed by the time the EOA is signed;
- 2.6. Approach the relevant government(s) to obtain and secure by the international Bid Book deadline, the governmental financial assistance required to adequately build or improve the required infrastructure at the [local, municipal, provincial and national] level(s), if not already confirmed by the time the EOA is signed;
- 2.7. Ensure that any and all discussions/communications regarding bid event funding and event funding for the operational budget by Sport Canada flows through the NSF;
- 2.8. Ensure that the BID INSTITUTION, if selected as HOST CITY for the EVENT, will contribute to the event operation budget not less than [dollar amount] in cash and Value-in-Kind contributions as detailed and listed in Appendix 1 and not less than [dollar amount] in cash for the event infrastructure budget;
- 2.9. Cooperate fully with the RIGHTS HOLDER and the NSF and consult with the HOST BRANCH during the international bid phase;

⁹ Ideally, the CSTA Sport Event Marketing Template should be used. In certain cases, the NSF provides the Marketing Plan; in which case, this clause should be moved to section 4.

¹⁰ For federal, please refer to section 4.

- 2.10. Assume responsibility for all expenses concerning the international bid¹¹. The BID INSTITUTION is required to contribute to the International bid not less than [dollar amount] and Value-in-Kind contributions as detailed and listed in Appendix 2;
- 2.11. Nominate a CANADIAN BID CITY contact person for the NSF, no later than [15 days] after being selected as the CANADIAN BID CITY. The CANADIAN BID CITY contact should ideally have the flexibility to work part time on the international bid;
- 2.12. Ensure that the NSF is invited to participate in person or by phone for each CANADIAN BID CITY committee meeting. All costs related to the NSF participation are to be paid by the CANADIAN BID CITY;
- 2.13. Propose to the NSF for approval, no later than [15 days] after being nominated as the CANADIAN BID CITY, the potential candidate to act as the CANADIAN BID CITY President, prior to confirming him/her for the international phase;
- 2.14. Provide the NSF with:
 - i. The CANADIAN BID CITY Bid Book no later than [number] weeks prior to the international Bid Book deadline.
 - ii. The opportunity for the NSF to offer input into the Bid Book on a timely basis, including reasonable editorial comments.

After the requested changes have been made, the CANADIAN BID CITY can forward the documentation to the RIGHTS HOLDER. From the time the CANADIAN BID CITY has been nominated as HOST CITY until the staging of the EVENT, any changes to the Bid Application must be approved by the NSF prior to being valid;

- 2.15. Provide the NSF with:
 - i. All CANADIAN BID CITY presentation(s) no later than [number] weeks prior to any presentation to the RIGHTS HOLDER.
 - ii. The opportunity for the NSF to offer input into the presentation(s) on a timely basis, including reasonable editorial comments.

After the requested changes have been made, the CANADIAN BID CITY can forward/present the documentation to the RIGHTS HOLDER. From the time the CANADIAN BID CITY has been nominated as HOST CITY until the staging of

¹¹ For certain agreements, the international bid budget could be listed in an appendix; in which case, this clause should be re-written and replaced by: "to pay all expenses concerning the international bid listed in Appendix [3]. All additional bid expenses not listed in Appendix [3], if any, will also be the responsibility of the BID COMMITTEE/INSTITUTION."

the EVENT, any changes to the Bid Application presentation(s) must be approved by the NSF prior to being valid;

- 2.16. Pay all related travel expenses including accommodations (full room & board) to NSF representatives for meetings in Canada between the NSF and the CANADIAN BID CITY for a total not exceeding [number days/person];
- 2.17. In addition to point 2.16, pay all related travel expenses including accommodations (full room & board) for [number] NSF representative(s) on the occasion of any RIGHTS 2HOLDER site visits. The NSF hotel must be the same hotel where the RIGHTS HOLDER delegates will stay during the site visit;
- 2.18. In addition to points 2.16 and 2.17, pay all related travel expenses including accommodations (full room & board) for [number] NSF representative(s) for any meeting / presentation / visit outside Canada by the CANADIAN BID CITY representative(s) to any RIGHTS HOLDER representative or RIGHTS HOLDER competition.
- 2.19. Submit the bid marks to be used during the international bid phase to the NSF for approval and not use the NSF MARKS without the previous written approval of the NSF;
- 2.20. Refrain from using the RIGHTS HOLDER MARKS at any time.

3. BIDDING COMMITTEE/INSTITUTION COVENANTS – Hosting obligations

3.1 General

The BIDDING COMMITTEE/INSTITUTION, if nominated as the HOST CITY for the EVENT by the RIGHTS HOLDER, undertakes and agrees:

- 3.1.1 That the content of the RFP produced by the NSF is binding for the EVENT including [list the EVENT mandatory commitments¹²];
- 3.1.2 That the BID COMMITTEE/INSTITUTION has not modified any question or form to be completed by the BID COMMITTEE/INSTITUTION as provided by the NSF within the RFP. Only answers to the questions/forms have been provided;
- 3.1.3 That the BID COMMITTEE/INSTITUTION has not modified any text of this Agreement provided within the RFP other than completing the blank sections [list

¹² Could include a non-refundable rights fee to NSF.

the clauses] and providing the content of the following Appendices [list the Appendices];

- 3.1.4 That all contents of the Bid Application submitted by the BID COMMITTEE/INSTITUTION to the NSF are binding, unless they are in conflict with the RIGHTS HOLDER'S CONTRACT and/or the EOA. From the time the CANADIAN BID CITY has been nominated until the staging of the EVENT, any changes to the Bid Application must be approved by the NSF prior to being valid;
- 3.1.5 That all contents of any bid presentations by the BID COMMITTEE/INSTITUTION to the NSF EVALUATION COMMITTEE prior to the selection of the CANADIAN BID CITY by the NSF are binding, unless they are in conflict with the RIGHTS HOLDER'S CONTRACT and/or the EOA. From the time the CANADIAN BID CITY has been nominated until the staging of the EVENT, any changes to any bid presentation(s) must be approved by the NSF prior to being valid;
- 3.1.6 To sign the RIGHTS HOLDER CONTRACT between the RIGHTS HOLDER and the [BIDDING COMMITTEE/INSTITUTION]. The terms of the RIGHTS HOLDER CONTRACT are [non-negotiable]. If certain obligations of the RIGHTS HOLDER CONTRACT are in conflict with this Agreement, the RIGHTS HOLDER CONTRACT will prevail on the condition that it does not affect the obligations toward the NSF;
- 3.1.7 That no later than [30 days] after being awarded the EVENT, the BID COMMITTEE/INSTITUTION must create an LOC that shall be responsible for the organization of the EVENT. This LOC must be [legally formed and be a non-profit organization]. The Founding Members of the LOC must be composed of one member from each of the following organizations:
 - i. NSF (the NSF representative will be nominated by the NSF);
 - ii. HOST BRANCH (to be nominated in collaboration with the NSF);
 - iii. BIDDING COMMITTEE;
 - iv. BIDDING INSTITUTION.

The appointment of the LOC is conditional upon the LOC undertaking in form and substance satisfactory to the NSF, to fully comply with the terms and conditions of the RIGHTS HOLDER CONTRACT and the EOA. Both the BIDDING COMMITTEE and the BIDDING INSTITUTION shall jointly be liable for all commitments made or agreements entered into by them, individually or collectively, in connection with the organization and staging of the EVENT, including any obligation under this document;

- 3.1.8 To nominate a local contact person for the NSF, no later than [15 days] after being awarded the EVENT by the RIGHTS HOLDER, until the LOC General Manager has been selected. The local contact should ideally have the flexibility to work part time on the EVENT until the General Manager has been hired;

3.1.9 To provide to the NSF:

- i. For approval, no later than [60 days] after being awarded the EVENT, the LOC draft by-laws including the proposed members of the corporation, and the composition of the Board of Directors and Executive Committee prior to being approved by the LOC General Assembly.
- ii. The opportunity for the NSF to offer input into the draft by-laws on a timely basis, including reasonable editorial comments.

