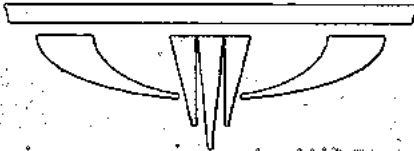


DURBAN2022

XXXII COMMONWEALTH GAMES
CANDIDATE CITY



Ready to inspire

Durban Commonwealth Games
Report

eThekweni Municipality

Dated: 04 November 2015

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COMMONWEALTH GAMES 2022 REPORT

1. Introduction

This report summarises the processes followed for the 2022 Commonwealth Games bid. It provides a detailed account of the road travelled from the City's intention to bid to the bid announcement. The report also identifies key issues identified by the Commonwealth Games Federation needing to be addressed post bid announcement. Finally, issues that require Council attention are also identified

2. Background

In November 2014 Sport and Recreation South Africa (SRSA) requested Cabinet's approval for the City of Durban, eThekweni Municipality, to host the 2022 Commonwealth Games. National Cabinet issued a resolution to endorse the intention by the City to bid to host the Commonwealth Games in 2022. Following the National Cabinet approval, eThekweni Municipality resolved to support the hosting of the 2022 Commonwealth Games in Durban. Council mandated the Mayor to engage with both Provincial and National leadership as well as relevant Ministries to ensure that the bidding process was accelerated.

The engagements did take place led by Sport & Recreation South Africa and National Treasury. Business plans, the proposed budget and funding model were discussed. In essence this meant that before 2 September 2015 which was the date of announcement for the 2022 games host City, the matter should have returned to Cabinet for consideration of the business plans and funding model. This resulted in the establishment of the Bid Committee, constituted by Sport and Recreation South Africa, SASCOC, the KwaZulu Natal Provincial Government and eThekweni Municipality. EThekweni Municipality representatives were Dr. Musa Gumede, Tozi Mthethwa and Vusi Mazibuko.

3. The Durban Bid

The bidding phase for Commonwealth Games 2022 commenced back in July 2014. The City was the only candidate to host the Commonwealth Games in 2022. This came as a result of withdrawal by Edmonton City, Canada in February 2015, seven months after expressing its candidacy at Glasgow in July 2014. Edmonton hosted the Commonwealth Games back in 1978 and judging from the balance of forces it stood very little chance of swaying the global voting block in its favour. It therefore came as no surprise when it withdrew just a week before lodgement of bid documents in March 2015.

4. Commonwealth Games

The Commonwealth Games are indeed a unique, world class, multi-code event and as with the hosting of the *2010 FIFA World Cup*, there is increasing international consideration and appetite for the hosting of the Commonwealth Games in Africa. Globally, sport has gained the attention of countries as a key contributor to several priorities of Government. Due consideration was given to, amongst others, the Government's Programme of Action and the objectives of the National Development Plan as well as Integrated Development Plan of eThekweni Municipality.

Participation in the games would amongst other things contribute to Outcome 14 in terms of National Government priorities by promoting social cohesion and national pride through the athletes from Team South Africa serving as ambassadors of our country and inspiring the youth and children. World leaders increasingly acknowledge that sport touches every aspect of a nation's ethos. Participation and victories by Team South Africa / South African athletes in such events will assist in positioning the country in the global mind set as a winning nation and a leading sport tourism destination in support of the New Growth Path framework that identifies tourism and the green economy as significant job drivers.

The African continent has never played host to the Commonwealth Games since the first ever Games that were held in 1930 in Hamilton, Canada. The

City of Durban is more than ready, more than capable and more than determined to deliver World Class Commonwealth Games. Hence the slogan **#READY TO INSPIRE**. This readiness was clearly articulated in the Durban bid document (**Attached – Annexure 1**)

With 71 countries in the Commonwealth Games, there will be a significant impact on the tourism industry in the 7 years leading to the Games. This is due to many of these countries visiting South Africa in the years preceding the event for acclimatization reasons and to secure training facilities in South Africa.

The benefits that the hosting of the Commonwealth Games will bring to Africa in particular, and South Africa specifically, are immense. To illustrate this picture, following figures from the Commonwealth Games 2014 that were held in Glasgow as shared by the Glasgow 2014 LOC are:

- *200million Pounds of tier 1 Games-related contracts won by Glasgow companies*
- *14 800 attendances at coaches courses since 2009*
- *400 bikes for hire at 31 locations through Mass Cycle Hire Scheme*
- *88% Glaswegians believe games are positively impacting city*
- *145 million Pounds of conferences and events secured due to host city status*
- *97 000m square meters of contaminated soil treated and reused at Athletes' village*
- *198 million Pounds invested in new/improved sports facilities since 2009*
- *16 minutes cut from journey times between Hamilton and Glasgow airport due to the M74 completion*
- *1500 Host City Volunteers welcoming visitors to sport and cultural venues*
- *12000+ pupils from 160 schools participated in Health World learning project*
- *3000+ Commonwealth Apprentices employed to date*
- *700+ million Pounds invested in Games-related transport infrastructure in city*
- *12km+ of cycle connected Games-related development have been upgraded or extended*

5. The Durban Rational

There is an opportunity for the delivery of compact Games. At least 80% of the Sports activities will take place within a 2.5km radius, incorporating the landmark Moses Mabhida stadium. There is no major sports infrastructure

that will take place, only overlays and rehabilitation. Hence no major capital expenses are envisaged. Durban has near perfect weather conditions during the dates of the Games (July 2022), the availability of suitable accommodation within and surrounding the Moses Mabhida Stadium and sporting precinct. Moses Mabhida Stadium has been designed in such a way that it can accommodate a 400m athletics track and the seating capacity can be adjusted to meet the requirements of an opening and or closing ceremony for the Games. The investment in the minor necessary upgrades of facilities within this precinct to meet the requirements of the Commonwealth Games will further strengthen the positive legacy of the precinct and the City to host future mega events such as the Olympic Games. The upgrades will further ensure sustainable work opportunities within the precinct and unlock the economic opportunities associated with hosting of mega events within the City and the region.

6. Intention to Bid

The official occasion for candidate Cities to declare intention to bid took place on 22 July 2014 in Glasgow. At that moment, Edmonton and Durban were the only two candidate Cities bidding for 2022 Games. Prior to that, there was however other Cities that had showed interest to bid. These cities were Hambantota, Sri Lanka; Christchurch, New Zealand; Cardiff, Wales and Birmingham, Bristol and London in England.

On 31 March 2014, the very last day for expression of interest to bid the City of Durban joined the race. As soon as this happened, the seven countries dropped down to just a two-horse race between Durban and Edmonton.

Durban's candidature was powerful, compelling, emotional and technically sound. The games have never been staged on the African continent and this was a major consideration by member states. The only other African country that had actually gone that far was Abuja, Nigeria which was up for a final vote against Glasgow back in 2007.

7. Observer Programme (Glasgow 2014)

In response to the invitation from the Commonwealth Games Federation, South Africa sent a delegation to Glasgow comprising representatives from:

SASCOC, Sport and Recreation South Africa, KwaZulu Natal Provincial Government and eThekweni Municipality.

Council approved participation of eThekweni Municipality in the Commonwealth Games Programme. eThekweni delegation was constituted by Councillors; Zandile Gumede, Bongile Mtshali, Patrick Pillay, and Zwakele Mcwango, officials Dr. Musa Gumede, Tozi Mthethwa, Bawinile Mtungwa, Sjabu Cebekhulu and Vusi Mazibuko.

The purpose of the programme was to learn through the experience of the Glasgow Commonwealth Games Organising Committee. Apart from observer programme, the stakeholders also participated in the SA Ekhaya programme hosted by SRSA for the period of Glasgow 2014 Games. The purpose of Ekhaya is to leverage on the Commonwealth Games as a platform to promote South Africa as a premier tourism, events and investment destination, as well as to showcase SA's heritage, cultural diversity and social cohesion.

As part of the lobbying agenda; the delegation hosted a variety of countries daily with an aim of building and strengthening relationships. Destination presentations were done; followed by local South African live band entertainment.

DATES	REGION	TIME	GUEST
25 Jul 2014	Africa	13:00-15:00	37
28 Jul 2014	Caribbean	13:00 – 15:00	34
29 Jul 2014	Oceania	13:00 – 15:00	33
30 Jul 2014	America	13:00 – 15:00	25
31 Jul 2014	Europe	13:00 – 15:00	39
01 Aug 2014	Asia	13:00 – 15:00	27

7.1 Meeting between Glasgow Council, eThekweni Councillors and Western Australia

~~eThekweni Councillors held a meeting with Glasgow City Council and a~~ delegation from the state of Western Australia, Gold Coast. Gold Coast is the next host of the Commonwealth Games 2018. They too were on an observer mission. Glasgow shared their experience and also narrated how they had prepared for hosting the games. The idea started in 2002, twelve years after the Manchester games; the Council engaged the Scottish government to contribute 80% funding whilst local government contributed 20% of the funding towards the £630m total games budget. The majority of the cost went towards security alone (£90). The games were able to generate about £100m through ticket sales and sponsorship.

The Bidding process kicked off with a local competition against Edinburgh which Glasgow won and they were then pitted in a two-year campaign against Abuja and Halifax.

Glasgow decided to bid in order to use the games as catalyst for regeneration of the city. The major projects they had to undertake included the construction of the athlete's village and the development and rehabilitation of different venues. The intention was to develop a legacy that will outlive the games. In order to achieve this they committed to completing all the developments a year ahead of the games so that communities will get an opportunity to utilise the facilities ahead of the games and therefore create a sense of ownership by the people. A Legacy document highlighting intentions to build a Greener City, promote healthy lifestyle, reduce carbon emissions, build community friendly infrastructure etc. was developed.

8. The Bid Committee

After this declaration of intention to bid, South Africa then came back to work on its Bid Book which was to be submitted in March 2014. The primary responsibility of the Bid Committee was to finalise the Durban's Bid Book. The

Bid Committee also served as a direct liaison with the Commonwealth Games Federation. At Council level a forum constituted by officials from different departments was established. Each theme as per the Candidate Manual was led and facilitated by the relevant official named theme champion.. The themes were:

Theme 1: Games Vision, Concept, Legacy

Theme 2: Public Authority Support and Games Governance

Theme 3: Sustainability, Environment and Meteorology

Theme 4: Finance and Marketing

Theme 5: Sport

Theme 6: Venues

Theme 7: Commonwealth Games Village

Theme 8: Medical and Doping

Theme 9: Safety and Security

Theme 10: Accommodation

Theme 11: Transport

Theme 12: Technology

Theme 13: Risk Assessment

9. The bid process

At national government level, Sport and Recreation South Africa (SRSA) led a series of consultations with the respective departments that had to issue guarantees or commitments as per the Bid Book. This was directed, particularly at those departments that were to play direct role during the games like cultural programmes (Opening and Closing ceremonies), Broadcast services, medical services, security services, roads, border control, games village, etc. Sport and Recreation also engaged with National Treasury which unequivocally indicated its position that before South Africa and the City of Durban could commit to host the 2022 Games, it was important to first get an exact sense of the financial commitment for hosting the 2022 games.

The period leading to November 2014 saw Sport and Recreation South Africa and National Treasury locked up in a series of bilateral engagements in preparation for the items to serve before Cabinet for endorsement. The consultative process included engagements with Provincial Government and eThekweni Municipality. On 4 November 2014, Sport and Recreation South Africa supported by National Treasury sought Cabinet approval for City of Durban's bid to host the Commonwealth Games in 2022.

It was within this context that cabinet issued a resolution (Resolution 7) whereby the Cabinet endorsed the intention by the City of Durban to bid to host the Commonwealth Games in 2022.

The Cabinet –

- a) *Endorsed the intention by the city of Durban to for the 2022 commonwealth games;*
- b) *mandated sport and recreation South Africa to liaise with the south African sport confederation and Olympic committee (SASCOC), the Kwa Zulu-Natal Province, the City of eThekweni and The Presidency to establish a Bid Committee to develop the bid proposal to host the Commonwealth Games; and*
- c) *Mandated the Department of Sport and Recreation and the National Treasury to consider the business plans and funding models of the Games and to revert to Cabinet prior to the final decision on the host city being made.*

10. Bid Lodgement

On 2 March 2015 at Mansion House in London, the Durban Bid Committee lodged the City's bid to host the 22nd edition of the Commonwealth Games due to take place in 2022. The Bid Committee was headed by Minister of Sport & Recreation SA, eThekweni Mayor and MEC for Arts, Culture, Sport & Recreation KZN, President of SASCOC as well as the Bid Committee Chairperson.

The fact that Durban was the only bid City didn't however make it a given confirmation to host the 2022 Games. The City still had to advance a

compelling and compliant bid to convince the Commonwealth Games Association (CGA) that it will indeed deliver world-class games.

11. Sports Programme

A 14-day programme is proposed, inclusive of the Opening Ceremony and thirteen days of competition. The Opening Ceremony is to be held on Monday 18 July 2022 (to coincide with the birthday of Nelson Mandela) and the Closing Ceremony on 30 July 2022. ;

Athletics	Netball
Aquatics-swimming	Ruby Sevens (M/W)
Badminton	Shooting
Beach Volleyball	Pistol
Boxing	Clay Target
Cycling	Small Bore
Mountain Biking	Squash
Road	Table Tennis
Time Trial	Triathlon
Hockey	Weightlifting
Judo	Wrestling
Lawn bowls	

Para-sport events are:

Para Swimming	Para Lawn Bowls
Para Athletics	Para Table Tennis
Wheelchair Basketball	Para Powerlifting

A total of 220 medal events are proposed. This compares with 261 in Glasgow and a proposed 267 in Gold Coast

12. Bid Evaluation and Inbound Visits

The inbound visits included direct engagements with the Commonwealth Games Association and its members who visited Durban to evaluate Durban's

proposal. They also sought to validate that it was indeed responsive to the Commonwealth Games Federation (CGF) requirements as well as their respective interests as member countries. Key among these delegations that visited South Africa for this purpose were:

On 26 April – 1 May 2015, the Evaluation Commission of the CGF visited the City led by high powered Commonwealth Games Federation delegation as well as events specialists. The key dates in the evaluation process were:

CGF received Candidature File	2 March 2015
Preliminary assessment of compliance of Candidature File	2-4 March 2015
Initial desktop review of Candidature File	4-12 March 2015
Issues list and clarifications prepared and provided to Evaluation Commission members	12 March -22 April 2015
Evaluation Commission pre-site visit briefing – Durban	26 April 2015
Site visit – Durban	27-30 April 2015
Clarifications received from Durban	30 June 2015
Final review workshop - Durban	13-16 July 2015
Compilation of Evaluation Commission Report	1-24 July 2015
Report published	31 July 2015

In July-August 2015, affiliate members of the Commonwealth Games Federation (CGF) visited the City to evaluate the South Africa's value proposition. The tour dates for these inbound visits were as follows:

→ 15-19 July 2015 _ Asia and Africa

- 22-26 July 2015_ Europe and Oceania
- 5-9 August 2015_ Americans and Caribbean

These inbound visits are particularly important because it is these members (71 countries) who ultimately vote to confirm or decline any City's candidacy for the games. It was however comforting to note that the feedback from all the inbound visits was positive.

