

# 2009 CANADA GAMES HOSTING AGREEMENT



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**HOSTING AGREEMENT  
FOR THE 2009 CANADA GAMES**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

BETWEEN

**THE CANADA GAMES COUNCIL, as represented by the Chairman and President/CEO**  
(hereinafter called "The Council")

and

**THE PRINCE EDWARD ISLAND 2009 CANADA GAMES HOST SOCIETY INC./ SOCIÉTÉ  
HÔTESSE DES JEUX DU CANADA DE 2009 DE L'ÎLE-DU-PRINCE-ÉDOUARD INC., as  
represented by the President and CEO Revenue Sources**  
(hereinafter called "The Host Society")



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#### WHEREAS:

- A. The 2009 Canada Games Bid Committee has submitted a Bid to the Council for hosting a province-wide 2009 Canada Games, the Council has accepted the Bid and identified a number of issues to be addressed, the Government of Canada has confirmed funding levels from Sport Canada, and the Government of Prince Edward Island has confirmed its funding levels and also confirmed that it is guaranteeing any financial shortfall of the Games should that occur;
- B. The 2009 Canada Games will be held from August 15 to 29, 2009;
- C. A society has been incorporated under the name Prince Edward Island 2009 Canada Games Host Society Inc./ / Société Hôtesse des Jeux du Canada de 2009 de l'île-du-Prince-Édouard Inc., for the purpose of organizing, managing, promoting and staging the Games and the Council is committed to working closely with the society to ensure that the standards and the integrity of the Canada Games are upheld in all areas of operations;
- D. Consistent with the 1997 Clear Lake Resolution, a Hosting Agreement dealing with selected operational and bilateral issues relating to the staging of the 2009 Canada Games and the fulfillment of the Bid is to be entered into between the Host Society and the Council;
- E. The Host Society and the Council intend to enter into a Multi-Party Agreement with Canada and The Province dealing with funding and other multi-lateral issues relating to the 2009 Canada Games, to complement this Hosting Agreement; and
- F. The Council has determined the program of sports for the 2009 Canada Games, as listed in Appendix A, and accepts that the Host Society has prepared its plans and budgets assuming that 4,400 participants, including artists, will attend the 2009 Canada Games:

Therefore this Agreement, executed by the Host Society and the Council, confirms that in consideration of the covenants and provisions herein contained, the Parties agree as follows:



## DEFINITIONS

- (a) **“Agreement”** refers to this Hosting Agreement between the Parties (**Entente**);
- (b) **“Canada”** means the Government of Canada (**“Canada”**);
- (c) **“Canada Games Movement”** comprises Canada’s largest multi-sport competition for young athletes, the Canada Games, and between Games programs that build value in the Canada Games’ property by inspiring dreams in Canada’s youth to participate in sport and physical activity and build champions by providing the programs, tools and support young athletes need to succeed at higher levels (**mouvement des Jeux du Canada**);
- (d) **“Council”** means the Canada Games Council, the Franchise Holder for the Canada Games (**Conseil**);
- (e) **“Games”** means the Canada Games to be held on a province-wide basis in PEI between August 15 and 29, 2009 and includes:
- a. all sport competitions;
  - b. opening, closing, awards and other official ceremonies of the Canada Games; and
  - c. all cultural programs and related events arranged and/or sanctioned by the Host Society (**Jeux**);
- (f) **“Graphics Standards Manual”** means the guide created by the Council to help protect the visual identity and brand of the Canada Games, including logo, trademarks and pictograms (**manual des normes en matière de graphisme**);
- (g) **“Medical and Paramedical Personnel”** means professionally trained doctors, nurses, dentists, physiotherapists, athletic therapists and other health personnel (**Équipe médicale et paramédicale**);
- (h) **“Mission Staff”** means those individuals identified by the respective provincial/territorial authority who plan, organize and manage the participation of the athletes, coaches and managers from those teams (**personnel de mission**);
- (i) **“Multi-Party Agreement”** means the agreement to be entered into by Canada, The Province, the Council and the Host Society (**entente multipartite**);
- (j) **“National Sport Organization”** means the national governing body responsible for a sport on the 2009 Canada Games program (**organization nationale du sport**);
- (k) **“Participants”** means athletes, coaches, managers and artists (**participants**);
- (l) **“Parties”** means jointly the Council and the Host Society (**parties**);
- (m) **“Party”** means severally, as the context requires, the Council, and the Host Society (**partie**);
- (n) **“PEI”** means the geographical area known as the province of Prince Edward Island (**ÎPE**);