After the requested changes have been made, the LOC can forward the documentation for approval to the General Assembly;

3.1.10 To ensure that the NSF has at least [number] voting member(s) on the LOC Board of Directors and [number] voting member(s) on the following LOC Committees: [Executive Committee, Finance Committee, Executive Management Committee, Senior Management Committee];

3.1.11 To ensure that the HOST BRANCH has at least [number] voting member(s) on the LOC Board of Directors;

3.1.12 To propose to the NSF for approval, no later than [60 days] days after being awarded the EVENT, the potential candidate(s) to act as the LOC President, prior to notifying the candidate(s);

3.1.13 To hold the first LOC General Assembly on the same day as the first LOC Board meeting with all nominated Board Representatives, no later than [90 days] after being awarded the EVENT;

3.1.14 To propose to the NSF for approval, no later than [27 months] prior to the EVENT, the potential candidate(s) to act as LOC General Manager prior to contacting them;

3.1.15 To nominate the LOC General Manager [27 months] prior to the EVENT in time for him/her to attend the [name of the previous EVENT]. A full-time General Manager must be hired no later than [18 months] prior to the EVENT;

3.1.16 To [pay or share equally with the NSF] the cost of all related travel expenses including accommodations (full room & board) to NSF representatives to attend all:

- LOC Board meetings - [number] person(s),
- Executive Committee meetings - [number] person(s),
- Finance Committee meetings - [number] person(s),
- Executive/Senior management meetings - [number] person(s), and
- The EVENT - ([number] person(s) for the NSF representatives on the LOC Board and [number] person(s) for NSF staff).

- 3.1.17 To the extent possible, to combine an [Executive/Senior Management] meeting with a [Board of Directors meeting and Executive Committee meeting] in order for the NSF representatives to attend in person. In certain cases, NSF representatives may attend by teleconference;
- 3.1.18 To [pay or share equally with the HOST BRANCH] the cost of all related travel expenses including, if necessary, accommodations (full room & board) for [number] person(s) from the HOST BRANCH to attend all LOC Board meetings and the EVENT;
- 3.1.19 To [pay or share equally with the NSF] the cost of all related travel expenses including accommodations (full room & board) to NSF representatives for additional meetings in Canada between the NSF and the LOC for a total not exceeding [number] days/persons;
- 3.1.20 To involve NSF Representatives in the planning and attendance at all RIGHTS HOLDER site visits and all RIGHTS HOLDER international competition(s) / meeting(s) / presentation(s) / visit(s) outside Canada by the LOC. To [pay or share equally with the NSF] the cost of all related travel expenses including accommodations (full room & board) for [number] NSF delegate(s). See also 3.6.14 and 3.6.15.
- 3.1.21 That the NSF hotel must be the same hotel where the RIGHTS HOLDER Delegates will stay during any RIGHTS HOLDER site visits and the EVENT;
- 3.1.22 To pay for a delegation of a minimum of [number] LOC representative(s) [that shall include at least the LOC President and the LOC General Manager], and to [pay or share equally with the NSF] the cost for [number] NSF representative(s) to attend the [name of the previous EVENT]. The Canadian delegation shall stay at the official Host Hotel;
- 3.1.23 To organize during the [name of the previous event] a social function or hosting facility for the RIGHTS HOLDER representatives and Team Leaders and to establish a promotional booth and provide promotional items to the Canadian team.
- 3.1.24 To collaborate with a Transfer of Knowledge program (ToK) from previous Organizing Committee members to the LOC. All expenses related to this program, once known and agreed to by NSF and LOC, will be shared equally with the RIGHTS HOLDER;

3.2 Support and Partnerships

The BIDDING COMMITTEE/INSTITUTION, if nominated as the HOST CITY for the EVENT by the RIGHTS HOLDER, undertakes and agrees to:

- 3.2.1 Cooperate fully with the RIGHTS HOLDER and the NSF and consult with the HOST BRANCH in the planning and hosting of the EVENT;

3.3 Sporting Facilities

The BIDDING COMMITTEE/INSTITUTION, if nominated as the HOST CITY for the EVENT by the RIGHTS HOLDER, undertakes and agrees to:

- 3.3.1 Provide sporting facilities as per the [RFP, RIGHTS HOLDER CONTRACT and this Agreement] and specify which [RIGHTS HOLDER/NSF RULES AND REGULATIONS] apply;
- 3.3.2 Provide a competition site with a minimum seating capacity of [number] seats;
- 3.3.3 Provide lights on the field of play¹³ with a minimum of [number] lux;
- 3.3.4 Obtain confirmation from the venue owner(s) that the following will be provided free of charge¹⁴:
 - i. All the following sporting facilities [list the facilities] including but not limited to: all existing spaces¹⁵, buildings with all working/meeting rooms, amenities, parking and newly built infrastructure¹⁶ as per the RFP, for a minimum of [number] days prior to the EVENT to [number] days after the EVENT (fit-out and decommission dates included) and for a minimum of [number] days prior to the test event to [number] days after the test event (fit-out and decommission dates included),
 - ii. All existing Furniture, Fixture and Equipment (FF&E), sporting equipment, timing/scoring/results equipment, and supplies such as but not limited to electricity and water consumption for all the above sporting facilities for the EVENT and the test event,
 - iii. All the venue staff for all the above sporting facilities as per their normal schedule for a minimum of [number] days prior to the EVENT to [number] days after the EVENT and a minimum of [number] days prior to the test

¹³ Television/web streaming and photographers' requirements must be factored in.

¹⁴ However, venue owner(s) can be recognized as a GOVERNMENT PARTNER or INSTITUTION PARTNER for their Value-in-Kind contribution.

¹⁵ Tents and trailers will also be provided by the LOC in order to provide the required services to the [RIGHTS HOLDER FAMILY, Host Broadcaster, Spectators and Volunteers];

¹⁶ As per the EVENT capital budget.

event to [number] days after the test event. Additional services outside the normal schedule such as but not limited to janitorial, plumber services, electrician services, manpower services, sound technicians(s), scoreboard/video board technicians, telephone technicians, receptionists and security personnel must be must be available from outside sources with expenses paid either by the LOC or provided free of charge by venue owner(s) for the EVENT and the test event,

iv. The waste management service and field maintenance.

If the above cannot be provided free of charge by the venue owner(s), the [BID INSTITUTION] shall pay for these services;

3.3.5 Obtain confirmation from the venue owner(s) that the above sporting facilities will be clean of all advertising including advertising boards, concession/cater/vending machine products exclusivity and any other type of products exclusivity for the EVENT and the test event. Costs to cover or remove advertising will be paid by the [LOC or venue owner(s)];

3.3.6 Provide a minimum of [dollar amount] for look and pageantry to a service provider identified by the NSF; the location of look and pageantry elements including but not limited to participating country flags will be decided by NSF after consultation with the LOC. [The primary location will be around the field of play].

3.4 Non-sporting facilities

The BIDDING COMMITTEE/INSTITUTION, if nominated as the HOST CITY for the EVENT by the RIGHTS HOLDER, undertakes and agrees to:

3.4.1 Provide non-competition site(s) as per the [RFP, RIGHTS HOLDER CONTRACT and this Agreement] and specify which [RIGHTS HOLDER/NSF RULES AND REGULATIONS] apply;

3.4.2 Obtain confirmation from the venue owner(s) that the following will be provided free of charge:

- i. All the following non-sporting facilities [list the facilities with the exception of accommodation] including but not limited to: all existing spaces, buildings with all working/meeting rooms, amenities, parking as per the RFP, for a minimum of [number] days prior to the EVENT to [number] days after the EVENT (fit-out and decommission dates included),
- ii. All existing Furniture Fixture and Equipment (FF&E), and supplies such as but not limited to electricity and water consumption for all the above non-sporting facilities,
- iii. All the venue staff for all the above non-sporting facilities as per their normal schedule for a minimum of [number] days prior to the EVENT to [number]

days after the EVENT. Additional services outside the normal schedule such as but not limited to janitorial, plumber services, electrician services, manpower services, sound technicians, scoreboard/video board technicians, telephone technicians, receptionists and security personnel must be available from outside sources with expenses paid either by the LOC or provided free of charge by venue owner(s),

iv. The waste management service and field maintenance.