13. Financial Model

As per Cabinet mandate, the Bid Committee led by Sport and Recreation South Africa and the National Treasury had to consider the business plans and funding models of the Games and to revert to Cabinet prior to the final decision on the host City being announced. In terms of the CGF Guidelines the City still had an opportunity in the period leading to September 2015 to introduce changes to the Bid Book should a need arise.

A comprehensive budget for bidding and hosting the Games was developed. Assisting the Bid Committee were appointed service providers who provided costing for the bid and its implementation plan based on industry accepted assumptions. The service providers were appointed through SASCO, they supported the bidding process and these were; EY, Octagon and Ruben Reddy Architects.

The financial model developed considers the total cost of hosting the games. The model further considers government's own investment through the contributions of various departments that have committed respective services/ activities towards the games. The model also considers income from the Commonwealth Games Federation which will be supplemented by the sale of broadcast rights and sponsorship, ticketing and local sponsors. In order to finalise the budget a number of meetings were held, including among others:

- a) The meeting of the two Ministers of Sport & Recreation South Africa (SRSA) and the Minister of National Treasury.

- b) The meeting of the Director General of SRSA and the Deputy Director Generals at National Treasury.
- c) Several other informal engagements with SRSA officials and National Treasury officials to conclude the business plans
- d) Several meetings between Minister of Sport and Recreation, Premier of KZN, MEC Arts, Culture, Sport and Recreation and the Mayor of eThekweni

From these engagements it was agreed that for purposes of concluding the financial model for the 2022 games, a detailed business plan needed to be finalised, inclusive of;

- a) Full costed Budget
- b) Economic Impact Assessment Study on the benefits of hosting the games.
- c) Written financial commitment from KwaZulu Natal Province and eThekweni Municipality
- d) Written guarantees / commitments from all relevant departments.

The following activities were undertaken in order for the business plan and financial model exercise to be concluded.

13.1 The Budget: - Sport and Recreation South Africa confirmed the total budget for hosting the 2022 games at R6, 826 billion. From this total budget the only new commitment which was requested from the National Treasury is R2, 4billion as the other resources are to be unlocked through reprioritisation processes and games revenue streams. The final engagement on the budget took place few days before the bid announcement. Department of Sport and Recreation South Africa presented a three scenario budget options. First with R6.8 billion as per original budget. Secondly, a 5.3 billion option and lastly a 4.3 billion option. Based on the three options Departments had to commit through reprioritisation of their own budgets.

13.2 Economic Impact Assessment: -The Economic Impact assessment of the Durban Commonwealth Games was commissioned. In the main, the report highlighted that 2022 Commonwealth Games is expected to deliver up to R20 billion in outputs to the economy, translating into an estimated R11 billion GDP growth.

13.3 Host City Commitments: - Sport Recreation South Africa engaged with the Host City and the Host Province to contribute towards the games. The City and Province committed to contribute R1, 181 billion towards the hosting costs. Each contributing 50%. The Council contribution is therefore estimated at R500 million which was approved by Council.

13.4 National departments' written commitments: - Engagements with all the relevant departments cited in the bid book took place and written commitments were sought as per Treasury requirements. This led to the required guarantees being signed by relevant Ministers including the Presidency. The Departments that issued written commitments are the following:

Departments	Signed by	Status
1. Presidency	President Jacob Zuma	Submitted
2. Sport & Recreation SA	Minister FA Mbalula	Submitted
3. Arts & Culture	Minister N Mthethwa	Submitted
4. Communications	Minister F Muthambi	Submitted
5. DIRCO	Minister M Nkoane-Mashabane	Submitted
6. Energy	Minister T Joemat-Pettersson	Submitted
7. Environmental Affairs	Minister E Molewa	Submitted
8. Health	Minister A Motsoaledi	Submitted
9. Home Affairs	Minister M Gigaba	Submitted
10. Human Settlement	Minister L Sisulu	Submitted
11. Justice & Correctional Services	Minister TM Masutha	Submitted
12. Police	Minister N Nhleko	Submitted

13. Telecommunications & Postal Services	Minister S Cwele	Submitted
14. Transport	Minister D Peters	Submitted
15. City of Ethekwini Metro	Mayor James Nxumalo	Submitted
16. SASCO	President: Gideon Same	Submitted
17. SARS	Commissioner: Tom Moyane	Submitted
18. SAIDS	CEO: Khalid Galant	Submitted
19. ICASA	Chairperson: Dr S Mncube	Submitted
20. Business Support, Tourism & Market Unit, City of Ethekwini	Head: Phillip Sithole,	Submitted

The Mayor signed the Mayoral guarantee.

13.5 Mayor's Guarantee

- a) The Council confirms that the hosting of the 2022 Commonwealth Games is compatible with the harmonious development of our Province and City.
- b) The Council guarantees the respect of the Commonwealth Games Federation (CGF) Constitution and Regulations and the Host City Contract, understands that all representations, warranties and covenants contained in the Candidate City's bid documents, as well as all other commitments made, either in writing or orally, by either the Candidate City (including the Bid Committee) or its commonwealth Games Association (CGA) to the Commonwealth Games Federation (CGF), shall be binding on the City, and guarantees that it will take all the necessary measures in order that the City fulfils its obligations completely.
- c) The Council declares that no other important national or international meeting or event will take place in the Host City, in the vicinity during the Commonwealth Games, or for one week immediately before or after.
- d) The Council declares that the Bid Committee is empowered to represent the Candidate City. All documentation (including undertaking and Host City Contract) will be signed on behalf of the City by the Mayor of eThekweni Municipality.

- e) The Council guarantees that all construction work necessary for the organisation of the Commonwealth Games will comply with local, provincial and national regulations and acts and any international agreements and protocols regarding planning, construction and protection of the environment that are applicable to such works under the Host City jurisdiction.
- f) The Council confirms that no major competition venues will be constructed for the hosting of the 2022 Commonwealth Games in the City of Durban. All renovations and upgrades will form part of the normal planned maintenance.
- g) The Council guarantees the use of venues and the control of commercial rights.
- h) The Council guarantees the use of a facility for the use of the International Broadcast Centre (IBC) and Main Press Centre (MPC).
- i) The Council guarantees that the site selected for the Commonwealth Games Village is in keeping with the standards to be met to obtain planning permission.
- j) The Council guarantees that the owners of the Commonwealth Games Village will agree to include the Organising Committee (OC) as part of the design team.
- k) The Council guarantees the financing of any work related to the Commonwealth Games Village, if applicable.
- l) The Council guarantees subsidies or rental costs related to the Commonwealth Games Village.

- m) The Council guarantees the use of existing buildings and infrastructure, if applicable.
-
- n) The Council guarantees that the Commonwealth Games Village will conform to the requirements of Part S of the SANS10400 as required by the South African Bureau of Standards (SABS) which directly addresses issues of accessibility for persons with disability.
- o) The Council guarantees that the Organising Committee (OC) will be granted all commercial rights for the period that the OC has control over the Commonwealth Games Village during the Commonwealth Games in 2022.
- p) The Government guarantees a safe, secure and peaceful celebration of the 2022 Commonwealth Games.
- q) The Council guarantees that no fee will be charged to the Commonwealth Games Family for the reservation and services of allocated frequencies during the Commonwealth Games.
- r) The Council guarantees that all competition and major non-competition venues (IBC, MPC, and Games Village) will be provided with sufficient energy supplies for the conduct of the Games.

14. Consultation

Consultative meetings were convened with various bodies of Business and Sport through the Chamber and Sport Federations. This was to ensure optimum support from these communities as well as alignment of understanding and expectations. Emanating from this consultation, a commitment from the Durban Business Chamber was secured in support of the games.

15. Bid Announcement

On the 2 September 2015 the General Assembly of the Commonwealth Games Federation (CGF) taking place at Auckland, New Zealand voted unanimously to award the 2022 Commonwealth Games to Durban. On behalf of the Host City the Mayor signed the Host Contract. (**Attached– Annexure 2**). In anticipation of a positive decision, the bid announcement activation was organised to celebrate the bid announcement. This took place at George Campbell High school in the morning of the 2nd of September 2015 to coincide with the announcement.

In awarding the games to Durban the Commonwealth Games Federation identified some activities and requirements that needed to be met in order for the Durban bid to be fully compliant. Some of these are to be met within 90 days post bid announcement while some are to be resolved within 180 days after the bid announcement. In acknowledging that there are many unresolved matters for any bidding City developing a Games proposition seven years in advance of the Games, the CGF identified and highlighted ten key issues that warrant the immediate attention of the Durban Bid Committee

16. Issues Requiring Further Attention

The Commonwealth Games Federation identified the following issues needing attention from the Host City in order for the bid to be fully compliant.

16.1 Finance:

The guarantee covering a potential financial shortfall was not received at the time the report was finalised.

16.2 Games governance:

The critical coordination role anticipated for the proposed Inter-Ministerial Committee needs to be enabled by an effective cross-government delivery coordination entity, with a focus on integration of government and City support for the Games and the assurance of legacy programmes. This should be supported by a clearly-defined set of roles and responsibilities for the various government

departments, public authorities and other entities that will have a role in the planning and delivery of the Games.

16.3 Roles and Responsibilities:

The constitution of the Organising Committee, including Board membership and coordination links with government, needs to be clearly articulated at a conceptual and strategic level to ensure clarity of responsibility and control.

16.4 Games venues:

Clarification is required regarding the integrated development and financing arrangements to ensure delivery of all venues. While there are individual plans for some venues, an overall integrated venue delivery strategy that optimises efficiencies across projects was recommended.

16.5 Land ownership and rental:

The ownership and rental/venue use arrangements for competition and major non-competition venues need some clarification.

16.6 Technical feasibility:

Technical feasibility issues remain in respect of the proposed Shooting and outdoor Swimming venues. Shooting, feasibility of the site requires further review, however, alternate site solutions which are likely to meet Games requirements and may present a more feasible solution/s.

Swimming: While the current venue proposal presents an attractive sport presentation opportunity, contingency solutions for possible rain and cooler weather will need to be further developed.

16.7 Games Village:

While the overall concept for the Village is sound and well-conceived, the delivery obligations, land ownership and funding arrangements need to be fully documented to remove any risk for the future Organising Committee.

16.8 Village design:

Durban 2022 is required to confirm to the CGF that the Village design principles and standard of amenity required by the CGF will be met.

16.9 Dates and duration of the Games:

Durban 2022 has proposed a 14-day programme (inclusive of the Opening Ceremony and 13 days of competition) which requires resolution by the CGF Executive Board after the 2015 General Assembly once any amendments to the sports programme are determined.

16.10 Bid compliance/guarantees:

The CGF requires a clear assurance that the balance of conditions outlined in guarantees that have not yet been provided in a compliant form will be met.

17 Key Issues for the City

In preparation for the City to host successful Games in 2022, a number of key and strategic decisions need to be taken. Some of the decisions require joint efforts with other stakeholders both in government and outside government.

17.1 Games governance structures

The Bid Committee has resolved to finalise its business and producing the final report by the end of December 2015. Parallel to this process is the establishment of the Games structures at different levels.

17.1.1 Inter- Ministerial Committee

The effective delivery and coordination of the Games requires Inter-Ministerial Committee to be established. The Committee will be supported by a technical team of senior government official from all relevant departments. Proper and effective coordination will require that both the City and Province are represented at political and administrative levels of this structure.

17.1.2 Organising Committee(OC)

The constitution of the Organising Committee (OC) is due. This process is driven by the Minister of Sports and Recreation South Africa. The proposed board composition includes 7 representatives from Government, 1 athlete, 7 to 8 CGA(SASCOC), 1 Business sector, 1 Labour/Civil Society representative, 2 x Independent Board members, Organising Committee CEO and CFO. Council is expected to appoint its representatives as soon as clarity is provided. While this process is driven at national level, it is important for the City to play a key and influential role. Notwithstanding the fact that it is the country hosting these games and Durban is a destination. However local representation and leadership need to be visible without necessarily excluding others.

17.1.3 Municipal Coordinating team(Games project team)

Within Council a project team to coordinate the Commonwealth Games needs to be identified and formally appointed by the City Manager. It is critical that the decision is taken urgently, already there are expectations and in some cases games related activities being undertaken. Work streams to support the project team also need to be established. It is proposed that the work streams be established along the Games thematic provisions as per the Candidate City Manual.

17.1.3 Project Office

In line with the City's coordinating structures for the Games, a Project Office is needed. The establishment and setting up of the Games Project Office with necessary resources must not be delayed. This must not be confused with the Organising Committee's office which will operate independent of the City's office.

17.2 Sporting Venues

The 2022 Durban bid was in the main motivated by the fact that most of the venues and support infrastructure required to deliver the Games already exist. The 2010 FIFA World Cup capital investment positioned the City better in hosting any future Mega sporting events.

17.2.1 Swimming

Rachel Finlayson (RF) Pool was identified and submitted as a venue for the swimming competition. The choice of the venue was driven by costs savings associated with upgrading Kings Park swimming pool. Rachel Finlayson pool also provides the opportunity to showcase the City's beautiful landscape. Currently the Kings Park pool has a capacity of 25000, the upgrade will have to meet the minimum of 5000 seats as per the Games requirements.

The upgrade of Kings Park Pool may be argued to be a better legacy compared to spending on a temporal infrastructure. **Capital costs = R325m (including VAT)**. This cost includes the demolition of the existing structure, building the new pool complex (1 single pool as per current layout) with a capacity of 5 000 seats. This cost will cover essentially the re-construction of the same facilities.

Consideration also needs to be given to the operational costs associated with maintenance and management of the upgraded facility. The decision is required as a matter of urgency. The choice of the swimming venue is largely dependent on what City decides.

17.2.2 Shooting

The Bluff military base was chosen as a shooting venue for the Games. There is no legacy whatsoever to be derived from the shooting venue, temporary infrastructure and overlays will be provided. In order to save costs a decision needs to be made as to whether shooting should take place at an existing venue outside of the KZN. Pretoria is being considered as a possible venue. There is precedence in previous Commonwealth Games for shooting to take place outside of the hosting City. In 1998 shooting was held Langkawi not Kuala Lumpur where the Games were held. Langkawi is 408 kilometres away from Kuala Lumpur. Again in 2002 shooting was held in Bisley not in Manchester where the Games were held. The distance between the two is 335 kilometres. The change of venue will require approval of the Commonwealth Games Federation (CGF).

17.3 Games duration and Sports

A 14 day programme was proposed in the bid submission. This is yet to be approved by the CGF. At the last CGF General Assembly in Auckland in September artistic gymnastics were included as one of the compulsory code in Commonwealth Games. This has implications to Durban 2022 Games. This will require an indoor venue with a seating capacity of 5000. A decision needs to be made, whether an indoor venue is built in Durban or a temporal infrastructure is provided for the Games purposes. Gymnastics and indoor cycling are not included in the Durban 2022 Games, irrespective of the popularity of the two due to lack of facilities. Within the Commonwealth Games family there are some who are already lobbying for these codes to be included in 2022 Games. The City's view and leadership is critical as there are huge financial implications for the City if these sports were to be included.