- (o) **“Sport Information Officers”** means the individuals appointed by each National Sport Organization to provide sport-specific information to the media (**agents d’information du sport**);
- (p) **“Technical Packages”** means the numbers and eligibility requirements of each sport's athletes, coaches and managers participating in the Games, sport technical rules, equipment, scheduling and scoring and ranking, as developed by National Sport Organizations under the guidance, direction and approval of the Council (**devis techniques**);
- (q) **“Technical Officials”** means the referees, judges, umpires and other trained personnel appointed by each National Sport Organization for the sport competitions (**officiels techniques**);
- (r) **“Technical Representative”** refers to the individual appointed by each National Sport Organization whose role will be to act as an advisor to the Host Society (**représentant technique**);
- (s) **“The Province”** means the Government of Prince Edward Island (**le province**);
- (t) **“Value-in-kind”**, also known as **“VIK”**, means the contribution of goods or services instead of cash to offset expenses (**contribution en nature**);
- (u) **“Venues”** means any land, buildings or facilities constructed or upgraded used by the Host Society for the purpose of operating and hosting the Games, excluding the Host Society's office and warehouse space (**sites**); and
- (v) **“1997 Clear Lake Resolution”** means the resolution adopted at Clear Lake, Manitoba on August 8, 1997 on behalf of the 1997 Conference of the Federal-Provincial/Territorial Ministers Responsible for Sport, Fitness and Recreation regarding the Canada Games (**Résolution de Clear Lake, 1997**).

## RIGHT TO HOST THE 2009 CANADA GAMES

### 1. Right to Host

- 1.1 This Agreement witnesses that the Host Society has obtained the right to host the 2009 Canada Games, and the Host Society and the Council agree to work with each other to prepare for and stage a successful 2009 Canada Games and will attempt to resolve all matters defined in this agreement in a collegial and collaborative manner.
- 1.2 The program of sports determined by the Council, for males and for females, will be as listed in Appendix A.
- 1.3 The Host Society accepts the responsibility to address the issues raised in the Council's August 19, 2005 letter awarding the Games, attached as Appendix B, in consultation with the Council. For greater certainty it is understood that most or all of the issues can be resolved in the manner described in the August 19, 2005 letter, but there may be a few



issues where significant actions or events beyond the control of the Parties, or significant budgetary or logistical problems, create a need for other solutions to be determined by the Host Society working closely with the Council.

## RIGHTS AND PROPERTIES

### **2. Transfer of Rights and Properties and Related Obligations**

**2.1** The Council hereby transfers the following rights to the Host Society pertaining to all sport competitions, opening and closing ceremonies, other official ceremonies, and all cultural programs and related events arranged or sanctioned by the Host Society:

- (a)** The rights associated with the Canada Games brand, including:
  - (i)** the right to use of the Canada Games logo and sport pictograms in accordance with the Council's Graphics Standards Manual (the May 2007 version is attached as Appendix C and any changes will be negotiated with the Host Society), including the right and obligation to develop a 2009 Canada Games logo which incorporates the Canada Games logo;
  - (ii)** the right to use the words "Canada Games", "Canada Summer Games", "Dreams and Champions" and "Inspiring Dreams and Building Champions", and the equivalent words in the French language; and
  - (iii)** the right to use the Canada games trademarks as set out in a licensing agreement attached as Appendix D;
- (b)** The rights and obligations associated with hosting the Canada Games, including:
  - (i)** the Host Society must integrate the Council's national sponsor program and solicit sponsors while respecting any category exclusions resulting from national and multi-year partnerships in place at the time that Games were awarded; after the award of the Games, the Host Society will continue to work in collaboration with the Council in development of national multi-year partners;
  - (ii)** The Host Society must develop rights and benefits packages for local, regional and national sponsors in collaboration with the Council;
  - (iii)** the right to use of the Council's project management license for monitoring Games planning and preparations;
  - (iv)** the right and the obligation to develop a 2009 Canada Games website to be linked with the Canada Games website and URL address;
  - (v)** the right and the obligation to conduct opening and closing and medal ceremonies in accordance with standard protocols established by the Council, working closely with the Council;