If the above cannot be provided free of charge by the venue owner(s), the [BID INSTITUTION] will be required to pay for these services.

- 3.4.3 Obtain confirmation from the venue owner(s) that the above non-sporting facilities will be clean of all advertising including advertising boards, concession/cater/vending machine products exclusivity and any other type of products exclusivity. Costs to cover or remove advertising is to be paid by the [LOC or venue owner(s)].

3.5 Competition aspects

The BIDDING COMMITTEE/INSTITUTION, if nominated as the HOST CITY for the EVENT by the RIGHTS HOLDER, undertakes and agrees to:

- 3.5.1 Organize the competition as per the [RFP, RIGHTS HOLDER CONTRACT and this Agreement] and specify which [RIGHTS HOLDER/NSF RULES AND REGULATIONS] apply;
- 3.5.2 Provide all competition equipment for the proper conduct of the EVENT, including but not limited to [timing/scoring/results equipment]. In the event that competition equipment must be purchased for the EVENT, the BIDDING COMMITTEE/INSTITUTION is responsible to ensure that all the equipment purchased for the EVENT will not be sold and will remain available for future competitions and for training purposes without any time limit;
- 3.5.3 Appoint, in consultation with the NSF and HOST BRANCH, [the Competition Director and Competition management staff]. Candidate names must be discussed first with the NSF and the HOST BRANCH prior to contacting the candidates;
- 3.5.4 Pay the costs (travel, room & board, accommodations and transfers) for out-of-town Competition Officials. Provide meals, uniforms and hospitality area to all Competition Officials. Work in collaboration with the NSF and the HOST BRANCH to select the Competition Officials;

- 3.5.5 Organize the [National Championships] as a test event and assume responsibility for all expenses related to the test event. Dates of the test event are to be agreed with the NSF and LOC;
- 3.5.6 [If the production of the competition timetable lies within the purview of the LOC as per the RIGHTS HOLDER obligations], work in collaboration with the NSF to submit a proposed competition timetable to the RIGHTS HOLDER;
- 3.5.7 Provide a high quality [scoreboard or video board: list the requirements] at the competition area with the capability of interfacing with the timing and results processing system. If a permanent [scoreboard or video board] is not available in the facility, a portable scoreboard may be used. The scoreboard must be of sufficient size to permit spectators to easily read the results presented;
- 3.5.8 Provide an appropriate sound system. The sound quality must encompass the entire seating area around the field of play;
- 3.5.9 Provide a team that will work exclusively on EVENT PRESENTATION with the following personnel: [list the personnel]. Most of the Event Presentation team must be in a booth overlooking the field of play. The Event Presentation proposal must be forwarded to the NSF no later than [number] months prior to the EVENT. Provide the opportunity for NSF to offer timely input into the presentation and timely and reasonable editorial comments. After the requested changes have been made, the LOC may forward the proposal to the RIGHTS HOLDER;
- 3.5.10 Provide a team that will work exclusively on Technical operation flow including the following personnel: [list the personnel]. The Technical Operations manager and the assistant and communications base personnel must be in a booth overlooking the field of play located beside the event presentation booth. The Technical operational flow chart must be forwarded to the NSF no later than [number] months prior to the EVENT. Provide the opportunity for the NSF to offer timely input into the flow chart, and to provide timely and reasonable editorial comments. After the requested changes have been made, LOC can forward the flow chart to the RIGHTS HOLDER Technical Delegates.

3.6 Financial and administration aspects

The BIDDING COMMITTEE/INSTITUTION, if nominated as the HOST CITY for the EVENT by the RIGHTS HOLDER, undertakes and agrees to:

- 3.6.1 Assume responsibilities for all expenses concerning the EVENT¹⁷;

¹⁷ For certain contracts, the event budget could be listed in an appendix; in that case, a new clause should be added: "Assume responsibilities for all expenses concerning the EVENT listed in Appendix [4]. All additional

3.6.2 Be solely responsible for any deficit that might result from the staging of the EVENT;

3.6.3 Provide the NSF with:

- i. An update of the LOC Business Plan including Value-in-Kind from SPONSORS and GOVERNMENT/INSTITUTION PARTNERS as well as a staffing plan after the appointment of the LOC General Manager.
- ii. The opportunity to offer input into the updated Plan on a timely basis, including reasonable editorial comments.

After the requested changes have been made the LOC can forward the final document to GOVERNMENT/INSTITUTION PARTNERS. From the time this version has been approved by the NSF until the EVENT, any changes from these above mentioned documents must be approved by the NSF prior to taking effect;

3.6.4 Provide the NSF with copies of all correspondence, and/or emails between the BIDDING COMMITTEE/INSTITUTION/LOC and the RIGHTS HOLDER related to the EVENT;

3.6.5 Provide the opportunity for the NSF to offer input on a timely basis into, and reasonable editorial comments on, all LOC reports and presentations to the RIGHTS HOLDER;

3.6.6 Provide the NSF with the proposed table of contents of the final post-event report for approval no later than [six months] prior to the EVENT;

3.6.7 Provide to the NSF:

- i. The final report within [three months] of the end of the EVENT.
- ii. The opportunity to offer input into the report on a timely basis, including reasonable editorial comments.

After the requested changes have been made the LOC can forward the final documentation to GOVERNMENT/INSTITUTION PARTNERS;

3.6.8 Provide to the NSF:

- i. Audited statements within [six months] after the end of the EVENT to the NSF.
- ii. The opportunity to offer input on a timely basis into the statements, including reasonable editorial comments.

EVENT expenses not listed in Appendix [4], if any, will also be the responsibility of the BID COMMITTEE/INSTITUTION.

After the requested changes have been forwarded to the auditor(s) and other information that might have been added by the auditor(s) is included, the auditor(s) are to forward the final documentation to the LOC;

- 3.6.9 Provide the NSF with electronic copies of all LOC archived documents including but not limited to: contracts, policies, operational guidelines and [number] copies of all printed materials established by the LOC for the EVENT, for the use of future hosting committees. The LOC is required to transfer the ownership, rights and copyrights of all documents to the NSF within [90 days] of the conclusion of the EVENT;
- 3.6.10 Provide equipped offices for the NSF free of charge during the EVENT at the following location(s): [list the location(s)];
- 3.6.11 Refrain from using the NSF's MARKS without the prior approval of the NSF;
- 3.6.12 Provide public liability insurance for the EVENT, with coverage not less than [amount] per occurrence and a minimum aggregate limit of [amount], with the NSF as a named insured party;
- 3.6.13 During the EVENT, collect on-site survey data for the production of an economic impact analysis using STEAM PRO in order to validate the economic impact projection, with costs of the STEAM PRO report to be shared equally with the NSF;
- 3.6.14 Be responsible for travel (including airfare and ground transportation), accommodation (full room & board) for the site visit(s) prior to the EVENT for the following NSF Delegates: [list the delegates]. For the site visit(s), the hotel must be the same one used by the RIGHTS HOLDER Delegates;
- 3.6.15 Be responsible for travel (including airfare and ground transportation), accommodation (full room & board) for the EVENT for the following NSF Delegates: [list the delegates]. For the EVENT, the hotel must be the same one used by the RIGHTS HOLDER Delegates;
- 3.6.16 Pay for the EVENT MARKS registration in Canada.

3.7 Broadcasting

The BIDDING COMMITTEE/INSTITUTION, if nominated as the HOST CITY for the EVENT by the RIGHTS HOLDER, undertakes and agrees to:

- 3.7.1 Produce the television/web-streaming signal(s) and provide BROADCASTER services as per the [RFP, RIGHTS HOLDER CONTRACT and this Agreement] and specify which [RIGHTS HOLDER/NSF RULES AND REGULATIONS] apply;

- 3.7.2 Agree that any and all discussions/communications regarding television, web-streaming coverage and television/web-streaming advertising of the EVENT within Canada must flow through the NSF;
- 3.7.3 Provide [dollar amount] to the NSF to acquire the RIGHTS HOLDER Television/Internet rights package within Canada. The acquired rights will be owned and retained by the NSF and transferred by the NSF to a Canadian BROADCASTER. The payment schedule will be as follows: [dollar amount(s) and date(s)];
- 3.7.4 Provide [dollar amount] for television production by the HOST BROADCASTER;
- 3.7.5 Provide [dollar amount] for web-streaming the EVENT;
- 3.7.6 Provide, in addition to 3.7.4 and 3.7.5, fit-out requirements such as, but not limited to: scaffolding, tents, trailers, portable toilets, fencing, electricity, furniture, fixtures and equipment, telecommunication and office equipment such as, but not limited to telephone lines, fax, photocopiers and 24-hour security to the HOST BROADCASTER/web streaming production service provider.