17.4 Athletes Village site

The Village concept as per the Games bid submitted in the bidding process was accepted by the CGF. The village is located in Marshal Dam in Cornubia,

a site owned by Tongaat Hullets. An alternative site has been identified on eastern side of Marshal Dam in a state owned land. eThekweni Human Settlements Unit has developed the concept for the development of the athlete's village in this state owned site in Cornubia. Economic Development and Planning has also raised and placed on the agenda the same matter within the context of the City's precinct Master Plan. The plan makes provision or proposes a provision of accommodation/houses within the precinct. The intention is to develop a liveable precinct with human settlement as part of City densification strategy. The resolution on the location of the athletes village is urgent. The timeline available to discuss and finalise outstanding matters relating to the village is only up to the end of February 2016. Within the very same timelines all requirements and approvals as per the CGF's guidelines must be met.

17.5 Venue usage and rental

Moses Mabhida Stadium and ICC are the two main venues for the 2022 Games. Both these venues are owned, managed and controlled by the City through a Municipality Entity. Venue upgrades in preparation for the Games will lead to complete shut down in some periods. This includes the non exclusive use periods. Both venues will suffer a loss of income which needs to be recovered and or provided for in the Host City and Organising Committee budgets. There is an urgent need for costs associated with venue usage and rental to be understood and budget provisions be made. The same may apply to other venues but not to extent at which Mabhida and ICC will cost.

17.6 Infrastructure Required

No new infrastructure will be built for hosting of the games. Hosting the event will make use of the FIFA 2010 World Cup infrastructure legacy as well existing facilities in the City. Infrastructure already in existence includes sport facilities, airport, hospitality centres, communication and broadcast networks, transport systems, and security systems in and around the City.

However the games do provide an opportunity for the City to rethink its broad sport infrastructure provision strategy, particularly the sport precinct. A long term sport infrastructure provision strategy needs to be developed and finalised in line with the City's event hosting strategy. Such a plan should not be developed in isolation. It must be integrated with other existing long term strategies plans. While such plans may not necessarily be developed for the games, however there are opportunities to use the games as a catalyst to fast track the infrastructure provision.

17.7 Financial Implications for the City

The City is responsible for leading the staging of the Games. As the ultimate hosting entity of the Games, the City is in the main responsible for the provision of municipal services and facilities. In carrying this responsibility there are financial implications.

As indicated in section 13.3 above the City's approved commitment towards the Games is estimated at R500 million in the next seven years. This amount does not take into account some of the costs associated with providing municipal services required for the Games.

Some of the costs required will include City activations and mobilisation, City dressing, Host City volunteers, Games Project office, venue usage/rental and overtime to mention a few. While the City's commitment towards the games was specific to items as mentions in the Sport and Recreation South Africa's submission, it important that a reprioritisation exercise is undertaken similar to what national departments have done as mentioned in section 13.3 above. This will help to determine realistic costs to be incurred by the City towards hosting of the Games.

The table below indicates the R1.086 billion to be funded jointly by the City and Province. The table indicates what the City and Province are responsible for respectively.

**COMMONWEALTH GAMES 2022-AMOUNTS FUNDED
BY KZN AND eTHEKWINI**

Cost Driver	Request from National Govt	Funding by KZN & eThekwini Mun	Funding % by KZN & eThekwini	eThekwini Mun	KZN Govt
	R'000	R'000	R'000	R'000	R'000
Operating Expenditure Games facilities					
Sports venues (overlays & equipment)	124 600	124 600	100	-	124 600
Commonwealth Village (services & overlays)	163 850	163 850	100	163 850	-
Games Workforce	633 750	316 000	50	158 000	158 000
Advertising & promotions	391 652	80 000	20	40 000	40 000
Administration (Volunteers)	103 000	51 500	50	-	51 500
Readiness/Test events/meetings	40 000	20 000	50	-	20 000
Project Management Fees	324 000	-	-	-	-
Capital Expenditure					
Sports facilities	330 000	330 000	100	181 125	148 875
Commonwealth Games Village-New	1 300 000				
Total	3 410 852	1 085 950	32	542 975	542 975

Below is a narrative on the cost drivers as illustrated in the table above.

17.7.2 Sports venues (overlays and equipment)

This category covers the acquisition of sports equipment for all games sporting codes. These funds will cover costs for the overlay at all playing venues and renovations and upgrade of the playing facilities of all the codes and provide for the ticketing offices, medical rooms, merchandise space, vehicle check points, technical rooms, etc.

17.7.3 Commonwealth Village (services and overlays)

The funds will be utilized for the furniture, fittings and equipment for the Games Village to be occupied by athletes and officials. They will also cover spending on medical equipment, team offices, water, electricity, Wi-Fi and landscaping.

17.7.4 Games Workforce

This includes spending on full time staff that will be appointed specifically for the games. The number of employees is less in the years before the actual event and increase towards the start of the games.

17.7.5 Advertising and promotions

This provides for activation exercises at various places such as toll gates, beaches and hotspots. There will also be community and schools' outreach programmes, advertising, media and design, specialist agency fees, City decorating programme, etc.

17.7.6 Administration (volunteers)

The funds will be used for volunteer costs which include recruitment, basic training and job specific training, stipends and uniforms. This amount will also cover the public liability insurance for the games.

17.7.7 Readiness/ Test events & meetings

This covers the hosting of events at all match venues to comply with the Commonwealth Games Federation requirements. This only covers test events a year before the Games.

17.7.8 Sports facilities

This is required for the rehabilitation and upgrading of existing venues e.g. the Moses Mabhida Stadium will need a 400m athletic track to provide the required running field for the Games.

17.8 Marketing

In accordance with the Host City contract as provided for in clause 27, a joint marketing programme needs to be developed between Organising Committee (OC), Commonwealth Games Association (CGA) i.e. SASSCOC and the Host City. The marketing plan needs overall approval by the Commonwealth Games Federation Executive Board. It is important that the Host City rights and obligations are understood to avoid conflict and confusion.

17.9 Test Events

A comprehensive approach is required to achieve operational readiness for the Games. Readiness includes planning, venue testing and management of potential risk. A venue testing programme needs to be developed, costed and approved. The programme to include desktop exercises, simulations, system testing, rehearsals and test events. The Games budget has provided for some testing activities a year before the Games. There are costs associated with test events that need to be provided for as part of the City events strategy. Already there are requests received from National Federations for the City to hosts some events leading to 2022. Identification of key and strategic events needs to happen as early as now, as well engagements with key stakeholders in hosting such events.

17.10 Observer Programme

In preparation for the 2022 Games an Observer Programme needs to be developed. The purpose is to promote knowledge management and skills transfer as a dedicated functional area, such a programme must provide opportunities to benefit from insights and detailed presentations, site visits as well as bilateral engagements with key individuals and organisations.

17.11 Stakeholder Engagement and Management

Central to delivering successful Games is the support of key and strategic stakeholders. Commonwealth Games and benefits associated with hosting are not fully understood by many including key stakeholders. The identification and stakeholder engagement programme driven by the City

needs to be developed and implemented. Key stakeholders include, Government Departments, Councillors, State Entities, Business, Labour, Tertiary Institutions, Sport Bodies, NGO's, Civil Society groupings and Religious Organisations.

READY TO INSPIRE

Report prepared by:

Vusi Mazibuko

GM: Moses Mabhida Stadium

Musa Gumede (Dr.)

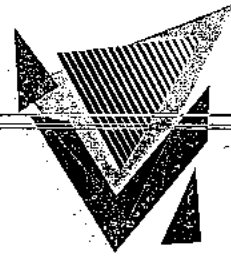
DCM: Community and Emergency Services

Tozi Mthethwa

Head: Communications

ANNEXURE 1





DURBAN2022

XXII COMMONWEALTH GAMES
CANDIDATE CITY



DURBAN 2022 COMMONWEALTH GAMES CANDIDATE CITY FILE

EXECUTIVE SUMMARY

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As Chairman and CEO of the City of Durban Commonwealth Games Bid Committee, we would like to provide you with an executive summary of our plans to host the Commonwealth Games in 2022.

Situated on the south-east coast of the African continent, Durban offers sportsmen and women a breathtaking backdrop of the Indian Ocean, the opportunity to compete in world-class venues and the warmth and hospitality of a vibrantly tapestried city. From a unique cultural collage to a dynamic modern infrastructure, Durban is many worlds in one city. It has hosted global sports events and received kings and queens as the nations of the Commonwealth unfurled their flags to salute Africa's newest democracy under the leadership of the late Nelson Mandela.

The athletes of the Commonwealth will be welcomed in gentle embraces, greeted with the warmest of smiles and applauded with a generosity of spirit.

The Bid Committee of the City of Durban pursues a dream. It is a dream that will see Africa host the very first Commonwealth Games where some of the finest athletes of the world compete for gold and glory, where the real values of the Commonwealth resonate with the indomitable spirit of heroes past and champions of the future.

Our mission is simple: present an unsurpassed Bid document that will at once captivate the Commonwealth Executive and then, rightfully, allow the people of South Africa to be your host. Durban 2022 is ready to inspire!

On behalf of Durban and the people of South Africa, we extend to you our sincere gratitude for allowing us to present our vision and programmes that will lead ultimately to the hosting of a Successful Games in 2022.

Mark Alexander

Chairman of the Durban 2022 Commonwealth Games Bid Committee

Tubby Reddy

CEO of the Durban 2022 Commonwealth Games Bid Committee



INTRODUCTION

"We are Africans, we are an African Country, we are part of our multi-national region, we are an essential part of our continent. Being Africans, we are acutely aware of the wider world, deeply in our past and present."

*(2030 South African)
National Development Plan
(NDP).*

About South Africa

South Africa is well positioned as a conference and sports event destination and an area of global niche tourism. Accordingly, South Africa must be a choice destination for mega events and sports tourism with adequate spectator support and equitable access to sporting events. Since the advent of our democracy the country has hosted numerous global-sports events, notably, the 1995 Rugby World Cup, both of the 1996 and 2013 Africa Cup of Nations, the 1999 All Africa Games, 2003 Cricket World Cup and the 2010 FIFA World Cup. Similarly we have hosted a significant number of global conferences featuring some of the world's leading figures, such as the 1999 Commonwealth Heads of Government, the 2000 XIII World Aids Conference, the 2001 World Conference on Racism, the 2011 123rd IOC Session, the 2011 COP17/CMP7, and the 2013 5th BRICS Summit. South Africans are passionate about their sport, which has played a leading role in building social cohesion and bringing to life the concept of a rainbow nation. Many a time it is sport that has not only reminded us of our common nationhood, but equally continues to revive our positive outlook on the country.

About Durban

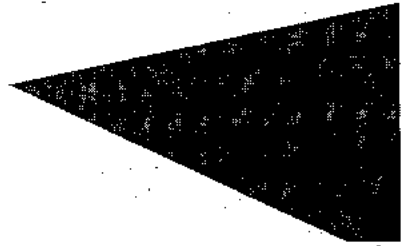
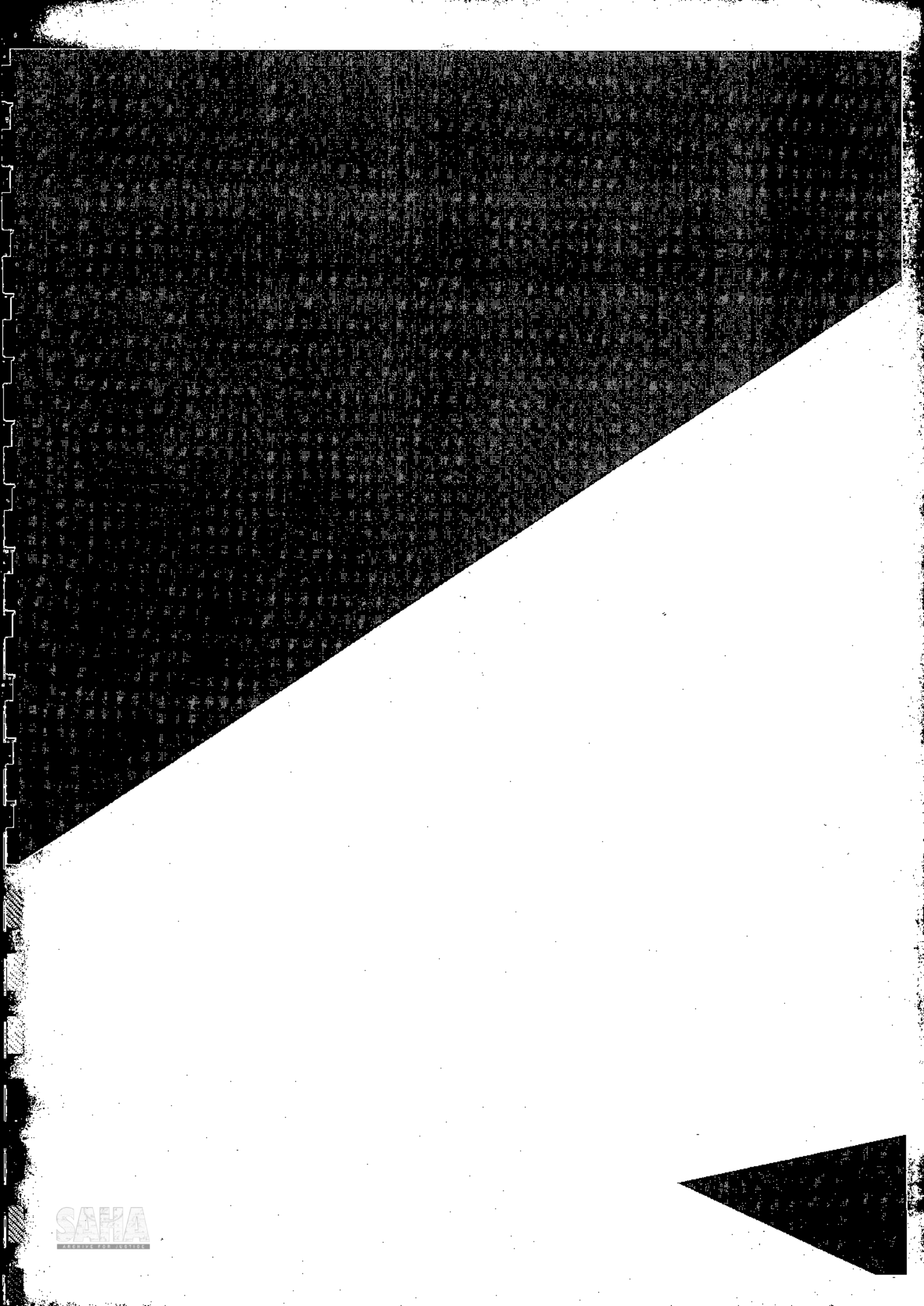
Durban is the multi-faceted, and multi-cultural mecca of the province of KwaZulu-Natal. Known as Africa's Sports Capital, Durban has vast experience

in hosting major events. Indeed all the conferences listed above were hosted in Durban, while the city also hosted matches of all the mentioned sporting events- CAF Afcon, IRB and FIFA World Cups, including the second semi-final of the FIFA World Cup 2010 between Spain (eventual FWC 2010 winners) and Germany. The City of Durban still remains the most favoured sports centre for many of South Africa's iconic annual sports events, such as the famous Comrades Marathon; the Dusi Canoe Marathon; several rugby test and super XV matches; many test, one day and T20 international and domestic cricket matches; national team, Bafana, and premier soccer league matches; and the Amashova Cycle Race. Added to its event capability, Durban's climate and surrounding tourism attractions, from its warm ocean waters and beautiful beaches (with the popular promenade) to the magnificent mountains of uKhahlamba (the Drakensberg), the surrounding game parks and the historical battlefields (including the site of the famous Battle of Isandlwana), present any visitor to our main sporting coastal city with a wonderful and diverse set of tourism options. There is no better suited place to host the 2022 Commonwealth Games.