- (vi) the right and the obligation to develop medal designs, subject to approval by the Council;
  - (vii) the right and the obligation to conduct arts and cultural programs whose scope, themes and structure are to be determined by the Host Society, and which are to include the National Artist Program to be delivered in accordance with technical package established by the Council;
  - (viii) the right and the obligation to use of the Canada Games Flag, Canada Games Cauldron and the Roly McLenehan Torch;
  - (ix) the right and the obligation to use of the Canada Games song “Look Out World” for ceremonies; and
  - (x) the right and the obligation to use of Canada Games awards, including the Centennial Cup, Jack Pelech and Claude Hardy Awards, and any and all other Canada Games or Canada Games Movement awards; and
- (c) with respect to the Canada Games Council Dreams and Champions programs:
- (i) the right and the obligation to use of the Canada Games Days “Catch The Spirit” School Resource for educational and community outreach projects; and
  - (ii) the right to use of the Canada Games FAST Track Athlete Grant for any and all community outreach and fundraising initiatives.

### **3. Rights and Properties Retained by the Council**

- 3.1** The Council will coordinate with the Host Society the approach to creating and selling sponsor packages at the local, regional and national level regarding packages unique to the 2009 Canada Games or involving multiple Games and in between Games activities and events, with a primary focus on national level sponsors.
- 3.2** The Council and the Host Society will work jointly on exercising the Council’s national television (broadcast), publication, radio and new media rights, including determining the media access guidelines in consultation with the Host Society and TV partners, and the Council and the Host Society will both be a signatory to all contracts in this regard.
- 3.3** The Council will retain the following other rights and properties related to the conduct of the 2009 Canada Games, and work with all the Parties in a collegial and collaborative manner, with respect to:
- (i) designation of “Official Travel Supplier” and “Official Air Carrier”, related contracts for multiple Games, including related sponsorship benefits, and contribution of an appropriate share of sponsorship revenues and value in kind to the Host Society;
  - (ii) the exclusive rights to market to Canada Games alumni, including alumni participants and alumni volunteers, and will consult with the Host Society to determine an appropriate sharing of revenues from merchandising programs;



- (iii) making regulations regarding the size and location of advertising on team competitive uniforms, team walkout uniforms, competitors' equipment and Games Technical Officials competition attire;
- (iv) a shared right with provincial and territorial partners to solicit proposals for corporate identification on uniforms (team uniforms are the property of provincial/territorial governments); and
- (v) the Host Society acknowledges the exclusive right of the Council to develop merchandising and licensing programs; the Host Society cannot license any products, material or intellectual property to a third party without Council approval, except as provided in the Multi-Party Agreement.

3.4 The Council will retain all rights and properties associated with Dreams and Champions Programs including the Canada Games Days "Catch the Spirit" Resource, the Canada Games FAST Track Athlete Grant and the Canada Games Caravan.

#### 4. **Rights and Properties – Trademarks**

4.1 The Parties acknowledge that Canada has licensed trademarked rights and properties pertaining to the Canada Games, registered pursuant to Section 9 of the Trademarks Act, and transferred them to the Council per a License Agreement that is included in the 1997 Clear Lake Resolution, and the Council has also registered, pursuant to Section 9 of the Trademarks Act, certain other trademarked rights and properties.

4.2 The Parties agree that a sub-license of trademarked rights and properties to the Host Society will be in their mutual interest and have entered into a License Agreement which can be found at Appendix D.

#### 5. **Rights and Properties – General**

5.1 Nothing in this Agreement prevents the Council from continuing to use all Canada Games rights and properties for the betterment of the Canada Games Movement, provided that the Council consults with the Host Society and does not contradict any existing contractual agreement between the Host Society and the Council or the Host Society and any of its contractual partners.

5.2 On an on-going basis, the Council will share all its information and knowledge and engage the Host Society on such other marketing, sponsorship and licensing rights that the Council may be exploring and negotiating for the mutual benefit of the Canada Games Movement and Host Society.