3.8 Marketing

The BIDDING COMMITTEE/INSTITUTION, if nominated as the HOST CITY for the EVENT by the RIGHTS HOLDER, undertakes and agrees to:

- 3.8.1 Produce the marketing plan as per the [RFP, RIGHTS HOLDER CONTRACT and this Agreement] and specify which [RIGHTS HOLDER/NSF RULES AND REGULATIONS] apply;
- 3.8.2 Provide exposure for GOVERNMENT PARTNERS equal to that for the highest LOC SPONSOR category level based upon the categories [to be outlined by the RIGHTS HOLDER];
- 3.8.3 Provide exposure for INSTITUTIONAL PARTNERS based upon the sponsorships categories [to be outlined by the RIGHTS HOLDER];
- 3.8.4 Provide exposure for the NSF¹⁸ equal to that for GOVERNMENT PARTNERS;
- 3.8.5 Provide a first right of refusal on all marketing opportunities on terms and conditions set by the LOC, to all NSF SPONSORS active as of [date], whose sponsorship periods include the date of the EVENT [provided that the NSF

¹⁸ If there are space issues around the field of play, NSF could decide to not have the same advertising board exposure.

SPONSOR category is not in conflict with the SPONSOR category reserved for the RIGHTS HOLDER];

- 3.8.6 Work cooperatively with the NSF to implement a FRIENDS' Program [to be approved by the RIGHTS HOLDER] in order to ensure the best possible opportunities for the local businesses and NSF partners. Provide up to [number] FRIENDS packages to the NSF at no cost, for NSF partners to be linked with this program [provided that the NSF partner category is not in conflict with the SPONSOR category reserved for the RIGHTS HOLDER];
- 3.8.7 Provide the NSF, after the appointment of the LOC Marketing Director, with an update of the LOC Marketing Plan¹⁹, which should include the LOC MARKETING RIGHTS. Provide the NSF with the opportunity to offer input on a timely basis into the Plan, including reasonable editorial comments. After the requested changes have been made, the LOC can forward the final document to RIGHTS HOLDER for approval and to [GOVERNMENT/INSTITUTION PARTNERS]. From the time this version has been approved by the NSF until the EVENT, any changes from the LOC Marketing Plan must be approved by the NSF prior to taking effect;

Provide to the NSF:

- i. An update of the LOC Marketing Plan including the LOC MARKETING RIGHTS, once the LOC Marketing Director is appointed;
- ii. The opportunity to offer input into the PLAN on a timely basis, including reasonable editorial comments.

After the requested changes have been made the LOC can forward the final documentation to RIGHTS HOLDER for approval and to [GOVERNMENT/INSTITUTION PARTNERS]. From the time this version has been approved by the NSF until the EVENT, any changes from the LOC Marketing Plan must be approved by the NSF prior to taking effect.

- 3.8.8 Provide for merchandising sales of up to [number] for NSF items with equal shared profit revenues. A sales booth is to be manned by the LOC or a merchandising service provider prior to and/or during the EVENT.

3.9 Communication

The BIDDING COMMITTEE/INSTITUTION, if nominated as the HOST CITY for the EVENT by the RIGHTS HOLDER, undertakes and agrees to:

- 3.9.1 Provide communication services as per the [RFP, RIGHTS HOLDER CONTRACT and this Agreement] and specify which [RIGHTS HOLDER/NSF RULES AND REGULATIONS] apply;

¹⁹ The CSTA Marketing Template should ideally be used.

- 3.9.2 Understand the importance for spectators of a full competition venue for the success of the EVENT and promote the EVENT to the best of their ability to ensure a competition venue full of spectators for the EVENT;
- 3.9.3 Promote and market the EVENT to the best of their ability in cooperation with the NSF and HOST BRANCH;
- 3.9.4 Provide the NSF, after the appointment of the LOC Communication Director, with an update of the LOC Communication Plan²⁰. Provide the NSF with the opportunity to offer timely input into the Plan, and timely and reasonable editorial comments to it. After the requested changes have been made, the LOC can forward the final document to [GOVERNMENT/INSTITUTION PARTNERS]. From the time this version has been approved by the NSF until the EVENT, any changes to the LOC Communication Plan must be approved by the NSF prior to taking effect;

Provide to the NSF:

- i. An update of the LOC Communication Plan once the LOC Communication Director is appointed;
- ii. The opportunity to offer input into the Plan on a timely basis, including reasonable editorial comments.

After the requested changes have been made the LOC can forward the final documentation to [GOVERNMENT/INSTITUTION PARTNERS]. From the time this version has been approved by the NSF until the EVENT, any changes from the LOC Communication Plan must be approved by the NSF prior to taking effect.

- 3.9.5 Implement with the collaboration of the educational partners, NSF and HOST BRANCH, an educational program that will reach every educational institution in the region where the EVENT will be taking place;
- 3.9.6 Secure newspaper, radio, and billboard advertising for the EVENT [after having received the release of these categories of advertising from the RIGHTS HOLDER]. For Internet and television advertising, discussions must flow through NSF, as per section 3.7;
- 3.9.7 Coordinate with the NSF to ensure that appropriate NSF spokespersons are included in all media events prior to and during the EVENT. Inform the NSF [one] week in advance of any press event to be held to allow the NSF time to decide if they wish to participate;
- 3.9.8 Work in collaboration with the NSF to produce the EVENT MARKS [to be approved by the RIGHTS HOLDER].

²⁰ The CSTA Marketing Template includes a Communication Plan.

3.10 Media Services

The BIDDING COMMITTEE/INSTITUTION, if nominated as the HOST CITY for the EVENT by the RIGHTS HOLDER, undertakes and agrees to:

- 3.10.1 Provide media services as per the [RFP, RIGHTS HOLDER CONTRACT and this Agreement] and specify which [RIGHTS HOLDER/NSF RULES AND REGULATIONS] apply;
- 3.10.2 Provide the NSF with a Media Event Plan, which includes services to media during the EVENT. Provide the opportunity for the NSF to offer timely input into the Plan, and timely and reasonable editorial comments. After the requested changes have been made, the LOC should forward the final document to [GOVERNMENT / INSTITUTION PARTNERS]. From the time this version has been approved by the NSF until the EVENT, any changes from the LOC Media Event Plan must be approved by the NSF prior to taking effect;

Provide to the NSF:

- i. A Media Event Plan, which includes services to media during the EVENT;
- ii. The opportunity to offer input into the Plan on a timely basis, including reasonable editorial comments.

After the requested changes have been made the LOC can forward the final documentation to [GOVERNMENT/INSTITUTION PARTNERS]. From the time this version has been approved by the NSF until the EVENT, any changes from the LOC Media Event Plan must be approved by the NSF prior to taking effect.