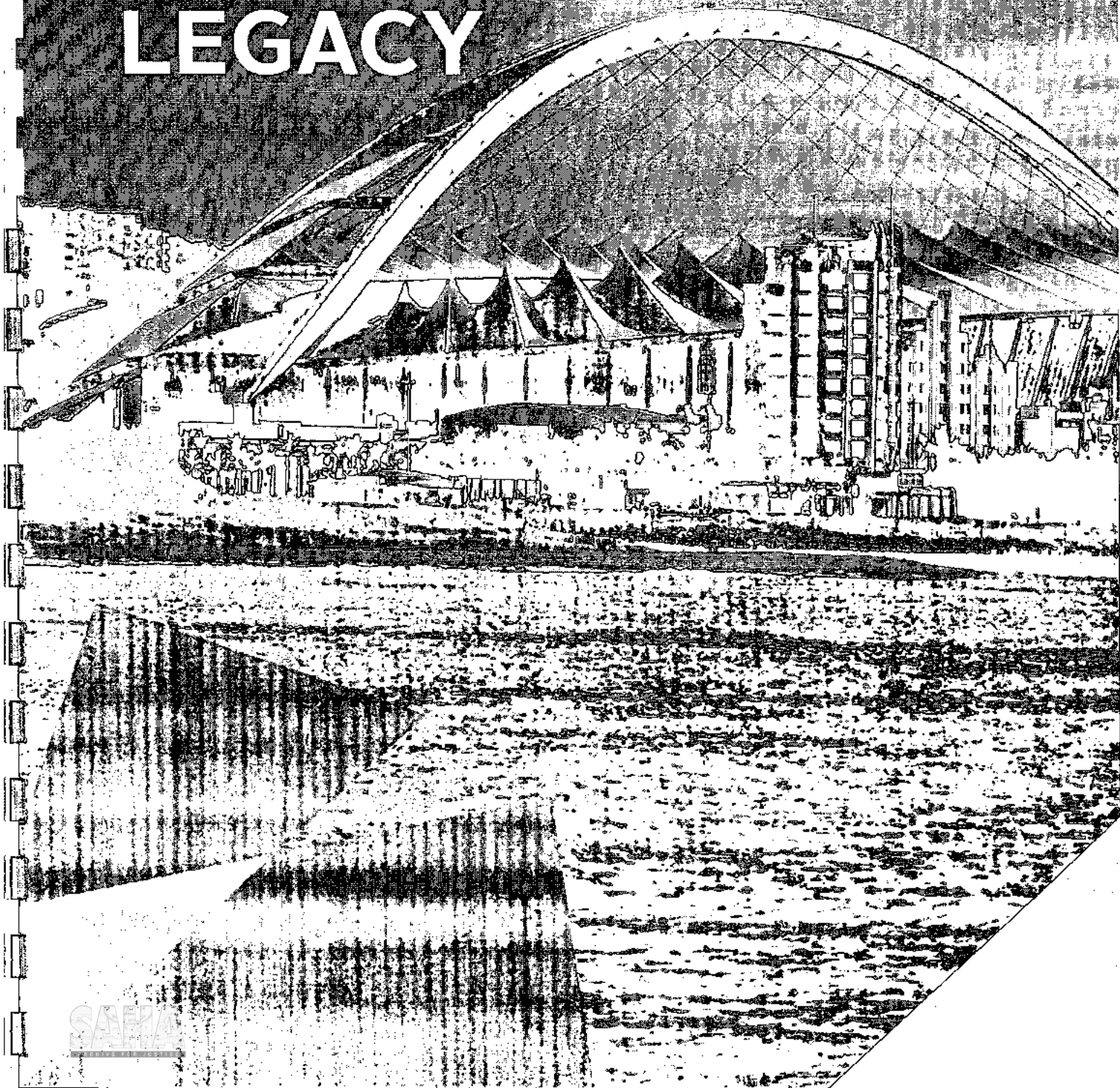
About the African Continent

South Africa is a member of the African Union (AU) and plays an important role in striving to bring about peace and stability on the continent. Through the

AU and the New Partnership for Africa's Development (NEPAD), South Africa has made notable contributions towards the political and economic integration of the continent. Further, South Africa's 2030 National Development Plan (NDP) enjoins the country to do more in developing the region as a global tourist destination by accentuating the broader biodiversity, cultural diversity, scenic beauty and range of tourism products, and making it easier for tourists to travel between countries in the African region. It is our hope that these Games will accelerate Africa's rising and intra-continent integration, particularly in southern Africa, to help meet this directive. Africa is home to some of the world's leading athletes who for decades have been performing and entertaining sport enthusiasts on the world stage. We strongly believe that it is time that South Africa provides the stage for them to showcase this talent on home soil, at the place that made the impossible possible; a place that took its *Destiny* into its own hands, brought about *Equality* amongst its people, and placed *Humanity* as the foundation of its nation. Lastly, South Africa has had a long and turbulent history as part of the Commonwealth. Following its exclusion in 1961, it rejoined the Commonwealth of Nations in 1994 to stand tall amongst its peers. Ours is an unparalleled story of unity in diversity, reconstruction and development, and of a rising and affirmation of our peoples.



GAMES VISION CONCEPT AND LEGACY



SION

The Commonwealth Games in South Africa will be a catalyst and game changer in the lives of many ordinary people. South Africa's 2030 National Sport and Recreation Plan (NSRP) clearly identifies "sport as a tool to support and achieve a diverse range of national and global priorities", putting emphasis on the following: sports tourism, sport for peace and development, sport and the environment, and sport and national government priorities. In support of the country's 2030 NDP, which outlines South Africa's 2030 comprehensive national strategy, the NSRP stipulates in its mission statement that it seeks "to transform the delivery of sport and recreation by ensuring equitable access, development and excellence levels of participation and to harness the socio-economic contributions that can create a better life for all South Africans".

Specifically, the Commonwealth Games in Durban will contribute to the following NDP priorities:

- Improving infrastructure and accelerating the rate of development and the execution of intended development plans in the country.
- Re-engineering spatial patterns/human settlements.
- Uniting all South Africans around a common programme to achieve prosperity and equity.
- Bringing about faster economic growth, and higher investment.
- Focusing on key capabilities of people and the state.

Our sport and recreation vision is that of "an active and winning nation" by 2030. We seek to become a winning nation by (amongst other things) providing:

- Access to a **comprehensive range of support programmes** for athletes and coaches.
- Opportunities for our elite **athletes to participate and excel in international competitions.**

Durban is home to some 3.5 million South Africans challenged with making theirs a socially cohesive, sustainable and economically vibrant city. Accordingly, eThekweni's (herein referred to as the City of Durban)

Long Term 2030 Development Plan to be Africa's Caring and Liveable City takes its reference from the following policy documents: the Millennium Development Goals, the National Development Plan and the Provincial Development Plan. It identifies key strategic priorities as building blocks for implementation in order to ensure sustainable development. Therefore, through the hosting of these games, we will begin to re-organise spatial patterns by building an athletes' village that will be subsequently converted to gap housing, create a platform for growth and skills development for young people by providing internships pre and during the Games, promote destination Durban and South Africa, develop sport in our country, promote social cohesion, and accelerate the city's Integrated Development Plans.

"Sport as a tool to support and achieve a diverse range of national and global priorities."



INTEGRATING THE VISION TO THE GAMES

In pragmatic terms, ours is a story of reconstruction and development to accelerate progress, and build a more inclusive and an empowered citizenry. We seek to showcase how the Commonwealth Games can contribute directly to improvement in the lives of ordinary people and help develop a city to be a better place in which to live.

For the games

Internship programmes aimed at providing access to job opportunities and skills empowerment will form a cornerstone of our procurement and delivery infrastructure. In fact, our intent is to ensure that at least 30% of the entire workforce directly related to the Games comprises of young people. We will also provide volunteer training (involving young and old) to build broad-based volunteer corps. We will use our National Schools Championship as a platform for the Games, and its values of Humanity, Equality and Destiny to promote the Games for the four years leading to 2022.

For the sport

The Games will provide a perfect platform for us to showcase our talent and for athletes to participate and excel in international competitions. In the build-up to the Games, we will sharply focus our talent identification and support programmes on those sports that will help to deliver medals for our country and inspire us into a cohesive nation. In the build-up we also want to provide specific opportunities and enter into partnerships with some of the Commonwealth member countries to provide preparation opportunities for their teams in our high-performance institutions.

For the Commonwealth Games Movement

Using the above efforts, we want to help give the Commonwealth Games Movement a sharpened focus in promoting the value that the Games can bring to the host city. These Games should help provide brand proof that the Commonwealth Games are about people and their development, and about athletes' performance and their well-being.

For the City of Durban

Equally the Games provide the city with a unique opportunity to focus its attention on the delivery of infrastructure in certain nodal points to create shared social spaces. Lastly, our marketing programme for the Games will also be aimed at showcasing South Africa and indeed the region as a destination of choice for sports tourism.

CONCEPT

Our concept of a Compact Games (at least 80% of the sports activities are within a 2.5km radius) is predicated by the city's vision to develop Moses Mabhida as a mega multi-sport events precinct and to position it as a premier sports tourism destination. Integrating the Games Precinct into the city's core renewal plans supports the following elements of the city's Integrated Development Plan:

Plan 1 Develop and sustain our Spatial, Natural and Built Environment.

Plan 2 Create a Quality Living Environment.

Plan 3 Foster a Socially Equitable Environment of the city's Integrated Development Plan (IDP).

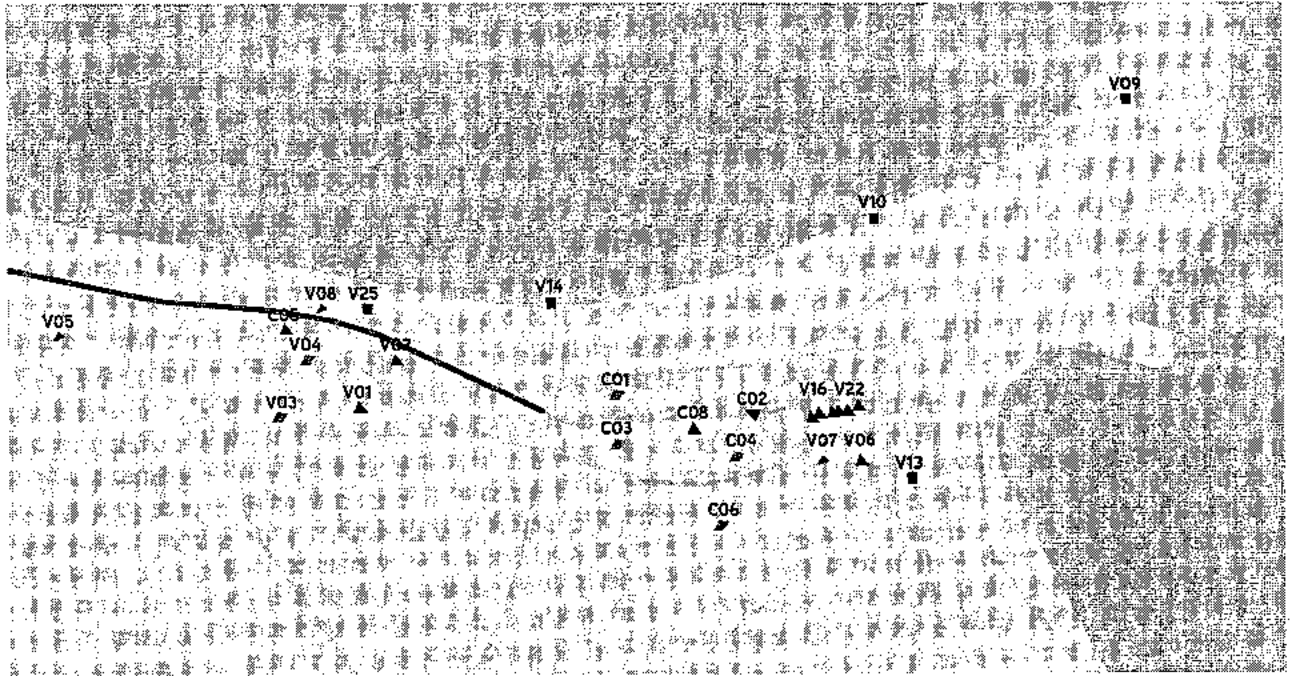
Further, the city's Infrastructure Development Programme includes the development of Moses Mabhida Stadium (the main multi-sports precinct) and public roads networks, among others.

Proposed dates for the Durban 2022 Commonwealth Games

Our proposed dates are 18 July to 31 July 2022. Our choice of these dates is driven by the following factors:

- 1. The opening ceremony** (on 18th July) will coincide with the late President Nelson Mandela's birthday, now declared by the United Nations as Mandela Day. Hosting the Games will be a fitting tribute to this world leader and great humanist.
- 2. Near perfect weather conditions**
This is a low rainfall period in Durban with temperatures ranging between 15 and 25 degrees celsius and average sunshine of 8 hours per day.
- 3. We are confident** that we shall receive the necessary co-operation from the education authorities to ensure a neat overlap between the proposed dates and the school holidays, as was the case during the 2010 FIFA World Cup, and thus ensure greater opportunity for spectator attendance.