5.3 In the event that the Council wishes to make changes to the allocation of rights and properties, or its regulations regarding uniforms and equipment, between the time of the initiation of the bid process and the actual staging of the Games, it will negotiate such changes with the Host Society.

5.4 The Council and the Host Society will develop and execute marketing and communications plans with appropriate sensitivity to the young age of Canada Games athletes when entering into partnerships with or offering any rights to sponsors.



**5.5** The Council and the Host Society will collaborate on a Request for Proposals (RFP) for licensing of a new computer system for accreditation and registration of all provincial and territorial teams (athletes, officials, volunteers, mission staff, VIPs, etc.), with the Host Society for the 2011 Canada Games represented throughout the process, and appropriate sharing of costs between the Host Societies for the 2009 and 2011 Canada Games to be determined collaboratively when the proposals are analyzed.

**5.6** The Council and the Host Society will collaborate on the gathering and sharing of data for the Canada Games Alumni Database (athletes, coaches, officials and volunteers) in accordance with applicable Federal, Provincial and Territorial Privacy legislation.

## **6. Rights Fee**

**6.1** As per the bid requirements, the Host Society agrees to pay the Council a Rights Fee of two hundred thousand dollars (\$200,000).

**6.2** In addition to granting the Host Society the right to host the 2009 Canada Games and meeting its responsibilities as described in the 1997 Clear Lake Resolution, the Council agrees to provide to the Host Society:

- (a)** the transfer of Rights and Properties as described in section 2;
- (b)** best efforts on the Council's Transfer of Knowledge Program, to the extent that resources permit, comprised of documents, products, services and advice delivered on a phased basis per the normal life cycle of Canada Games, which will include but not be limited to sharing its knowledge of the experience of prior Canada Games;
- (c)** a leadership role on defining the following sport technical elements of the Games, including best efforts to obtain timely responses from National Sport Organizations to Host Society concerns, where applicable:
  - (i)** Sport selection;
  - (ii)** National Sport Organization (NSO) relations;
  - (iii)** identification of NSO Technical Representatives, Technical Officials and Sport Information Officers;
  - (iv)** development and approval of Sport specific Technical Packages;
  - (v)** development and approval of Sport Venue requirements;
  - (vi)** Sport scheduling; and
  - (vii)** Sports results;



- (d) a leadership role in national marketing and communications including: national branding, national sponsorship, national communications, national broadcasting; and a share of revenues from national sponsorships sold by the Council as per a bilateral agreement to be negotiated between Council and the Host Society.

**6.3** The timing of payments in cash for the Rights Fee will be as follows:

- (a) \$20,000 is acknowledged as received as part of the Bid Package;
- (b) \$50,000 is payable by March 31, 2008;
- (c) \$50,000 is payable by September 30, 2008;
- (d) \$50,000 is payable by March 31, 2009; and
- (e) \$30,000 is payable by September 30, 2009.

**6.4** The Host Society may make proposals to the Council to substitute Value-in-Kind instead of cash for part or all of the last \$30,000 payment, and the Council may accept the Value-in-Kind instead of cash where the Council and the Host Society agree that it is mutually beneficial to do so.

## **FINANCING THE GAMES**

### **7. Non-Governmental Revenues**

**7.1** The Host Society agrees to develop plans to secure the following sources of non-governmental revenues to complement the funding provided by Government of Canada and by The Province:

- (a) local, regional and national corporate sponsorships specific to the Games, pursuant to the rights and properties transferred to the Host Society per this Agreement and the Trademarks Licencing Agreement;
- (b) an appropriate share of national sponsorships negotiated by the Council on a multi-Games and/or in between Games basis;
- (c) contributions from organizations and individuals;
- (d) ticket sales;
- (e) licensing & merchandising;
- (f) sale of assets after the Games;
- (g) interest; and
- (h) other.



- 7.2** Council will monitor the achievement of targets for non-government revenues through its participation on the Host Society Board of Management and Board of Directors.