- 3.10.3 Prepare an initial list of accredited media personnel to cover the EVENT for the review and final approval of the NSF. The LOC will send the final media list to the NSF after the EVENT;

3.11 Hosting Services (VIPs and Sponsors)

The BIDDING COMMITTEE/INSTITUTION, if nominated as the HOST CITY for the EVENT by the RIGHTS HOLDER, undertakes and agrees to:

- 3.11.1 Provide hosting services as per the [RFP, RIGHTS HOLDER CONTRACT and this Agreement] and specify which [RIGHTS HOLDER/NSF RULES AND REGULATIONS] apply;
- 3.11.2 Provide the NSF [and HOST BRANCH], free of charge, an agreed number of VIP tickets and parking passes for the following categories of persons: [provide a list];

- 3.11.3 Provide the NSF [and HOST BRANCH], free of charge, an agreed number of tickets for the following categories of persons: [provide a list];
- 3.11.4 Arrange for VIP hospitality [including food and beverage] to be provided free of charge each day to the RIGHTS HOLDER, NSF, [HOST BRANCH,] LOC guests and SPONSORS at the competition site;
- 3.11.5 Coordinate with the NSF to ensure that appropriate NSF [and HOST BRANCH] representatives are included in all EVENT related social functions and that appropriate NSF spokespersons are included;
- 3.11.6 Work in collaboration with local public institution(s) in order to host at least one reception [other than the final banquet and Team Canada reception] during the EVENT for: [Team leaders of each participating country, the RIGHTS HOLDER, NSF, [HOST BRANCH,] LOC guests and SPONSORS];
- 3.11.7 Arrange, fund and host a Team Canada activity during the EVENT at an agreed-upon date and location to recognize and thank Canadian participants: athletes, coaches, managers, officials and medical (including paramedical) staff. Invitations must be extended to all Team Canada members, Canadian competition officials, RIGHTS HOLDER, NSF and LOC guests including appropriate federal, provincial, territorial and local government representatives and SPONSORS;
- 3.11.8 If a Final Banquet must be organized as per RIGHTS HOLDER obligation, ensure that all NSF accredited representatives are invited to the EVENT, including all Canadian athletes/coaches/managers/medical/paramedical staff/competition officials, RIGHTS HOLDER, and LOC guests including appropriate federal, provincial, territorial and local government representatives and SPONSORS;
- 3.11.9 Ensure visibility of the NSF flag in all appropriate protocol areas.

3.12 Other activities related to the EVENT

The BIDDING COMMITTEE/INSTITUTION, if nominated as the HOST CITY for the EVENT by the RIGHTS HOLDER, undertakes and agrees to:

- 3.12.1 Organize other activities²¹ as per the [RFP, RIGHTS HOLDER CONTRACT and this Agreement] and specify which [RIGHTS HOLDER/NSF RULES AND REGULATIONS] apply;

²¹ Opening/Closing ceremonies, receptions, final banquet, festival, congress, meetings, coaching seminar, etc.

- 3.12.2 Organize an Opening, a Closing and victory ceremonies as per the [RFP, RIGHTS HOLDER CONTRACT and this Agreement] and specify which [RIGHTS HOLDER/NSF RULES AND REGULATIONS] apply;
- 3.12.3 Organize and fund a Festival to be held from the day following the Opening Ceremony to the day prior to the Closing Ceremony. The Festival site should be located in one central location;
- 3.12.4 Coordinate the logistical aspects of a [NSF Coaching seminar, development camp or NSF General Assembly] for up to [number] participants starting [number] days prior to the competition. All conference room(s) including but not limited to set-up, signs, equipment, audio-visual, internet access and technology equipment and refreshments necessary for the conference are to be provided free of charge. All participants are to receive free-of-charge accreditation to the EVENT including access to a seat at the competition site.

3.13 Accommodation

The BIDDING COMMITTEE/INSTITUTION, if nominated as the HOST CITY for the EVENT by the RIGHTS HOLDER, undertakes and agrees to:

- 3.13.1 Provide accommodation services as per the [RFP, RIGHTS HOLDER CONTRACT and this Agreement] and specify which [RIGHTS HOLDER/NSF RULES AND REGULATIONS] apply;
- 3.13.2 Pay the costs related to the Canadian team's participation (athletes and team staff) including travel to the HOST CITY and full-board accommodation, for up to no more than [number] persons, and no more than [number] coaches, managers and medical/paramedical staff members. In addition to costs for the above coaches, provide accreditation free of charge for [number] personal coaches;
- 3.13.3 Give first right of refusal to the Canadian team for their accommodation selection within the proposed team accommodation venue. Provide the necessary working rooms to the NSF in addition to the accommodation, at no charge;
- 3.13.4 Pay the costs of travel and full board accommodation for [number] NSF representatives (in addition to NSF representatives on the LOC Board and NSF staff – see 3.1.14) to attend the EVENT for a period of no more than [number] days in the [Officials' Main Hotel];
- 3.13.5 Forward the athletes' menus and meals to the NSF allowing the NSF time for approval. Provide the NSF with the opportunity to offer timely input into the plans, and timely and reasonable editorial comments. After the requested changes have

been made the LOC can forward the menus and meal plans to the [RIGHTS HOLDER];

Provide to the NSF:

- i. The athletes' menus and meals to the NSF allowing the NSF time for approval;
- ii. The opportunity to offer input into the Plan on a timely basis, including reasonable editorial comments.

After the requested changes have been made the LOC can forward menus and meal plans to [RIGHTS HOLDER].

3.13.6 Negotiate a corporate rate for NSF representatives and NSF guests at the [Officials' Main Hotel]. A corporate rate for a second hotel must also be provided for seminar participants and other NSF representatives;

3.13.7 Provide [number] meeting room(s) free of charge for the NSF [include name of the committee];

3.14 Logistics²²

The BIDDING COMMITTEE/INSTITUTION, if nominated as the HOST CITY for the EVENT by the RIGHTS HOLDER, undertakes and agrees to:

3.14.1 Provide registration/accreditation services as per the [RFP, RIGHTS HOLDER CONTRACT and this Agreement] and specify which [RIGHTS HOLDER/NSF RULES AND REGULATIONS] apply;

3.14.2 Provide additional accreditation free of charge, as may be requested by the NSF or HOST BRANCH;

3.14.3 Provide transportation services as per the [RFP, RIGHTS CONTRACT and this Agreement] and specify which [RIGHTS HOLDER/NSF RULES AND REGULATIONS] apply;

3.14.4 Provide [number] dedicated car(s) to the NSF during the EVENT;

3.14.5 Provide access control and security services as per the [RFP, RIGHTS HOLDER RIGHTS CONTRACT and this Agreement] and specify which [RIGHTS HOLDER/NSF RULES AND REGULATIONS] apply;

²² Including accreditation, registration, airport, transportation, medical, security, official languages, technology.

- 3.14.6 Provide medical and paramedical services as per the [RFP, RIGHTS HOLDER RIGHTS CONTRACT and this Agreement] and specify which [RIGHTS HOLDER/NSF RULES AND REGULATIONS] apply;
- 3.14.7 Cooperate with the NSF and the Canadian Centre for Ethics in Sport (CCES) to ensure that any and all required Doping Control Procedures [required by the RIGHTS HOLDER] are properly administered under the established policy, and that the appropriate facilities, support personnel and materials are provided, with costs for anti-doping tests, CCES coordination fee and all associated costs for such procedures being borne by the LOC;
- 3.14.8 Abide by and meet all Canadian Official Language Guidelines as outlined in Appendix 5 (Canadian Official Language Guidelines).

3.15 Legacy

The BIDDING COMMITTEE/INSTITUTION, if nominated as the HOST CITY for the EVENT by the RIGHTS HOLDER, undertakes and agrees to:

- 3.15.1 Provide legacy elements as per the [RFP, RIGHTS HOLDER RIGHTS CONTRACT and this Agreement] and specify which [RIGHTS HOLDER/NSF RULES AND REGULATIONS] apply;
- 3.15.2 In the event of a surplus, provide a proposal to the NSF for the distribution of funds with the purpose of ensuring capital preservation and/or longevity of the sport, focusing on sport development in Canada and the HOST PROVINCE. Provide the NSF with the opportunity to offer input into the proposal, and timely and reasonable editorial comments. After the requested changes have been made the NSF can forward the final document to [GOVERNMENT/INSTITUTION PARTNERS];

Provide to the NSF:

- i. A proposal, in the event of surplus, for the distribution of funds with the purpose of ensuring capital preservation and/o longevity of the sport, focusing on sport development in Canada and the HOST PROVINCE;
- ii. The opportunity to offer input into the proposal on a timely basis, including reasonable editorial comments.

After the requested changes have been made the LOC can forward menus and meal plans to [GOVERNMENT/INSTITUTION PARTNERS].