Map A



V01	Moses Mabhida Stadium Complex	Venue	6	▲
V02	Kings Park Pool	Venue	5	▲
V03	Kings Park Rugby Stadium	Venue	6	▧
V04	Kings Park Athletic Stadium	Venue	6	▧
V05	Collegians Bowling Club	Venue	4	▲
V06	International Convention Centre	Venue	4	▲
V07	Exhibition Centre	Venue	5	▲
V08	DCC Bowling Green	Venue	8	▲
V09	Ushaka Marine World	Venue	5	■
V10	New Beach	Venue	3	■
V11	Queensmead	Venue	22	▲
V12	Bluff Headlands	Venue	75	▲
V13	City Hall	Venue	5	■
V14	Pirates Club	Venue	6	■
V15	Westville Indoor Centre	Venue	126	▲
V16	ICC Hall 1	Venue	4	▲

V17	ICC Hall 2	Venue	4	▲
V18	ICC Hall 3	Venue	4	▲
V19	ICC Hall 4	Venue	4	▲
V20	ICC Arena	Venue	5	▲
V21	Dec. Hall 1	Venue	5	▲
V22	Dec. Hall 2	Venue	5	▲
V23	Westville Squash Centre	Venue	126	▲
V24	PMB Track	Venue	1132	▧
V25	Beachfront - Basketball	Venue	5	■
C01	George Campbell School	Accreditation		▧
C02	Broadcast Centre	IBC		▼
C04	Kingsmead Cricket Stadium	MPC	0	▧
C05	Durban Country Club	Hospitality		▲
C06	Disaster Management Centre	JOC		▧
C07	Cornubia	Precinct		▼
C08	Games Headquarters	Centre		▲

Map A: More than 80% of the identified sports facilities as well as the Games Village are within a 2.5km radius. All the sporting facilities identified for the Games are already in existence within the proposed Games Precinct. Most major hotels, including those identified for the Games family, are located within walking distance of most of the sports facilities.

▲	Existing (minor permanent works required)	■	Temporary Structure
▧	Existing (unaltered)	▼	New
▲	Existing (minor temporary works required)		

LEGACY


Durban already has 100% of the sports facilities required to host these Games. The improvements and upgrades to cater for the Games' special requirements will primarily be served by temporary structures to fulfil capacity needs. These are highlighted in Map A on the previous page.

Our non-sport key legacy initiatives:

- 1. Human Settlement** The city has developed a three pronged approach to address the housing backlog, including building gap housing aimed at moderate income persons. The intention is for the athletes' village to fit within this category. Post the Games, the village units will be converted into family housing units to be sold at subsidised prices to moderate income earners.
- 2. Sustainable Community Facilities** The city has begun building a cluster of multi-purpose facilities within designated nodal points to allow for better access and usage, thus the Games Precinct and some of the training and practice venues will fit within this framework.
- 3. Integrated Rapid Public Transport Network (IRPTN)** The eThekweni Transport Authority has developed an IRPTN – a wall-to-wall public transport system for the entire metro. This plan defines the ultimate (2025) public transport network for the municipality, and the city has begun an incremental implementation of this plan.
- 4. Human Capital Development** Year on year the city invests in creating a platform for growth, empowerment and skills development. The City of Durban is positioning itself as a Smart City with specific emphasis on human capital development, knowledge management, and a healthy and productive workforce. The city's 'Smart Xchange' initiative, a hub for developing skills within the IT sector, is testimony to this initiative.

Our key sport-specific legacy initiatives

- 1. Active Participation and youth leadership** Plan 6 of the city's IDP has among its key focus areas, the promotion of **healthy lifestyles** for broad sectors, including marginalised groups to facilitate inclusive participation in sport and recreation. The aim is to provide programmes that will not only improve the physical health of citizens, but will also help fight against social ills such as substance abuse, domestic violence and other forms of crime.
- 1. Community Sports Facilities** As part of the city's Integrated Development Plan (Human Settlement Plan for Sustainable Community Facilities) Durban is investing in a **Social Facilities Accessibility Model**, which includes building sports facilities alongside other social facilities, such as libraries and clinics, in designated development nodes. This programme is financed through a national grant to local municipalities overseen by the Department of Sport and Recreation.



Queen's baton relay (QBR)

The QBR will go through all Commonwealth member countries, particularly those on the African Continent, giving each CGA ample opportunity to host the baton in their respective countries to mark their participation in the Games. It will, among other things, serve to draw pre-games media attention, promote the Games and build the CGF brand, and present supplementary commercial opportunities for sponsorship and merchandise sales.

Ceremonies

The Opening and Closing Ceremonies will take place at the Moses Mabhida Stadium. In order to maximise broadcast, athlete and public appeal of the Opening Ceremony, it will be staged on the evening of **18 July 2022, being Mandela Day**. There can be no better symbolism for South Africa and the Commonwealth as a whole to mark the first ever Games in Africa.

The Moses Mabhida Stadium has a seating capacity of 56 000 and is located in the main sports precinct.

Cultural programme

KwaZulu-Natal province epitomises the best of African performance culture, from traditional to contemporary. Our cultural programme will comprise three major components:

1. **Ceremonies** At the Flag Handover Ceremony in Gold Coast we will celebrate the honour of hosting the Games and showcase what the CGF family can look forward to in 2022. In July 2022, each of the participating nations will be given the opportunity to hoist their flag at the Games Village upon arrival in Durban.
 2. **Music** Durban is the heartbeat of traditional Zulu, Indian, contemporary, pop, kwaito and hip-hop music, as well as various art forms. Music and dance will form the centrepiece of our cultural programme.
 3. **Film** The ever expanding and dynamic South African film industry will feature prominently in this cultural mosaic of celebration before, during, and after the Games.
- Develop occupational skills, designed to ensure that the youth can easily be absorbed into the mainstream economy through internships.
 - Create a better quality of life that is free of social ills and other challenges faced by the youth in general, through a schools mobilisation programme.

City activities

The City of Durban and the province of KwaZulu-Natal host several annual events a year, which will be re-aligned to dovetail with the Games programme. The Games Live Site will incorporate a live stage with the core music and performance arts festival for the Games. Durban's promenade will be transformed into a golden mile of 24-hour live exhibitions and entertainment to promote both local and international artists.

KwaZulu-Natal and Durban have many iconic historical assets, including the battlefields, famous for the Anglo-Zulu wars (the province hosts a riveting re-enactment of the battle of Isandlwana every year) and the Drakensberg/uKhahlamba mountain range (the backdrop of our tourism imagery). Our wetlands and game parks in the North of KwaZulu-Natal provide excellent opportunities for those wishing to explore the wilder side of Africa and the warm beauty this province has to offer.

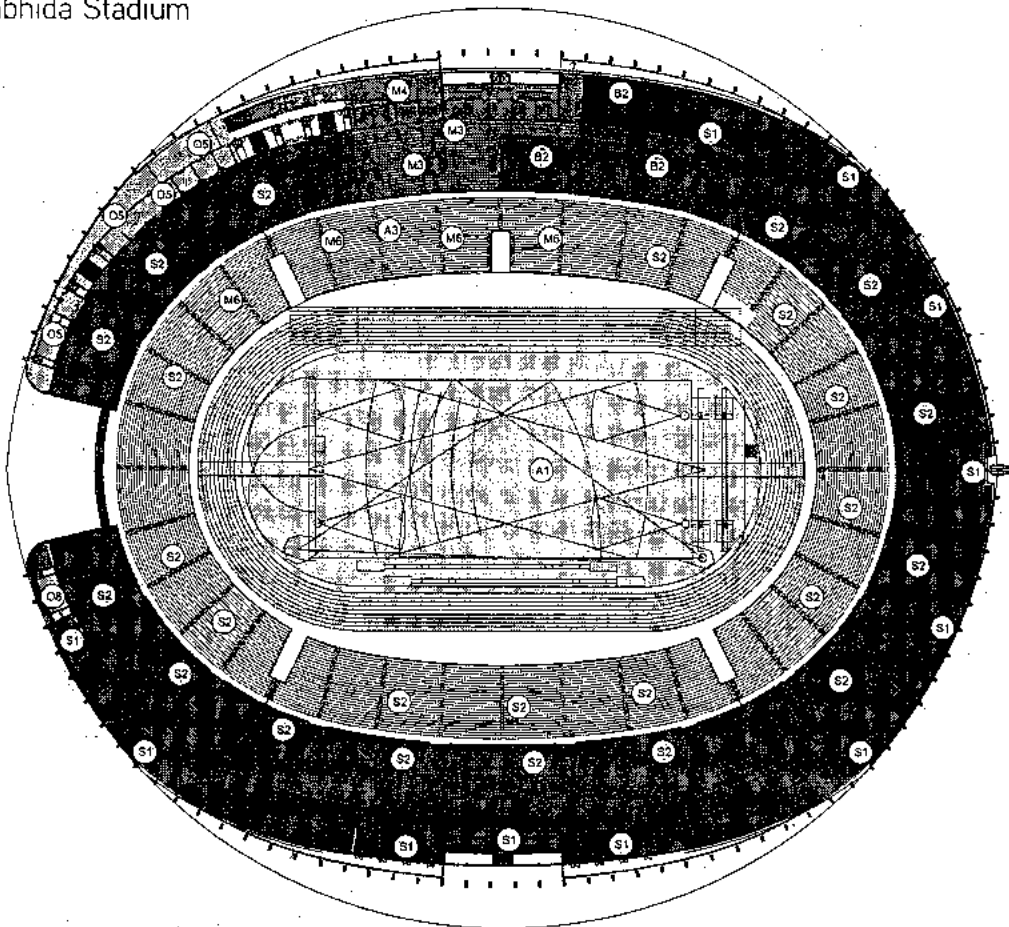
Youth outreach

Youth outreach is core to our legacy programme for these Games.

The main focus will be to:

- Promote youth participation in sport and recreation using existing school sport and physical education programmes.

Moses Mabhida Stadium



A. COMPETITION AREA / ATHLETES	
A1	Field of Play (FOP)
A2	Warm-up Area
A3	Athlete Seating
A4	Athlete Equipment
A5	Athlete Change/ Toilet
A7	Athlete Medical
A8	Athlete Lounge
A9	Other Athlete Area
A10	Doping Control
A11	International Federation Area
A12	Technical Official Areas
A13	Competition Management
A14	Medal Ceremonies
COMMONWEALTH GAMES FAMILY	
F1	Games Family Lounge
F2	Games Family Parking
F3	Games Family Seating

B. BROADCAST	
B1	Broadcast Compound
B2	Broadcast Tribune
B3	Broadcast Technical Areas
B5	Broadcast Parking
	Venue Press Centre
	Press Conference Room
	Press Tribune
	Media Lounge
	Mixed Zone
	Media Parking
D. OPERATIONS	
D1	Catering
D2	Logistics
D3	Merchandise
D4	Accreditation
D5	Venue Operations
D6	Site Management

O7	Cleaning and Waste
O8	Technology Operations
O9	Workforce
O10	Operational Parking Area
O11	Other Operational Areas
S. SPECTATORS	
S1	Spectator Circulation
S2	Spectator Seating
S3	Spectator Services
	Athlete and Team Officials
	Technical Officials
	Games Family
	Media
	Spectators / Sponsors
	Staff
T. PRECINCT SECURITY CHECK	
T1	Scoreboard / Videoboard
T2	Timing and Scoring
--	Secure Perimeter Fence
--	Secure Internal Fence

PUBLIC AUTHORITY SUPPORT AND GAMES GOVERNANCE



SAVA



SOUTH AFRICAN POLITICAL LANDSCAPE

The Republic of South Africa is a unitary state and a constitutional democracy. Our constitution has been hailed as one of the most modern and inclusive the world over and is guarded by an independent judiciary. The country has a three-level system of government; national, provincial and local (municipal), all of which have legislative and executive authority in their own spheres. This system is defined in the constitution as "distinctive, interdependent and interrelated".

National Level

The national government is responsible for issues that concern the whole country and includes Finance, Defence, Safety and Security, Foreign Affairs, Water and Forestry, Science and Technology, Trade and Industry, Mineral and Energy, Sport and Recreation, Human Settlements, Public Enterprises, Home Affairs, and Public Service and Administration. Government contributes funding to provincial and local government towards community services.

Only the national Parliament can pass laws, whereas provinces and municipalities can pass by-laws and policies. The President is elected by Parliament and appoints a Cabinet of Ministers, which acts as the executive committee of government. Each minister is the political head of a government department and these departments are headed by senior public servants called Directors General, with an array of staff. Provincial and local government may not do anything that is against the laws or policies set down by national government.

Lastly, to ensure all Games' related matters are integrated across all levels of government and support agencies, an Inter-Ministerial Committee will be established under the leadership of the Minister of Sport and Recreation to coordinate all functions between national government departments and the other two levels of government to provide a fully coordinated and consistent approach to the staging of the Games.

Provincial Level

The country is divided into nine provinces, each with its own provincial legislature. KwaZulu-Natal, like other provinces, is headed by a Premier who leads the Executive of the province.

The Executive members are chosen from the elected representatives and as such are political heads of the different portfolios. Such portfolios may vary slightly by province, but may include Finance, Economic Affairs and Tourism, Roads and Transport, Sports, Arts, Culture and Recreation, Rural Development and Agriculture, Community Safety and Security, and Basic Education.

All the above take their cue from national departments in terms of policy, but may initiate their own programmes in line with national and provincial plans.

Local Level

Local municipalities are responsible for by-laws and services, which include electricity, water, sewage and sanitation, health, land use, roads, public transport, refuse, firefighting, street trading, parks and recreational areas, other facilities and local tourism. Each local municipality is led by a Mayor and may vary in size. Durban is a metropolitan municipality, which means it is one of the largest municipalities in the country. Among its other responsibilities a metropolitan municipality has its own metro police responsible for traffic management and community safety. Once again they work in tandem with the South African Police Service (a national competence).

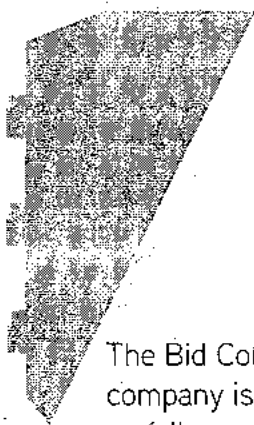
"Distinctive, interdependent and interrelated."

Entity	Responsibility
National government (led by Department of Sport and Recreation)	The Department of Sport and Recreation has primary responsibility for leading the national government's involvement in the bidding and preparation. The department is also then charged with the responsibility of leading an inter-ministerial task Team (incorporating all the relevant departments) to coordinate government's involvement and support.
KwaZulu-Natal provincial government	The provincial government has set up a Commonwealth Games Coordinating Task Team, inclusive of all the departments of Economic Affairs and Tourism, Sport and Recreation, Human Settlements, and the Premier's Office. Its task is to make sure that there is a synergised approach to the execution of responsibilities and implementation of the Games bidding and preparation.
City of Durban	The City of Durban's responsibilities will centre on local support for all city issues and will include leading the staging of the Games. Common to other host cities, many of the venues are under the control of the city and, in conjunction with the provincial government, the City of Durban will manage all local aspects relating to the hosting of the Games.

The status and nature of the political setting

South Africa holds general and local government elections every 5 years. The next local government elections will be held in 2016. The subsequent rounds of general and local government elections will be in 2019 and 2021 respectively. Last year's (May 2014) general elections produced the following results (only the top 3 parties are listed in the table). The African National Congress (ANC) has been the leading party, both at local and national level since the first democratic elections in South Africa. This scenario is unlikely to change going forward, and there are no referendums planned.

Political Party	National (7 May 2014)	Provincial KwaZulu-Natal (7 May 2014)	Local City of Durban (18 May 2011)
African National Congress (ANC)	62%	64%	61%
Democratic Alliance (DA)	22%	13%	20%
Economic Freedom Fighters (EFF)	6%	2%	Did not exist



The Bid Committee/
company is composed
as follows:

**South African Sports Confederation
and Olympic Committee (SASCOC):**

3 members. SASCOC is the controlling body for all the performance sports of South Africa and coordinates the relationship with various international sporting codes and their respective international federations. It is a fully recognised Commonwealth Games Association (CGA) and member of the Commonwealth Games Federation (CGF) and leads the country's candidature and delivery of the Games.