## OPERATIONS

### **8. Broadcasting**

- 8.1** The Council will negotiate contracts for broadcasting of all Canada Games in both official languages through conventional, specialty and internet broadcasters, through its national broadcast strategy while keeping the Host Society fully involved at all steps in the process; with the Host Society being a signatory to all agreements and contracts related to broadcasting. The Host Society will meet the obligations as identified in the terms of these agreements and contracts.
- 8.2** The Parties acknowledge that the \$33,005,000 budget submitted per the Bid did not include any funding for national broadcasting, and will work collaboratively to identify the need and seek appropriate sources of funding.
- 8.3** The Host Society must organize a minimum of one broadcaster site visit not later than six months prior to the Games at a time when all of the venues are able to be viewed. The broadcaster will pay for travel and accommodation costs, and the Host Society will be responsible for local transportation and meeting costs.

### **9. Marketing and Communications**

- 9.1** The Host Society will develop and execute an integrated marketing and communications plan in order to raise awareness and profile of the Canada Games to extend sponsorship recognition opportunities and to merge with Council's marketing and communications initiatives. For the 2009 Canada Games in addition to the broadcasting as per Section 8, this is to be achieved by the following:
- (a)** consistent and proper use of the Canada Games Brand (i.e. Logo);
  - (b)** appropriate consideration of target audiences at the national, regional and local levels, including Canada Games athletes, the public, existing and potential sponsors and Friends of the Games, volunteers, the media and government partners;
  - (c)** promotion of the Dreams and Champions programs including use of the Canada Games Days Catch the Spirit Resource; and
  - (d)** any and all traditional and non traditional marketing and communications vehicles.
- 9.2** The Host Society will respect the provisions of the Council's Commercialization policy, attached as Appendix E, as they relate to venue signage, alcohol and tobacco advertising, uniform and equipment markings, based on Council's commitment that any changes to the policy between the date of this agreement and the 2009 Canada Games will be negotiated in good faith taking into account the impact on the Host Society.



## **10. Merchandising Services**

- 10.1** Further to the Council's exclusive rights to develop merchandising and licensing programs, the Council and the Host Society will collaborate on a Request for Proposal (RFP) related to merchandising services and licensing of Games-related products for PEI and nationally, will jointly evaluate the proposals, will select one or more proposals that provide an appropriate balance between the interests of the Host Society and the Council, and will both sign any related agreements or contracts.

## **11. Host Society Organization Structure and By-Laws**

- 11.1** The Parties acknowledge that the Council has approved the overall organizational structure of the Host Society.
- 11.2** The Parties acknowledge that the Host Society has submitted copies of its Articles of Incorporation and By-Laws to the Council.

## **12. Out-of-Province Travel**

- 12.1** As described in the Multi-Party Agreement, arranging and paying for out-of province travel of provincial and territorial teams excluding PEI (the host province) and of other participants, Mission Staff, Technical Officials, Medical and Paramedical personnel, Technical Representatives and Sport Information Officers, to and from PEI, is the responsibility of the Council, subject to a bilateral agreement between the Council and Canada specifying terms and conditions related to these costs being funded by the Federal Government.
- 12.2** The Council will specify central terminals in each province/territory (with the exception of the host province) from which participants will depart and to which they will return.
- 12.3** Regarding the out-of-province people needing transportation to and from PEI:
- (a)** the number of participants (athletes, coaches, managers and artists) will be in accordance with the Technical Packages approved by the Council;
  - (b)** the cost of return travel of up to six out-of-province Mission Staff per province/territory will be reimbursed by Canada, whereas the cost of travel of any Mission Staff over six per province/territory is the responsibility of the applicable province/territory;
  - (c)** out-of-province Technical Officials and Sport Information Officers are to be selected by the respective National Sport Organization, within the number of officials for each sport, as approved by the Council; the costs for return travel will be borne by the Council; and
  - (d)** out-of-province Medical and Paramedical Personnel are to be selected by and approved by the Council in consultation with the Host Society; the costs for return travel will be borne by the Council.
- 12.4** Except as provided in section 12.5, the Council will advise each participating National Sport Organization that it must pay for travel to and from PEI for one visit for one person



prior to the 2009 Canada Games related to facility and venue requirements and other sport-specific matters. If more than one trip is required for pre-Games preparatory purposes for any Technical Representative residing outside of PEI, the cost of out-of-province travel for those trips will be borne by the Host Society. For administrative convenience the first Host Society funded travel will apply to the Technical Representatives Conference held approximately two years in advance of the Games.