- 3.15.3 Work with the NSF, the HOST BRANCH, and the HOST CITY to establish a committee that will work on sport development. This committee will have a mandate to provide local and regional athletes with improved services and a better training and support environment prior to the EVENT.

4. NSF COVENANTS – Bidding Obligations

The NSF undertakes and agrees to²³:

- 4.1. Be the main contact with the RIGHTS HOLDER during the international bid phase;
- 4.2. Be the only contact with Sport Canada in regards to international bid funding and EVENT funding for the operational budget;
- 4.3. Cooperate fully with the CANADIAN BID CITY and HOST BRANCH representatives during the international bid phase by providing advice about the entire bid process and bid deliverable(s) including but not limited to the international Bid Book and any bid presentation to the RIGHTS HOLDER;
- 4.4. Work cooperatively with the CANADIAN BID CITY representatives to develop a Business Plan with a detailed budget, Marketing Plan which includes a Communication Plan, and a Legacy Plan;
- 4.5. Nominate an NSF staff contact person, immediately after the announcement of the CANADIAN BID CITY;
- 4.6. Pay the administration costs related to the NSF expenses in regards to the international bid.

5. NSF COVENANT - Hosting Obligations

The NSF undertakes and agrees to:

5.1. General

- 5.1.1 Cooperate fully with the LOC in the hosting and staging of the EVENT in accordance with the terms of this Agreement and the RIGHTS HOLDER CONTRACT and the RIGHTS HOLDER RULES AND REGULATIONS;
- 5.1.2 Nominate NSF representatives to the various committees of the LOC;
- 5.1.3 Ask the HOST BRANCH to propose the name of a representative to participate on the LOC Board of Directors;

²³ For the Business Plan, see Footnote 1 and for the Marketing Plan, see Footnote 6.

5.1.4 Coordinate a Transfer of Knowledge program (ToK) from past Organizing Committee members to the LOC. All expenses related to this program once known and agreed to by both parties are to be shared equally between the NSF and the LOC;

5.1.5 [Propose the date of the EVENT to the RIGHTS HOLDER].

5.2. Support and Partnerships

The NSF undertakes and agrees to:

5.2.1 To facilitate and assist in all negotiations with:

- i. The RIGHTS HOLDER,
- ii. The Government of Canada,
- iii. Sport agencies as may be required at the reasonable request(s) of the LOC.

5.3. Sporting and non-sporting venues

The NSF undertakes and agrees to:

5.3.1 Coordinate the look and pageantry of the EVENT at the competition site(s) in collaboration with the LOC.

5.4. Competition

The NSF undertakes and agrees to:

5.4.1 Recruit, develop, train, promote and maintain a team of competitive Canadian athletes for participation at the EVENT. Provide a full team to the EVENT with a minimum of [number] and a maximum of [number] athletes per event;

5.4.2 Establish and publish the Canadian entry standards for the EVENT;

5.4.3 Provide, in a timely manner, all competition information that may be needed from time to time by the LOC for the proper organization, presentation and administration of the EVENT;

5.4.4 Work cooperatively with the LOC to develop an EVENT PRESENTATION scenario and competition timetable to ensure an optimal spectator experience during the EVENT;

5.4.5 Approve the appointment of all Canadian Competition Officials;

- 5.4.6 Provide the services of [number] NSF Event Department staff member(s) as working member(s) of the LOC prior to the EVENT and for [number] days during the EVENT.

5.5. Financial and administrative aspects

The NSF undertakes and agrees to:

- 5.5.1 Provide the LOC with electronic copies of all the archived documents from previous LOCs including but not limited to contracts, policies, and operational guidelines. Transfer the ownerships, rights and copyrights of all those documents to the LOC for the duration of the planning and delivery of the EVENT;
- 5.5.2 Work cooperatively with the LOC to develop a Business Plan with a sufficiently detailed budget that ensures that the LOC has the necessary resources to host the EVENT to the required specifications;
- 5.5.3 Work cooperatively with the LOC to develop a final report that includes sufficient information on all aspects of organizing the EVENT so as to assist future Organizing Committees in hosting a similar event;
- 5.5.4 During the EVENT, collect on-site data for the production of an economic activity report using STEAM PRO in order to validate the economic impact projection, with costs of the STEAM PRO report to be shared equally with the LOC;
- 5.5.5 Pay the administration costs related to the NSF expenses in regards to the planning and hosting of the EVENT.

5.6. Broadcasting and Marketing Aspects

The NSF undertakes and agrees to:

- 5.6.1 Take responsibility for all discussions/communications regarding television/web-streaming coverage and television/web-streaming advertising of the EVENT within Canada. The NSF will keep the LOC apprised of these discussions.
- 5.6.2 Appoint the HOST BROADCASTER and web-streaming production service provider for the EVENT;
- 5.6.3 Work cooperatively with the LOC to develop a Marketing Plan to ensure the best possible marketing opportunities for the EVENT;

5.6.4 Contact NSF SPONSORS to become involved as SPONSORS within the EVENT.

5.7. Communication and media services

The NSF undertakes and agrees to:

- 5.7.1 Work cooperatively with the LOC to develop, with the HOST BRANCH, a Communications Plan to ensure the best possible communications opportunities for the EVENT;
- 5.7.2 Work cooperatively with the LOC to develop a Media Plan to ensure the best possible services to media organizations and personnel during the EVENT;
- 5.7.3 Provide the names and biographies of NSF representatives who will be available to speak on behalf of the NSF at press conferences, receptions, and similar functions;
- 5.7.4 Work with the LOC to arrange for representatives of the Canadian Team to attend the previous EVENT to promote the future EVENT;
- 5.7.5 Work with the LOC, the HOST BRANCH and the educational partners to develop and link an educational program to the EVENT;
- 5.7.6 Work with the LOC to produce the EVENT MARKS for the EVENT;
- 5.7.7 Make available to the LOC, the sport pictures of Canadian athletes, free of photographers' and athletes' rights;
- 5.7.8 Act as the liaison between the athletes and the LOC in the use of athletes to promote the EVENT. All expenses related to these activities are to be paid by the [LOC];
- 5.7.9 Promote the EVENT on the NSF's website and through other communication vehicles;
- 5.7.10 Produce the Canadian Team Media Handbook for the EVENT;
- 5.7.11 Provide the services of [number] NSF Marketing/communication staff as working member(s) of the LOC Marketing/Communication team prior to the EVENT, and for a total [number] days during the EVENT.

5.8. Hosting services (VIPs & SPONSORS)

The NSF undertakes and agrees to:

- 5.8.1 Provide the LOC with NSF flags, banners and other logo materials for display at all official protocol sites, [subject to the prior consent of the RIGHTS HOLDER regarding all signage at all official venues].

5.9. Other activities related to the EVENT

The NSF undertakes and agrees to:

- 5.9.1 Assume responsibility for the content of the [NSF Coaching seminar, Development Camp or NSF General Assembly]; the NSF will select the guests and speaker(s), provide the welcome pack and act as the liaison with the participants.

5.10. Accommodation

The NSF undertakes and agrees to:

- 5.10.1 Provide full details of all Team Canada accommodation requirements at least [number] week(s) before the EVENT.

5.11. Logistics²⁴

The NSF undertakes and agrees to:

- 5.11.1 Provide full details of all NSF Board members, staff and other designated personnel as well as HOST BRANCH members who require accreditation at the EVENT at least [one] month before the EVENT.

5.12. Legacy

The NSF undertakes and agrees to:

- 5.12.1 Work cooperatively with the LOC to develop a Legacy Plan that will begin to deliver results prior to the EVENT and provide a lasting legacy for future generations of athletes and other sport participants.

²⁴ See footnote 22.