**National Department of Sport
and Recreation: 3 members.**

The Department of Sport and Recreation is responsible for sport in South Africa. The Minister of Sport will also lead the National Government Inter-Ministerial Committee should Durban be successful in its bid to host the 2022 Commonwealth Games.

**Provincial Government of
KwaZulu-Natal: 3 members.**

The provincial government provides support to both the city and national government and acts as a conduit for the national government on certain initiatives and programmes. Ultimately it will play a critical role in managing the financing of the building of the Games Village on behalf of national government and shall have a defined interest in the tourism and youth development spin-offs arising from the Games.

City of Durban: 3 members. The City of Durban is the ultimate hosting entity of the Games and shall be responsible for the provision of all municipal services required for the Games and the sports facilities. Further, the city will ultimately be the main beneficiary of all the legacy initiatives arising from these Games including the Games Village.

Immigration requirements

The Immigration Act, 2002 (Act No 13 of 2002), provides for the regulation of admission of persons into and their departure from South Africa. Immigration visas are required depending on the nature and the duration of the required period of stay.

- General Work and Critical Skill Visas may be issued for a maximum period of 5 years.
- Intra-Company Transfer Work Visas may be issued for a period not exceeding 48 months.
- Study Visas may be issued for the duration of the period of study.
- Business Visas may be issued for a maximum period of 3 years.
- Visitors' Visas to accompanying dependents may be issued for a maximum period of 3 years.

The general processing time for stays 90 days and less is 5 to 10 working days, whilst requests for work permits for stays in excess of 90 days have a processing time ranging from 4 to 8 weeks.

Conclusion

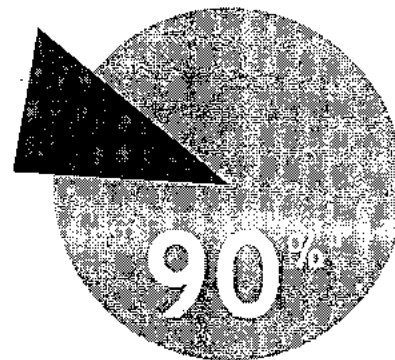
South Africa has a strong democratic and human rights track record established since its first free and democratic elections. Media freedom and freedom of speech are entrenched into our Constitution, as is the principle of a fair and open market economy.

A public opinion poll survey was conducted in January / February 2015 to assess public sentiment and support for South Africa bidding for major international events in general, and specifically for the Commonwealth Games and Durban.

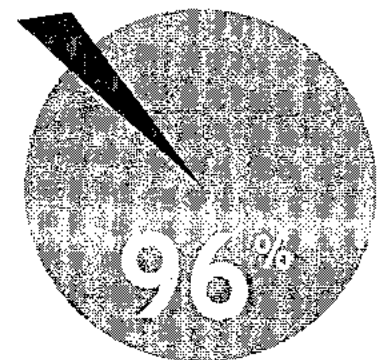
The sample size of N=1500 skewed towards KwaZulu-Natal (43%) with an urban (52%) rural (48%) was used. The biographic details were as follows: Male (52%); Female (48%), and age group breakdown: 16-24 (32%); 25-34 (37%); 35+ (29%)

Do you think that South Africa should bid to host the 2022 Commonwealth Games?

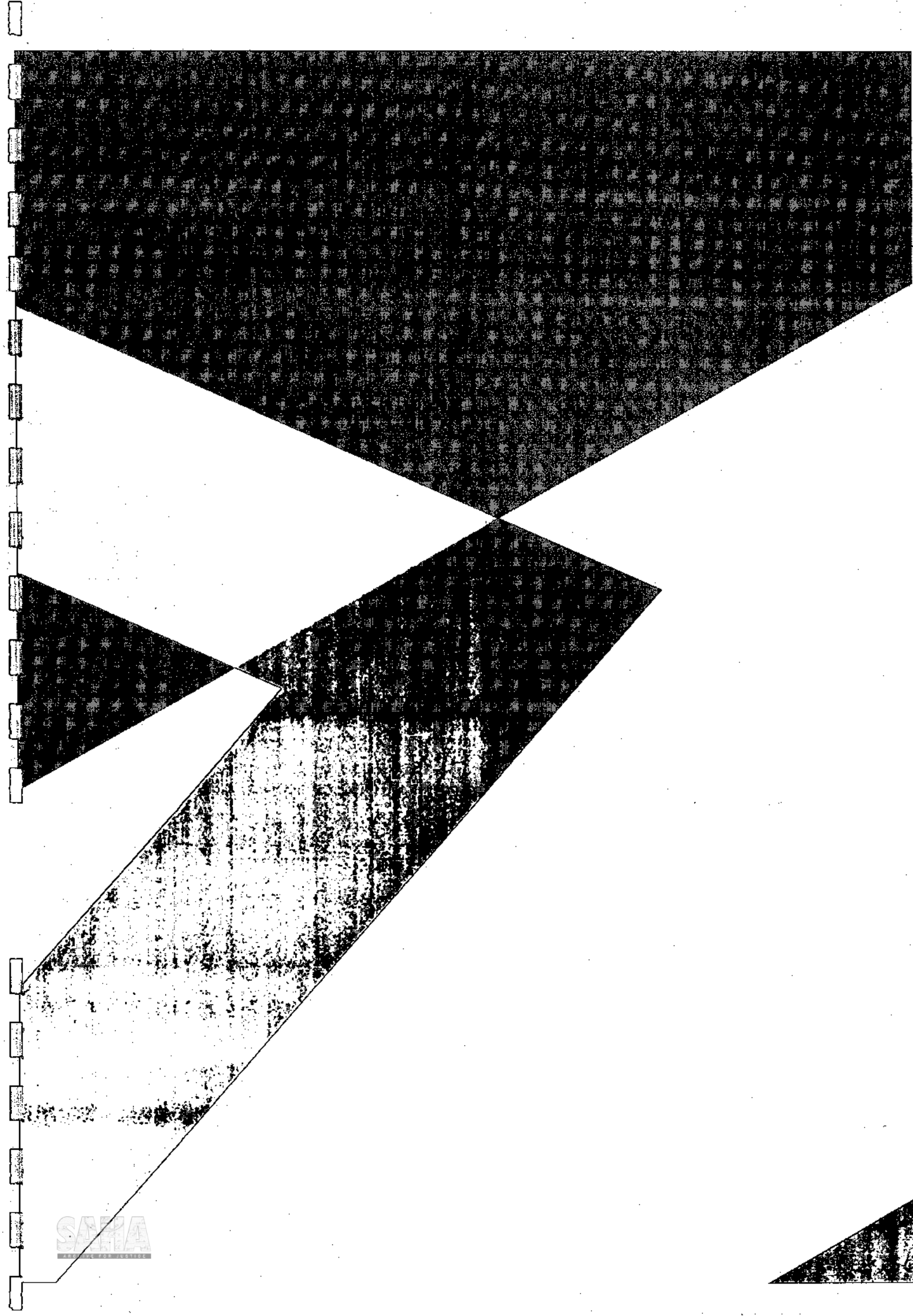
Do you think Durban should bid to host the 2022 Commonwealth Games?



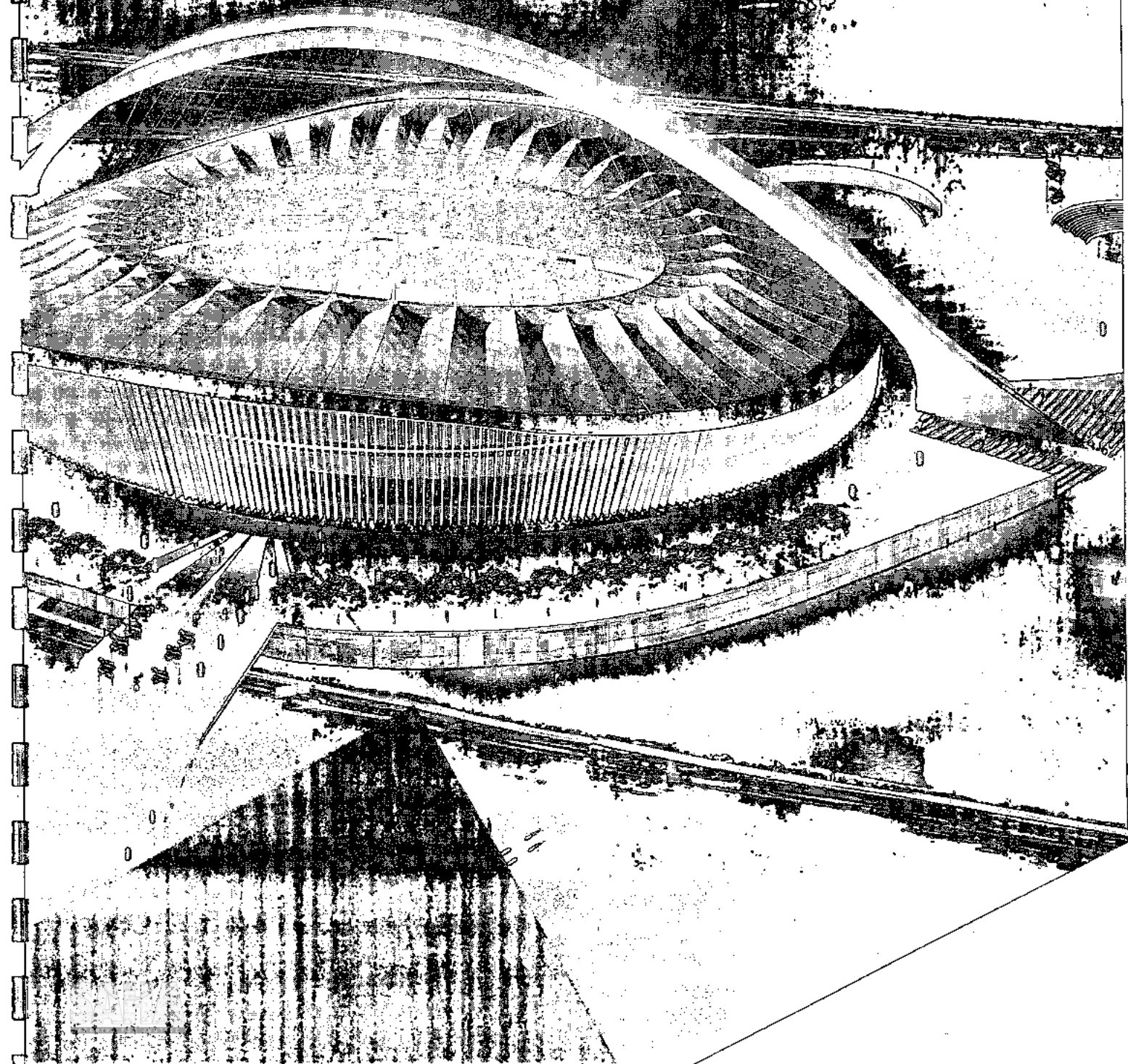
Yes No



Yes No



SUSTAINABILITY AND ENVIRONMENT



SUSTAINABILITY AND ENVIRONMENT

The Integrated Development Plan (IDP) for the city prioritises the development of a sustainable spatial, natural and structural environment, as well as creating a quality living environment. The City of Durban Climate Change Strategy is aligned with the National Climate Change Response White Paper.

The sustainability objectives for the Commonwealth Games are:

- Resource efficiency, including energy and water efficiency and the use of existing venues where practicably possible.
- Environmental considerations in the development of sustainable conservation and the showcasing of our natural environments.
- Social upliftment and involvement of local youth in the planning and hosting of the Games.
- All associated new developments and existing enhancements of the city for the Commonwealth Games will align with the city's long-term spatial planning agenda.

Sustainability principles, targets and objectives will be integrated into the planning and execution of the Games, to ensure that the city not only addresses immediate operational concerns, but that the Games leave a sustainable long-term legacy. Targets for these objectives will align with national priorities, as well as the city's strategic plans, including the city's Climate Change Strategy, and will take the environmental, social and economic impacts into consideration.

Management, monitoring and measurement

Upon establishing the OC, South African Company Law prescribes that a Social & Ethics Committee (S&EC) (i.e. Sustainability Committee) be established which will govern how sustainability will be incorporated into the entity's governance structure. The S&EC will have a mandate to provide direction and oversight to ensure that sustainability is embedded into the operations of all key delivery suppliers, which will then be monitored through agreed upon key performance indicators (KPIs). In addition, the S&EC's mandate will include supporting value creation by integrating Environmental, Social and Governance (ESG) issues into the daily business activities of the OC and Commonwealth Games operations. As such the key objectives of the S&EC will be to:

- Develop and communicate a strategy for sustainability initiatives and link those initiatives to the OC's priorities.
- Establish the material issues that could affect the Games' operations and, based on these, develop a detailed action plan.
- Oversee sustainability initiatives and make recommendations to the OC
- Set sustainability goals, targets and KPIs and monitor the reporting and progress against these.
- Collaborate with other sub-committees of the OC as to the management, monitoring, measurement and reporting on the ESG information to the OC.

Air and water quality

The City of Durban's air quality is defined as "generally good" in accordance with World Health Organisation (WHO) Standards. Air quality measurements are undertaken by SAAQIS (South African Air Quality Information System). 94% of the South African population currently has access to clean drinking water. Furthermore, water from the city can be safely consumed directly from the tap. The city's drinking water standard is recorded against the national standard SANS 241:2006 and SANS 17025: the city has received a Blue Drop Certification. Blue Drop is a Department of Water Affairs, Agriculture and Forestry (DWAF) initiative, which is a comprehensive certification process which includes other aspects such as risk management, operations, and asset management of water services.