- 12.5** For volleyball, soccer and wrestling, the Host Society will bear the cost of travel for two Technical Representatives respectively; in the first case one is for beach volleyball and one for indoor volleyball, and in the case of soccer and wrestling, one is for male and one is for female if they are in different weeks.
- 12.6** The Host Society acknowledges that it has received and reviewed a copy of the Services Agreement, dated March 31, 2005, between the Council and MKI Travel And Conference Management Inc. ("MKI") whereby MKI became the supplier of Transportation Services and the Official Travel Supplier for the 2009 Canada Games, and accepts the responsibilities assigned to the Host Society as if it had been a signatory to that agreement.
- 12.7** The Host Society and Council will cooperate fully with MKI in relation to all detailed scheduling and logistical issues associated with out-of-province travel for participants in the 2009 Canada Games and related baggage and equipment.
- 12.8** The Host Society agrees to provide MKI the following benefits in its role as the Official Travel Services Supplier to the 2009 Canada Games, complementing its Official Supplier status for the Council and Council's Dreams and Champions Programs:
- (a)** the exclusive right to market participants' travel to and from the Games as the "Official Travel Supplier";
  - (b)** within the Host Society's category of Official Supplier, the exclusive right to sponsor recognition and use of the official marks of the 2009 Canada Games for marketing purposes as Travel Supplier;
  - (c)** up to five VIP accreditations with appropriate access privileges;
  - (d)** up to 20 tickets for the 2009 Canada Games Opening and Closing Ceremonies, plus access to purchase tickets to all other events;
  - (e)** access to hospitality venues for the purpose of constructing personalized Games travel packages;
  - (f)** the right to have Web links to the Society's web site, subject to Host Society control of technical issues and location on the web site;
  - (g)** the right to advertising in documents comparable to the Games Program, equivalent to rights accorded to other sponsors in the two hundred thousand dollar range, on the understanding that MKI will produce and pay for the production of the ad and provide it in a format acceptable to the Host Society; and



- (h) banner signage for both the televised Opening and Closing Ceremonies (panning view), on the understanding that MKI will provide the appropriate signage upon receiving specifications from the Host Society and costs for development and production of the signage will be paid by MKI.

**12.9** To enable the Host Society to carry out its obligations and duties under the Travel Services Agreement as referenced in section 12.8, the Council agrees to share the sponsorship revenue from MKI by paying the Host Society the sum of one hundred thousand dollars (\$100,000.00), as follows:

- (a) seventy-five thousand dollars (\$75,000.00) will be paid in cash after the completion of the Games;
- (b) twenty-five thousand dollars (\$25,000.00) will be paid as value-in-kind, to be drawn down as required, effective immediately; and
- (c) any unused portion of the travel value-in-kind may be returned to the Council as an offset to the final payment owed to the Council by the Host Society for the Rights Fee.

### **13 Meals and Accommodation**

**13.1** The Host Society will provide accommodation for all NSO Technical Representatives, Technical Officials, Medical and Paramedical Personnel and Sport Information Officers during the Games; the costs will be borne by the Host Society as part of its operating budget. NSO Technical Representatives, Technical Officials, Medical and Paramedical Personnel and Sport Information Officers require double occupancy accommodation. The Host Society will collaborate with the Council to inspect potential accommodation and ensure that the standards of the rooms are reasonable.

**13.2** The Host Society will provide either meals, or a meal allowance of \$45 per diem, for all NSO Technical Representatives, Technical Officials, Medical and Paramedical Personnel and Sport Information Officers during the Games. The Host Society will work with the Council to develop plans which reflect the locations of venues, the sports schedules, and location of their accommodation.

**13.3** The Host Society will pay each provincial/territorial team a cash per diem in lieu of providing accommodation and meals for team Mission Staff. The amount will be \$5,490 per province/territory (\$61 per day for 15 days for 6 Mission Staff). The Host Society may instead provide in-kind services of equivalent value to each province and territory, subject to the approval of the Council.

### **14. Medical and Paramedical**

**14.1** The Host Society will provide appropriate medical and paramedical services, including preventive care, acute care and rehabilitation and referral to appropriate specialists (if required), for all Games participants, and in addition, appropriate emergency medical care for spectators.