6. GRANT OF RIGHTS

As per the RIGHTS HOLDER CONTRACT:

- 6.1. The [LOC or BIDDING COMMITTEE/INSTITUTION] shall retain all revenues from: [the GOVERNMENT/INSTITUTION PARTNERS, the sales of tickets to the EVENT, all LOC marketing sponsorship revenues within Canada, merchandising revenues within Canada, program sales, concession revenues, fundraising activities, donation and team accommodation revenues];
- 6.2. The RIGHTS HOLDER is the owner of all rights to the EVENT. In granting to the [LOC or BIDDING COMMITTEE/INSTITUTION] the authority to exploit these above rights (see 6. 1), it is agreed that: [list];
 - 6.2.1 [the RIGHTS HOLDER shall retain revenues from the BROADCASTER];
 - 6.2.2 [The RIGHTS HOLDER shall retain exclusive use of existing and future RIGHTS HOLDER SPONSORS including but not limited to the title SPONSOR with the exception of RIGHTS HOLDER SPONSOR Value-in-Kind which could be given to the [LOC or BIDDING COMMITTEE/INSTITUTION] at the discretion of the RIGHTS HOLDER];
 - 6.2.3 [The LOC MARKETING RIGHTS must be consistent with the RIGHTS HOLDER MARKETING RIGHTS and be approved by the RIGHTS HOLDER; therefore, the LOC's MARKETING RIGHTS including the sponsorships packages, the sponsors' designation and the number of LOC SPONSORS per category need to be compatible with the RIGHTS HOLDER's sponsorship programs];
 - 6.2.4 [All agreements with LOC SPONSORS require RIGHTS HOLDER approval before they are signed];
 - 6.2.5 [The exclusivity of the RIGHTS HOLDER SPONSOR category must be recognized at all times. The RIGHTS HOLDER may release certain SPONSOR categories to the LOC or BIDDING COMMITTEE/INSTITUTION];
 - 6.2.6 The LOC should use unbranded products during the EVENT (e.g., clothing) [unless the category has already been released to the LOC or otherwise approved in writing by the RIGHTS HOLDER];
 - 6.2.7 The costs of serving the LOC SPONSORS including but not limited to the costs of the production of advertising board(s) will be borne by the [LOC or BIDDING COMMITTEE/INSTITUTION or SPONSOR(S)];

- 6.2.8 The costs of serving the RIGHTS HOLDER SPONSORS including but not limited to the costs of the production of advertising board(s) will be borne by the [LOC or BIDDING COMMITTEE/INSTITUTION or RIGHTS HOLDER or SPONSOR(S)];
- 6.2.9 The location of the SPONSORS' board(s) around the field of play is to be decided [jointly by the LOC and the RIGHTS HOLDER];
- 6.2.10 The cost of the installation and removal of all signage required for the EVENT will be borne by the [LOC or BIDDING COMMITTEE/INSTITUTION];
- 6.2.11 The SITES must be provided free of advertising (please refer to section 3.3.5 and section 3.4.3).

7. DISPUTE RESOLUTION

- 7.1 Any dispute arising from or related to the present Agreement will be submitted exclusively to the Sport Dispute Resolution Centre of Canada (SDRCC) or its successor, and resolved definitively in accordance with the SRDCC Code, found at www.crdsc-srdcc.ca, as amended from time to time. The panel will consist of [one or three] arbitrator(s). The place of arbitration shall be in [Ottawa, Ontario]. The language of the arbitration shall be [English]. The costs of the arbitration will be shared equally among the parties.

8. CONFIDENTIALITY

- 8.1 The parties acknowledge that the content, in particular the financial details of, and any information disclosed pursuant to, this Agreement is confidential, and agree to do all things necessary to preserve such confidentiality, except to the extent that:
 - i. Disclosure is required by law, or
 - ii. The contents are, or the information is, in the public domain (other than in breach of this Clause), or
 - iii. Disclosure is necessary within the NSF, HOST COMMITTEE/HOST CITY, or LOC as part of the ordinary reporting or review procedure, or
 - iv. Disclosure is made to the NSF's, BID COMMITTEE/INSTITUTION's or LOC's professional advisers or consultants who have a legitimate need to know such contents or information and who agree to be bound by this Clause.

9. TERMINATION

- 9.1. The NSF may terminate this Agreement and revoke the EVENT sanction granted by this Agreement at any time in advance of the EVENT if the BID COMMITTEE/BID INSTITUTION fails to fulfil its obligations under this Agreement. Once the EVENT is underway, the NSF will have the authority to terminate the EVENT if the technical standards are not being met and/or the safety of participants or patrons at the EVENT are at risk;
- 9.2. Unless otherwise agreed to by the parties hereto in writing, this Agreement shall automatically expire should any of the following events take place:
 - i. The bankruptcy or insolvency of either the NSF or the BID COMMITTEE/INSTITUTION or LOC or all of them;
 - ii. The appointment of a receiver for any of the assets of either party or of all parties; the making of an assignment for the benefit of creditors of or by either party or all parties; or the taking of any similar action, such as requesting a creditor's assignment or a composition of creditors;
 - iii. [180] days following the completion of the EVENT.

10. GENERAL

- 10.1. The rights and obligations of the parties hereto are not assignable in whole or in part except by written assignment approved and executed by the parties hereto;
- 10.2. The failure by either party to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions as to any future violation thereof, nor prevent that party thereafter from enforcing each and every other provision of this Agreement. The rights and remedies granted the parties herein are cumulative and the waiver by a party of any single remedy shall not constitute a waiver of such party's right to assert all other legal remedies available to him or it under the circumstances;
- 10.3. Any notice or other written communication required or permitted hereunder shall be in writing and:
 - i. Delivered personally to the party or, if the party is a corporation, an officer of the party to whom it is directed;
 - ii. Sent by registered mail, postage prepaid, return receipt requested; or
 - iii. Sent by facsimile or email with all necessary charges fully prepaid, and confirmation of delivery requested.
- 10.4. All such notices shall be addressed to the party to whom it is directed at the following addresses:

NSF

Attention: [contact name] _____

Address: _____

Phone: _____

Email: _____

Bidding Committee:

Attention: [contact name] _____

Address: _____

Phone: _____

Email: _____

Bidding Institution:

Attention: [contact name] _____

Address: _____

Phone: _____

Email: _____

- 10.5. If any clause, or part thereof, contained in this Agreement shall be determined to be invalid by a Court of competent jurisdiction, such invalidity shall not affect the remainder of this Agreement, the effectiveness of which does not depend on the validity of the invalid paragraph of part thereof;
- 10.6. Time shall be of the essence in this Agreement and every part thereof;
- 10.7. This Agreement contains the entire Agreement of the Parties. It may not be changed orally but only by agreement in writing signed by the Party against whom enforcement of any waiver, charge, modification, extension or discharge is sought;
- 10.8. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument;
- 10.9. This Agreement shall be governed by and construed in accordance with the laws of the Province of [name of Host Province] ;

10.10. The Parties agree that the courts of the Province of [name of Host Province] will have exclusive jurisdiction to determine all disputes and claims arising between the parties;

10.11. This agreement shall ensure to the benefit of and be binding upon the Parties and their permitted assigns or successors.

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be executed in two (2) original copies by their duly authorized representatives on the day and year written below:

NSF [insert name of the NSF] _____

By: [insert name] _____ | Witness: [insert name] _____

Title: [insert title/position] _____ | Title: [insert title/position] _____

Signatures _____ | _____

Date: [day] ____ / [month] ____ / [year] ____

BIDDING COMMITTEE

Organization: [insert organization's name] _____

By: [insert name] _____ | Witness: [insert name] _____

Title: [insert title/position] _____ | Title: [insert title/position] _____

Signatures _____ | _____

Date: [day] ____ / [month] ____ / [year] ____

BIDDING INSTITUTION(S)

Organization: [insert institution's name] _____

By: [insert name] _____ | Witness: [insert name] _____

Title: [insert title/position] _____ | Title: [insert title/position] _____

Signatures _____ | _____

Date: [day] ____ / [month] ____ / [year] ____

Enclosed:

- Appendix 1: Detailed Value-in-Kind toward the EVENT operation budget provided by BID INSTITUTION
- Appendix 2: Detailed Value-in-Kind toward the INTERNATIONAL BID provided by BID INSTITUTION
- Appendix 3: International bid budget²⁵
- Appendix 4: EVENT budget²⁶
- Appendix 5: Canadian Official Language Guidelines (if necessary)
- Appendix 6: [attached each NSF RULES AND REGULATIONS]

²⁵ See Footnote 10

²⁶ See Footnote 16

CHAPTER 2 - CONTRACT TEMPLATE FOR A NATIONAL SPORT FEDERATION WHICH IS ALSO ACTING AS THE EVENT RIGHTS HOLDER WITH OR WITHOUT A BID PROCESS TO SELECT THE HOST CITY

Footnotes must be deleted in the final version of the Event Organization Agreement.