OC's planned environmental protection objectives, targets and priorities

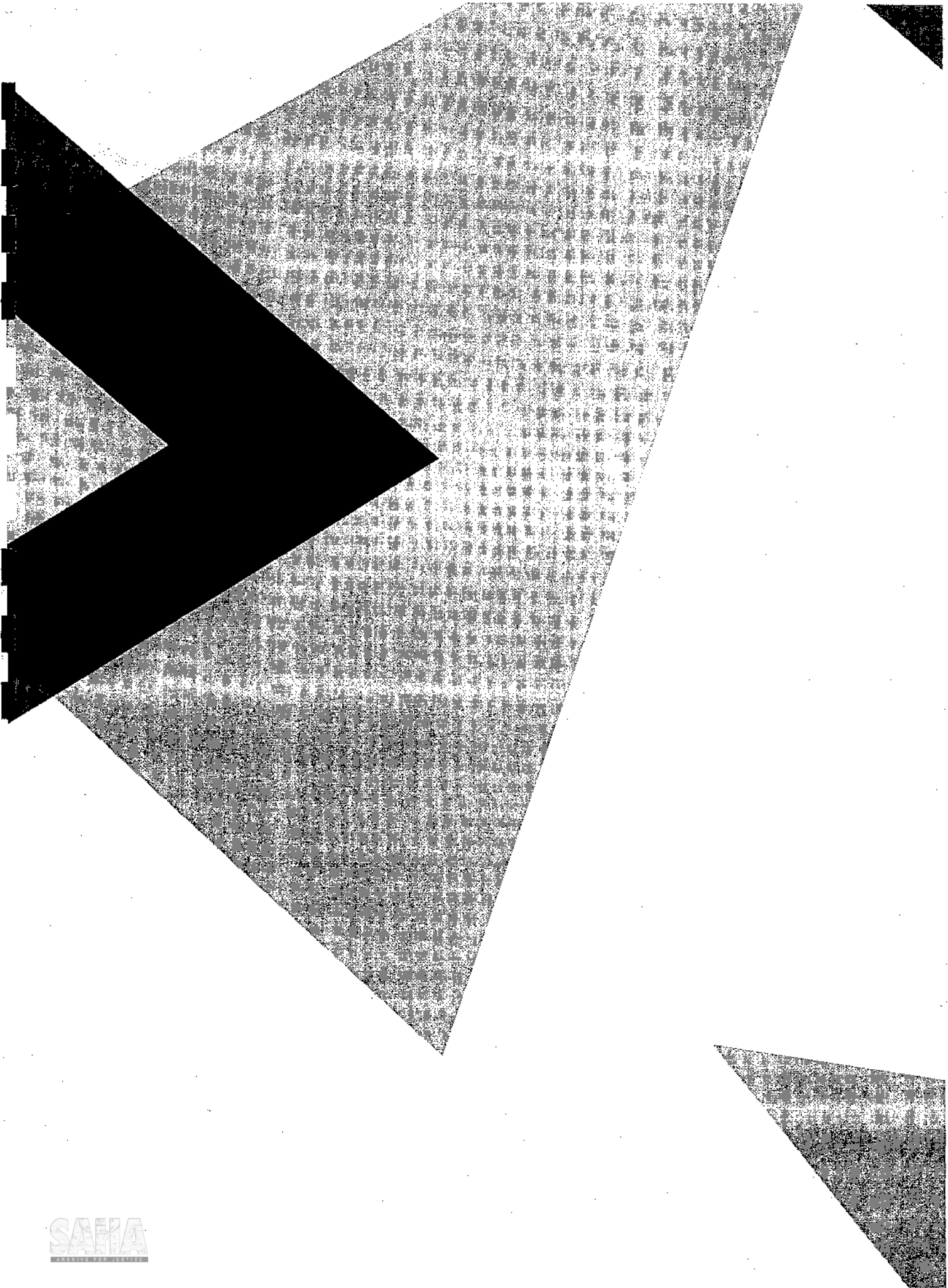
- Utilise existing facilities as far as possible and certify new venues to green building standards.
- Ensure any construction or upgrades to new or existing facilities are conducted in accordance with an Environmental Management Plan (EMP).
- Ensure that greenfield development is in line with the City of Durban's open space planning (DMOSS) requirements and objectives.
- Minimise waste generation during the Games and ensure that waste is separated at source to reduce volumes requiring landfilling.
- Ensure public transport is available to minimise the need for private transport to and from and between event venues.

METEOROLOGY

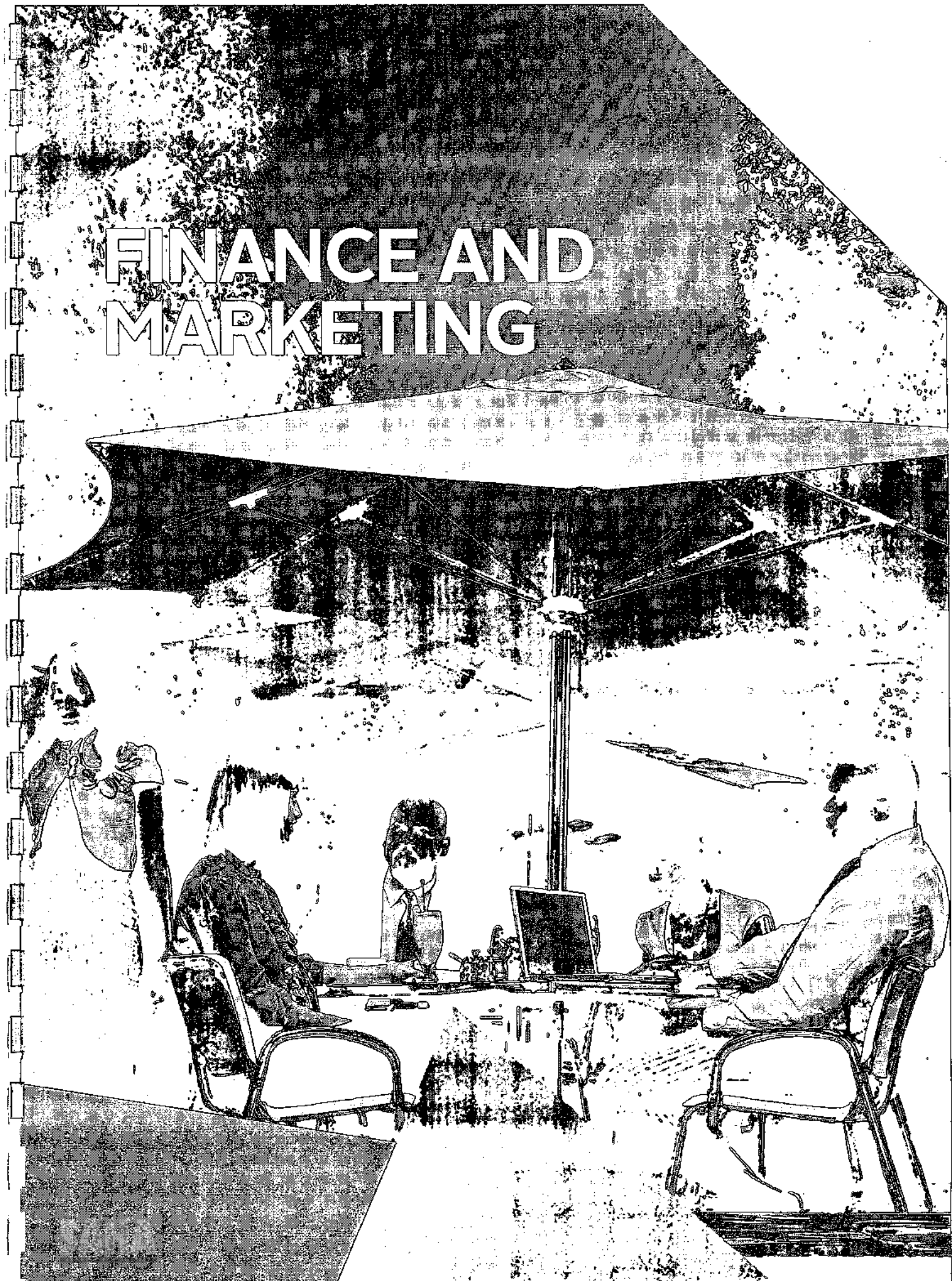
Durban has very low levels of precipitation during the proposed Games period with a maximum of two days at an average volume 0.0003016 l/m². This combined with the average wind strength of 10.8 - 14.4km/h at altitude levels of 5m at Moses Mabhida Stadium, 146m at Queensmead Hockey Stadium and 702m at Pietermaritzburg Cycling Course should provide great competition conditions.

The minimum, maximum and average temperature and humidity figures are outlined below:

Time of day	Temperature in °C			Humidity in %		
	Maximum	Average	Minimum	Maximum	Average	Minimum
Candidate City - Durban						
9 am	34.9	22.3	10.3	100	64	10
12 noon	36.4	23.7	10.9	100	64	13
3 pm	34	23.5	10.4	100	66	10
6 pm	30.7	22	9.7	100	72	18
9 pm	31.5	20.9	9.7	100	75	17



FINANCE AND MARKETING



FINANCE AND LEGAL

The Organising Committee will be a company incorporated under the Companies Act, with a memorandum and articles setting out its objectives as a Non-Profit Company (NPC). The company will be registered as a Public Benefit Organisation as envisaged in the Income Tax Act and as such, will be granted tax exemption status.

We have compiled our budget and cash flow forecast in accordance with the CGF requirements as well as those of our National Treasury. We expect to raise the requisite budget from the public and private sectors. As required, the OC has signed a Joint Marketing Agreement with SASCO (CGA) to enable us to raise sponsorship inclusive of Team South Africa and thus avoid any conflicting sponsorship approaches and sourcing.

Our budget is assured with full government support. We have provided for each CGA to receive a travel and accommodation grant for athletes, officials and certain dignitaries.

Ticketing and hospitality

Tickets will be made accessible and inclusive to the general public in South Africa and more specifically in the Durban/KwaZulu-Natal area, encouraging high attendance with a range of pricing categories to attract various communities. The categories will include, scholars, pensioners and family packages (two adults and two children) to contribute to the "family


Games" atmosphere. Appropriate sales phases will be developed to ensure all stakeholders (CGA, sponsors, international visitors and local communities) can purchase tickets at relevant times, while also ensuring a fair and equitable distribution for prime events. Ticket prices will be inclusive of public transport travel (i.e. a Games ticket will include public transportation tickets).

The OC will, as part of its broader sponsorship programme, develop a comprehensive sponsor support service. This service will not, however, incorporate a separate sponsor hospitality facility for Games sponsors; although a limited number of accredited sponsors will have access to the Games Family Lounges at each venue.

Separate to this, the OC will provide for a Sponsor Hospitality Centre/Village where Games sponsors, on a user pays basis, will be able to entertain their partners and customers. This facility will be located at the Durban Country Club approximately, 1.1km away from the Moses Mabhida Stadium (main stadium), only minutes from the city centre and less than 1 km north of Durban's Golden Mile beachfront.

This central location overlooks the iconic Moses Mabhida Stadium and offers breathtaking views of the Blue Lagoon estuary and sparkling Indian Ocean. The Durban Country Club was used as an off-site hospitality venue by various partners at the 2010 FIFA World Cup and it was a huge success.





Marketing and communication

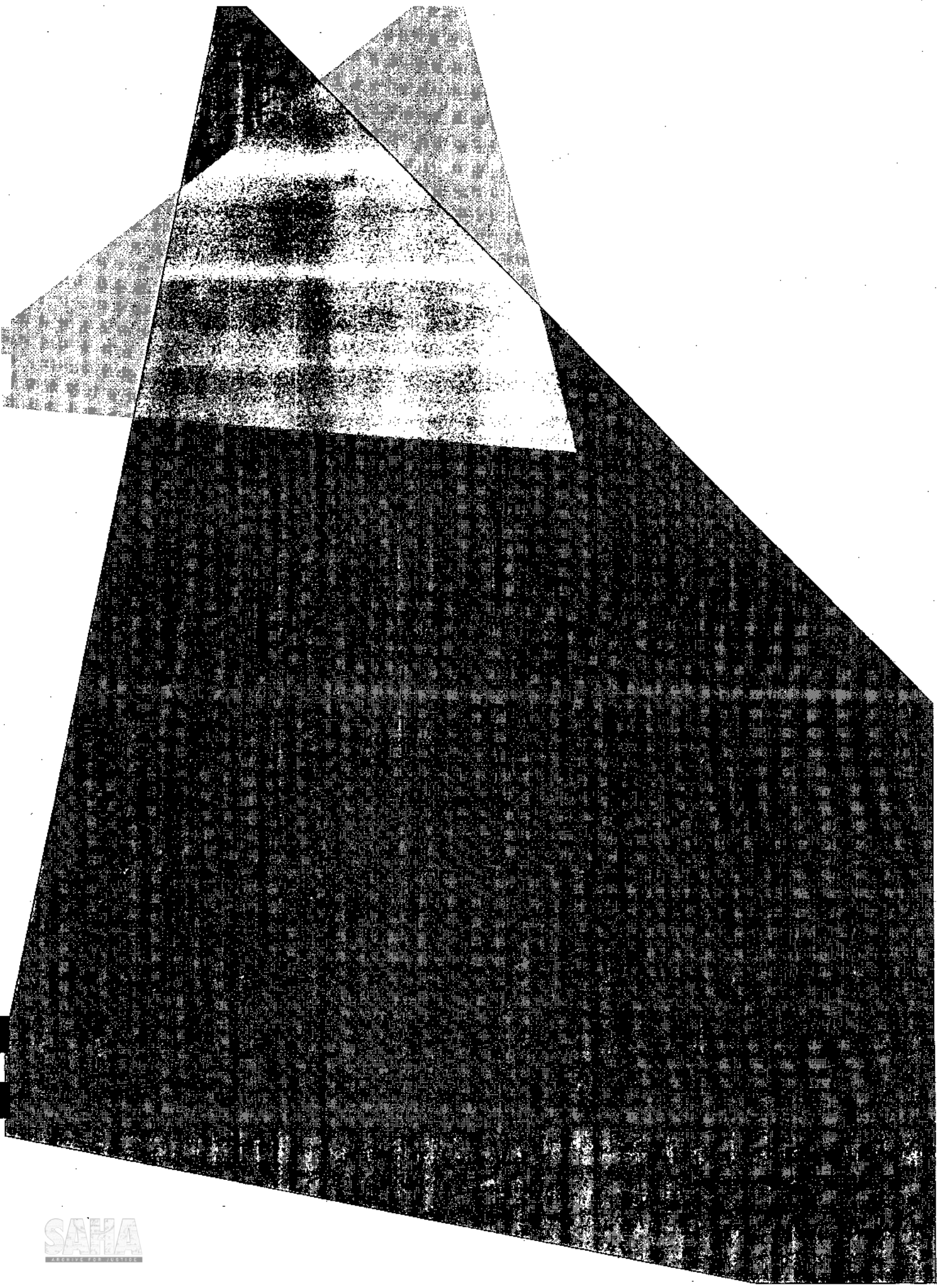
Durban's 2022 Commonwealth Games brand identity/positioning, "Ready to Inspire" amplifies South Africa's approach and desire to inspire athletes to break records, while also inspiring spectators to visit the warmest city in the country and experience the rich culture and heritage it has to offer. It also serves as a reminder to the Organising Committee, stakeholders and volunteers to inspire and be inspired to deliver the best ever Commonwealth Games. The core values of the Commonwealth Games movement: Humanity, Equality and Destiny have a strong resonance with what South Africans fought for. Now, 20 years later, the nation epitomises these core values and they form an integral part of our brand identity.