**14.2** The costs related to the Games medical services will be borne by the Host Society out of its operating budget.



- 14.3** All plans, including staffing plans, relating to the medical and paramedical services will be approved by the Council before implementation, it being understood that such approval will not to be unreasonably withheld.
- 14.4** In the event that the Host Society's Chief Medical Officer (CMO) and the Council jointly determine that there are not sufficient qualified Medical and Paramedical Personnel available within PEI, the Council (with the advice of the Host Society's CMO) will select additional personnel from outside PEI to work within the Host Society's medical services committee under the direction of the CMO. Selection of additional personnel will take into account the need for an appropriate mix of men and women, and of English-speaking and French-speaking personnel.

## **WINDING UP**

### **15. Winding Up**

- 15.1** The Host Society will be wound-up within one year after completion of the 2009 Canada Games after disposing of all its real and personal property, meeting all its legal obligations and paying off all its debts. In the event that there are valid reasons why the one-year target cannot be met, the Host Society will work with the Council to resolve outstanding issues within a reasonable timeframe.
- 15.2** The Host Society and the Council will review applicable provincial legislation and regulations and consult with the Province to establish a plan for the distribution of the Host Society's records when it winds up, recognizing the importance of the Council's Transfer of Knowledge program.

### **16. Reports**

- 16.1** The Host Society will provide progress reports at the meetings of the Board of Directors of the Council.
- 16.2** After the Games, the Host Society will produce a Final Report in hard copy and electronically to serve as a historical record and to celebrate the 2009 Canada Games; the Host Society will consult with the Council regarding the scope of the contents and the approach. Copies are to be given to the Canada and The Province, and to sponsors in accordance with their defined benefits, with appropriate consideration for providing copies to volunteers, other participants, and the public.
- 16.3** The Host Society will participate in the delivery of the Council's transfer of knowledge program by providing extensive details on the management of the Games to the Council and the Host Societies for the 2011 and 2013 Canada Games; the Host Society will consult with the Council regarding the level of detail for project management data and the form of the reporting.
- 16.4** The Host Society will conduct a post-Games economic impact study relating to the hosting of the Games and will consult with the Council to ensure that the methodology enables a fair and sound comparison to other Games.



- 16.6** The Host Society will co-operate with and facilitate evaluation and/or performance measurement activities related to the Games which may be conducted by a Funding Party or the Council; reports will be made available at the discretion of the applicable Funding Party as part of the Legacy of the Games. In the event that the burden on the Host Society becomes excessive, the Council will work with the Host Society to use its influence to reduce the burden if possible.

## **IMPLEMENTATION OF AGREEMENT**

### **17 Dispute Resolution**

- 17.1** The Parties will, acting reasonably and diligently, attempt to resolve all disputes arising out of or in connection with this Agreement, or in respect of any legal relationships associated with it or from it, by mediated negotiation with the assistance of a neutral person appointed by an Arbitration Centre to be agreed to by the Parties, administered under its Mediation Rules. The mediation will be held in an appropriate location in PEI.
- 17.2** Unresolved disputes may, on consent of the Parties to a dispute, be submitted to binding arbitration in accordance with the terms of an arbitration agreement between those Parties.

## **GENERAL PROVISIONS**

### **18. Waiver**

- 18.1** No waiver by a Party of any default under this Agreement will be valid unless given to the other Parties in writing. No waiver by a Party of any default hereunder will operate as a waiver of any other default, whether of a like or different character.

### **19. Entire Agreement**

- 19.1** With the exception of the Multi-Party Agreement, this Agreement, including the Appendices, and any amendments to them constitute the entire agreement among the Parties with respect to the subject matter addressed herein. This Agreement takes precedence over, cancels, and replaces any other agreement, undertaking, contract, quasi-contract or obligation that may have been concluded or may exist among the Parties with respect to the issues addressed herein.
- 19.2** In the event of any inconsistencies between this Agreement and other agreements entered into pursuant to this Agreement, this Agreement prevails between the Parties to the extent of the inconsistency, except for the Multi-Party Agreement which takes precedence over this Agreement.