Before finalizing their Event Organization Agreement (EOA), the NSF should ensure that the BID COMMITTEE/INSTITUTION and the Local Organizing Committee (LOC) obligations towards the NSF are not overly onerous in comparison with the overall event operational budget. The obligations suggested below are drafted for large international single-sport events; they should be reduced and/or removed for smaller events.

[CONTENT]

The following changes to the EOA must be made for an NSF acting as the international rights holder²⁷:

- In the section entitled **“WHEREAS”**
 - § A: Delete this paragraph about the international rights holder;
 - § B: Replace with: “[Name of the National Sport Federation], hereinafter referred to as NSF is a member of the [Name of the International federation] and is the governing body for the sport of [Name of the sport] in Canada and has the sole authority to select the HOST CITY for the EVENT”;
 - § E: Replace with: “By signing this Agreement, the BID COMMITTEE and the BID INSTITUTION have applied to the NSF for consideration as the HOST CITY and if selected as the HOST CITY will organize and stage the EVENT”;
 - § F: Replace with: “By signing this Agreement, the NSF has selected the BID COMMITTEE/INSTITUTION to be the HOST CITY, and the NSF will provide services as outlined in this Agreement to the Local Organizing Committee”;
- In the entire document:
 - Change the words “RIGHTS HOLDER” to “NSF”;
 - Change the words “RIGHTS HOLDER CONTRACT” to “this Agreement”;
 - Delete the phrase “RIGHTS HOLDER RULES AND REGULATIONS”;
- In the section entitled **“DEFINITIONS AND INTERPRETATIONS”**
 - Modify the definitions and interpretations according to the terminology that will be used in your EOA;

²⁷ See Chapter 1 of this document.

- In section n°1:
 - Delete 1a and 1b;
- In section n°2:
 - Delete the entire section with the exception of clauses n°2.5, 2.6, 2.7 and 2.8 (to be modified) and move them to section 3;
- In section n°3
 - § 3.1.4 & § 3.1.5: delete “unless it is in conflict with the RIGHTS HOLDER CONTRACT”,
 - § 3.1.4 & § 3.1.5: change “CANADIAN BID CITY” to “HOST CITY”;
 - Delete § 3.1.6, § 3.1.20, § 3.1.21, § 3.5.6, § 3.6.4, § 3.6.5, § 3.7.3, § 3.11.7, § 3.13.2 and § 3.13.3;
 - § 3.1.22 & § 3.1.23: delete the last sentence;
 - § 3.5.9 & § 3.5.10: change the last part of the final sentence to: “the LOC can provide the final document to the relevant LOC Committee(s)”;
 - § 3.7.2: delete “within Canada”;
 - § 3.8.4 & § 3.8.5: delete the last sentence in brackets;
 - § 3.11.6: delete “team leaders”;
 - § 3.11.8: delete the first part of the first sentence;
- In section n°4:
 - Delete the entire section;
- In section n°5:
 - Delete § 5.1.5, § 5.4.1, § 5.4.2, § 5.7.4, § 5.7.10 and § 5.10.1;
 - § 5.2.1: delete the words “RIGHTS HOLDER”;
 - § 5.6.1: delete “within Canada”;
 - § 5.8.1: delete the text in brackets;
- In section n°6:
 - § 6.1: delete “within Canada”;
 - § 6.2.2, § 6.2.5 and § 6.2.8: change “RIGHTS HOLDER SPONSORS” to “NSF SPONSORS”;
 - § 6.2.3: change “RIGHTS HOLDER MARKETING RIGHTS” to “NSF MARKETING RIGHTS”;
- In the Appendices:
 - delete Appendix 2 and Appendix 3.

CHAPTER 3 – CONTRACT TEMPLATE BETWEEN BIDDING COMMITTEE/INSTITUTION AND LOCAL ORGANIZING COMMITTEE

[SAMPLE]

This contract between the Bidding Committee, Bidding Institution, National Sport Federation and Local Organizing Committee is made this [number] day of [month] [year] and hereinafter is referred to as the “Contract.”

BETWEEN

[Name of the National Sport Federation], [address], hereinafter referred to as the NSF,

AND

[Name of the Bidding Committee]²⁸, [address], hereinafter referred to as the BIDDING COMMITTEE,

AND

[Name of the Bidding Institution]²⁹, [address], hereinafter referred to as the BIDDING INSTITUTION,

AND

[Name of the Local Organizing Committee], [address], hereinafter referred to as the LOC.

WHEREAS:

[CONTENT]

Keep the same content as the EOA, with minor modification of clauses C, D, E, F and G.

[SAMPLE]

NOW THEREFORE, in consideration of the respective covenants, agreements, representations, warranties and indemnities herein contained and other good and valuable consideration (the

²⁸ In the RFP, the rights holder must specify who can act as a Bid Committee (e.g. registered club, provincial sport organization or other non-profit organization).

²⁹ In the RFP, the rights holder must specify who can act as a Bid Institution (e.g., venue owner, university, municipality, or para-municipal organization, such as a tourism office, sport commission, development agency and convention bureau). It is important to have an institution signing the EOA as the Bid Committee may be a temporary entity with no financial history.

receipt and sufficiency of which are acknowledged by each party hereto), the Parties agree as follows:

[CONTENT]

The text must include:

- That the LOC agrees to respect all the clauses outlined in the Event Organization Agreement (EOA), signed between the BIDDING COMMITTEE/INSTITUTION and the NSF;
- That the LOC agrees to respect all the clauses outlined in the RIGHTS HOLDER CONTRACT including all RIGHTS HOLDER RULES AND/OR REGULATIONS [list the documents];
- That the BIDDING COMMITTEE/INSTITUTION releases all the rights given by the NSF within the EOA to the LOC;
- That the BIDDING COMMITTEE/INSTITUTION releases all the rights given by the RIGHTS HOLDER within the RIGHTS HOLDER CONTRACT to the LOC;
- That, even after releasing the rights and the responsibility to the LOC from the EOA and RIGHTS HOLDER CONTRACT, both the Bidding Committee and the Bidding Institution(s) shall jointly be liable for all commitments made or agreements entered into by them, individually or collectively, in connection with the organization and staging of the EVENT, including any obligation within the EOA and the RIGHTS HOLDER CONTRACT;
- Clause 3.1.7 of the EOA;
- Any dispute resolution between the LOC and the BIDDING COMMITTEE/INSTITUTION (see Section 7 of the EOA);
- The terms of any applicable clause noted in section 10 of the EOA

[SAMPLE]

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be executed in two (2) original copies by their duly authorized representatives on the day, month, and year written below:

NSF [insert name of the NSF] _____

By: [insert name] _____

Title: [insert title/position] _____

Signatures _____

Date: [day] ____ / [month] ____ / [year] ____

Witness: [insert name] _____

Title: [insert title/position] _____

BIDDING COMMITTEE

Organization: [insert organization's name] _____

By: [insert name] _____ | Witness: [insert name] _____

Title: [insert title/position] _____ | Title: [insert title/position] _____

Signatures _____ | _____

Date: [day] ____ / [month] ____ / [year] ____

BIDDING INSTITUTION(S)

Organization: [insert institution's name] _____

By: [insert name] _____ | Witness: [insert name] _____

Title: [insert title/position] _____ | Title: [insert title/position] _____

Signatures _____ | _____

Date: [day] ____ / [month] ____ / [year] ____

LOCAL ORGANIZING COMMITTEE

By: [insert name] _____ | Witness: [insert name] _____

Title: [insert title/position] _____ | Title: [insert title/position] _____

Signatures _____ | _____

Date: [day] ____ / [month] ____ / [year] ____