## **20. Notice**

**20.1** Any confirmation, report, notice, consent, approval, instruction, authorization, direction, waiver, statement or other document that a Party may be required or may desire to give or deliver to another Party will be in writing, effective, and deemed received by the Party:

- (a) if delivered personally, on the date of delivery;
- (b) if mailed, on the third business day after mailing;
- (c) if transmitted by facsimile transmission, on the date the transmission is confirmed received through the transmission report; and
- (d) if sent by electronic mail, then when capable of being retrieved by the Party,

at the address set out for that Party in Appendix F or at such other address or addresses as a Party may, from time to time, notify the other Parties in writing.

## **21. Amendments**

**21.1** This Agreement may only be amended by written agreement of the Parties. To be valid, any amendment to this Agreement will be in writing and will be signed by the Parties hereto or by their duly authorized representatives, while this Agreement is in effect.

## **22. Execution**

**22.1** The Parties represent and warrant to each other that they have respectively taken all legally required action, corporate or otherwise, to enter into this Agreement and to authorize their officers and officials to execute this Agreement.

## **23. Interpretation**

**23.1** This Agreement will be governed by, and construed in accordance with the laws in force in the Province of PEI.

## **24. Confidentiality**

**24.1** All information obtained during the course of this Agreement is confidential and of a nature whose disclosure would interfere with the Parties ability to plan, organize, stage and finance the Games, and as such the Parties will not, save as may be required by law, disclose such information without the prior consent of the concerned Party.

## **25. Agreement not a Partnership**

**25.1** Except as expressly set out in this Agreement, this Agreement will not be construed to place the Parties in the relationship of agents and principal, master and servant, settlor and trustee, partners or joint venturers, and no Party will have the right to obligate or bind any other Party in any manner.

**25.2** It is acknowledged that the Host Society is not an agent of the Council and the Council is not an agent of the Host Society.



**25.3** A Party will not, unless otherwise agreed to in writing by other applicable Party, hold itself out as an agent of that Party, nor purport to enter into contracts on behalf of that Party.

**25.4** Unless otherwise agreed to by the applicable other Party, the Host Society will ensure that all agreements it will enter into in respect of this Agreement will contain a provision indicating that the Host Society is not an agent of Canada, the Province, or the Council.

**26. Severability**

**26.1** If any provision of this Agreement is determined to be invalid or unenforceable by an arbitrator or a court of competent jurisdiction from which no further appeal lies or is taken, that provision will be deemed to be severed herefrom and the remaining provisions of this Agreement will not be affected thereby and will remain valid and enforceable; provided that in the event that any portion of this Agreement will have been so determined to be or become invalid or unenforceable (the "offending portion"), the Parties will negotiate in good faith such changes to this Agreement as will best preserve for the Parties the benefits and obligations of such offending portion.

**27. Termination**

**27.1** This Agreement will terminate on the later of September 30, 2010, or the completion of all obligations of the Parties under this Agreement, unless otherwise agreed by all the Parties.

**28. Counterparts**

**28.1** This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other Parties.



IN WITNESS WHEREOF the Parties have executed this Agreement on the day first above written.

**SIGNED ON BEHALF OF THE CANADA GAMES COUNCIL**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
President-CEO

\_\_\_\_\_  
Witness Date

**SIGNED ON BEHALF OF THE PRINCE EDWARD ISLAND 2009 CANADA GAMES HOST SOCIETY INC / SOCIÉTÉ HÔTESSE DES JEUX DU CANADA DE 2009 DE L'ÎLE-DU-PRINCE-ÉDOUARD INC.:**

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
CEO Revenue Sources

\_\_\_\_\_  
Witness Date



**APPENDIX A****LIST OF SPORTS FOR THE 2009 CANADA GAMES**

<b><u>SPORT</u></b>	<b><u>MALE</u></b>	<b><u>FEMALE</u></b>
Athletics	X	X
Baseball	X	
Basketball	X	X
Canoeing	X	X
Cycling	X	X
Diving	X	X
Golf	X	X
Rowing	X	X
Sailing	X	X
Rugby (male)	X	
Soccer	X	X
Softball (female)		X
Swimming	X	X
Tennis	X	X
Triathlon	X	X
Volleyball	X	X
Wrestling	X	X