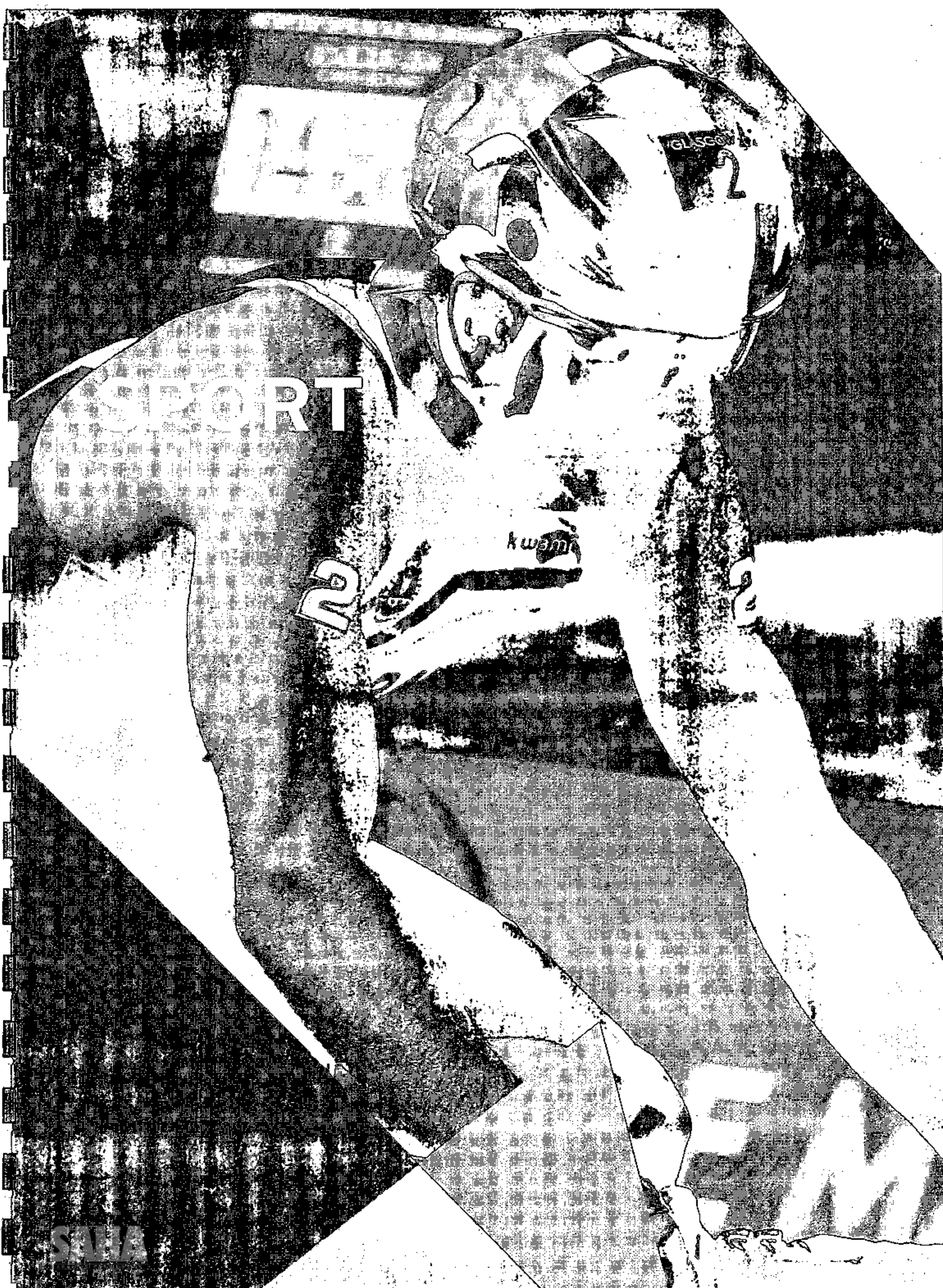
Our communication programme will be designed to ensure that the core values of the Commonwealth Games Movement are promoted and maximised.

We will implement an integrated communications strategy, utilising all elements of the marketing mix with a view to:

- 1. Building awareness** and adoption of the Games identity and calls to action.
- 2. Driving public support** and commercial backing towards the Games objectives, i.e. ticket sales, rights sales, volunteer programme recruitment, legacy programme fulfilment etc.
- 3. Engaging effectively** with locals, businesses, stakeholders and internationals, making them feel part of the Games.
- 4. Promoting the City of Durban** as the warmest city and as a five-star tourist destination with a proven track record of hosting major sporting events.

In partnership with all key stakeholders in sport, government, and tourism, as well as our local and global media partners, key messaging layers of the brand identity will be driven strategically across target market segments and project milestones. The underlying themes are South Africa's story of reconstruction and development to build a more inclusive and empowered nation- and Durban is ready!





SPORT

kwami

22

EL SCOR

2

22

SALIA



Introduction

Sport has played and continues to play a pivotal role in unifying South Africans through its ability to transcend race, gender and politics. South Africa is a sporting nation which prides itself on its ability to deliver world-class events. Given the legacies of our previous eventing successes, hosting the CWG 2022 will continue to build our national pride and confirm South Africa's position as a strong sporting nation with the capacity to deliver both on and off the field of play, thus delivering on the CGFs vision "...to dynamically promote and celebrate a unique, friendly and world class Games."

We have taken into consideration the broader international sporting calendar so as to balance competing demands placed upon all Games participants in choosing the dates and sporting codes for the Durban 2022 Commonwealth Games. The dates selected will coincide with South Africa's school holidays and thus assist in ensuring that all South Africans have the opportunity to engage with the Games. Durban's cool climate, during this time of the year, and its sea-level altitude provide ideal conditions for athlete performance, which will further enhance broadcast and spectator appeal. With the majority of sports venues in a single cluster of 2.5km radius, the overall Games experience for all participants will be further enhanced.

Hosting experience

South Africa has **unparalleled and extensive experience in successfully hosting** the 18 sporting codes that have been selected (incl. wheelchair basketball) and the para-sport events at an international level. Durban as a city has played host to numerous global events, which include the FIFA 2010 World Cup, the 1995 Rugby World Cup, the 2003 Cricket World Cup, the IPC Swimming World Champs 2006, the FINA Swimming World Cup in 2006 & 2008, the BG Triathlon World Cup 2008, the 2012 UCI MTB World Cup (Pietermaritzburg), and the FIVB Beach Volleyball 2013. South Africa also has multi-sport event experience, including the 1999 All Africa Games (Johannesburg) and the 2013 World Transplant Games (Durban). The City of Durban's existing infrastructure provides the necessary strong foundation for the hosting of a truly successful Commonwealth Games for all participants. The minor supplementary additions made to these facilities, including roads and infrastructure, will leave a solid legacy in the city for years to come.

"...to dynamically promote and celebrate a unique, friendly and world class Games."

We have chosen (as illustrated in the competition schedule) Basketball (Wheelchair), Cycling, Shooting, Table Tennis, Triathlon, Wrestling and Judo as our optional sports.

COMPETITION SCHEDULE

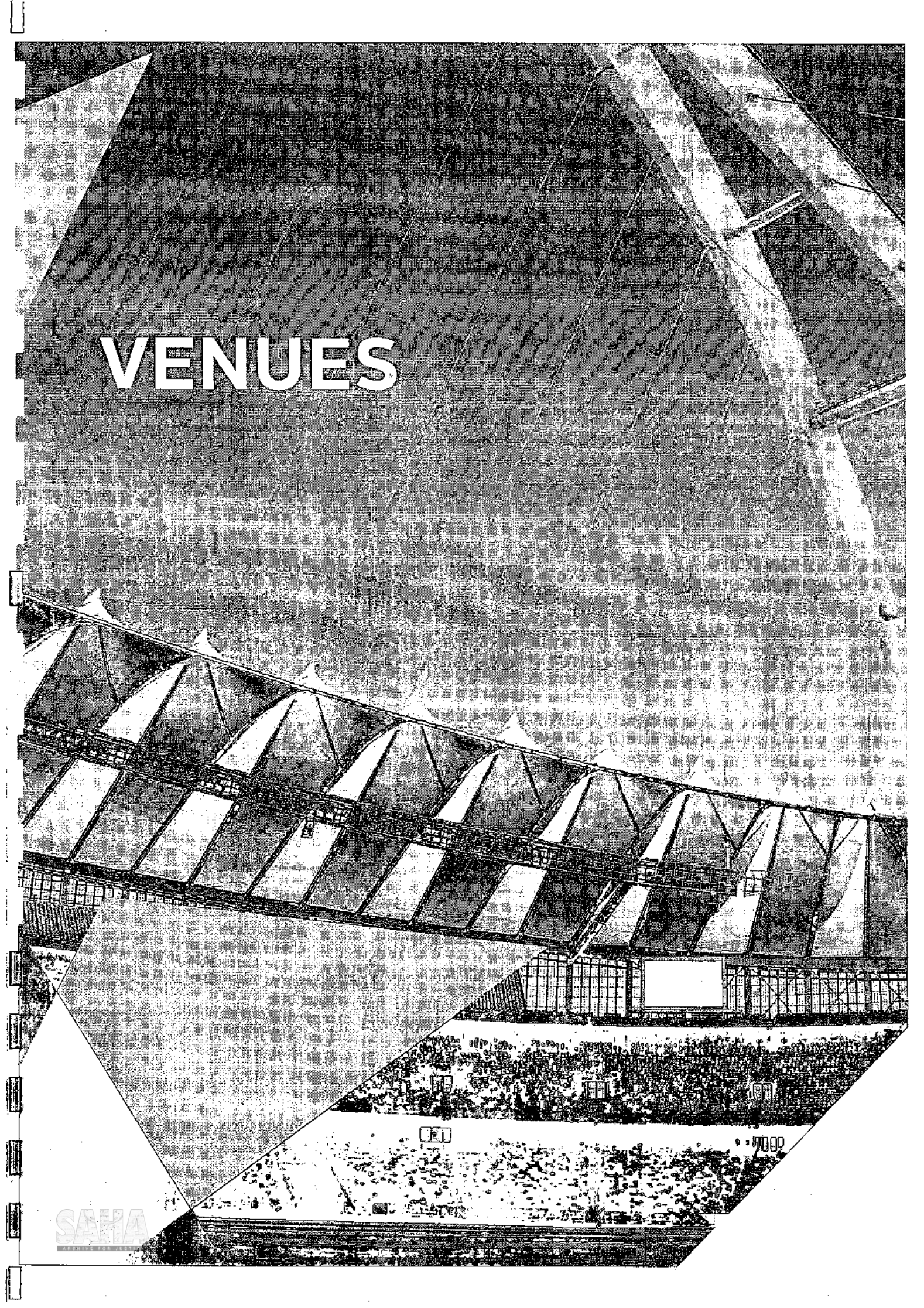
Sport/ Discipline Event	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total Gold Medals
	17-Jul	18-Jul	19-Jul	20-Jul	21-Jul	22-Jul	23-Jul	24-Jul	25-Jul	26-Jul	27-Jul	28-Jul	29-Jul	30-Jul	
	1	0	1	2	3	4	5	6	7	8	9	10	11	12	
Opening Ceremony															
Closing Ceremony															
Aquatics (M/W)								5	7	9	5	11	7		44
Swimming								H/SF/F(5)	H/SF/F(5)	H/SF/F(8)	H/SF/F(4)	H/SF/F(9)	H/SF/F(7)		(38)
Para-Swim									F(2)	F(1)	F(1)	F(2)			(5)
Athletics (M/W)			4	3	5	8	10	10	14						34
Athletics			H/O/F(3)	H/O/F(2)	H/O/SF/F(5)	H/O/SF/F(8)	H/O/SF/F(8)	SF/F(7)	F(11)						(44)
Para-Athletics								H/SF	SF/F(3)	F(3)					(5)
Marathon/Walk			F(1)	F(1)				F(2)							(4)
Badminton (M/W)				P	P	P	QF/SF	B/F(1)	P	P	QF	SF	F(5)		6
Basketball (M/W)								2							2
Wheelchair			P	P	P	QF	SF	B/F(2)							(2)
Beach Volleyball (M/W)							P	P	P	P	QF	SF	F(2)		(2)
Boxing (M/W)				P	P	P	P	P	P		SF	F(13)			11
Cycling (M/W)			2								2			2	5
Mountain Biking			F(2)												(2)
Road														F(2)	(2)
Time Trial								F(2)							(2)
Hockey (M/B)				P	P	P	P	P	P	P	SE	SF	B/F(1)	B/F(1)	2
Judo (M/W)			4	5	5										14
			R/F(4)	R/F(5)	R/F(5)										(14)
Lawn Bowls (M/W)							2	2	2	1	1	2			10
Para-Lawn Bowls			P	P	P	P	P	P	F(2)		SF/F(1)	F(2)			(8)
Netball (W)				P	P	P	P	P	P	P	P	P	SF	B/F(1)	1
Rugby Sevens (M/W)											P	QF	SF/B/F(2)		2
Shooting (M/W)			4	5	4	2	2								17
Practical					F(1)	F(2)	F(1)	F(1)							(5)
Clay Target			F(1)	F(1)	F(2)	F(1)	F(1)								(6)
Small Bore			F(3)	F(3)											(6)
Squash (M/W)			P	P	P	SF	F(2)	P	P	P	SF	F(1)	B/F(2)		5
Table Tennis (M/W)						1	1				2	3	2		9
Para-Table Tennis			P	R	SF	F(1)	F(1)			P	P	SF	F(2)		(7)
Tennis (M/W)			1		1						1				(3)
			F(1)		F(1)						F(1)				(3)
Weightlifting (M/W)			2	2	2	2	2	2	2	2	1	4			15
Para-Weightlifting			F(2)	F(2)	F(2)	F(2)	F(2)	F(2)	F(2)	F(2)	F(1)		F(4)		(15)
Wrestling (M/W)								5	5	4					14
								P/SF/F(5)	P/SF/F(5)	P/SF/F(4)					(14)
Total Gold Medals			11	14	18	15	19	29	30	17	11	34	21	4	223
Para-Sport								5	7	1	1	6	2		22

Comp Days	Male Participants	Semi-Final	Preliminary
Ceremonies / Gala	Female Participants	Quarter-Final	
Number of Gold Medals	Final (1 medal awarded)	Bronze Medal / Play Off	

An abstract graphic design featuring several overlapping geometric shapes. A large, light-colored shape with a halftone dot pattern is the central focus. It is partially overlapped by a dark, solid-colored shape on the left and another dark, solid-colored shape on the top right. A white diagonal band cuts across the composition. The overall style is high-contrast and minimalist.

SAHA

VENUES



OUR TRACK RECORD AND UNIQUENESS

Durban has hosted numerous major global sporting events which have been staged in world-class venues and have placed us among the top host nations.

The existing infrastructure thus lends itself to hosting a successful Commonwealth Games for all participants. The city is home to the world-class Moses Mabhida Stadium, which was completed in 2009, in time to host several matches during the Fifa World Cup in 2010. In addition, there are numerous other sports venues within close proximity to Moses Mabhida that are regarded as among the best sports facilities on the continent.

Durban as a host city is unique in that it has fully developed 80% of the Games venue requirements within a 5km sporting precinct. This will offer spectators a Games experience unlike any other, with the compact nature of the competition adding to the celebratory mood as numerous spectators congregate along the Commonwealth Golden Mile daily, sharing experiences and looking forward to the next event. With well-developed walkways, public transport systems and interconnecting routes, spectators will readily be able to travel through the city, and enjoy direct access to competition venues from various drop-off points.

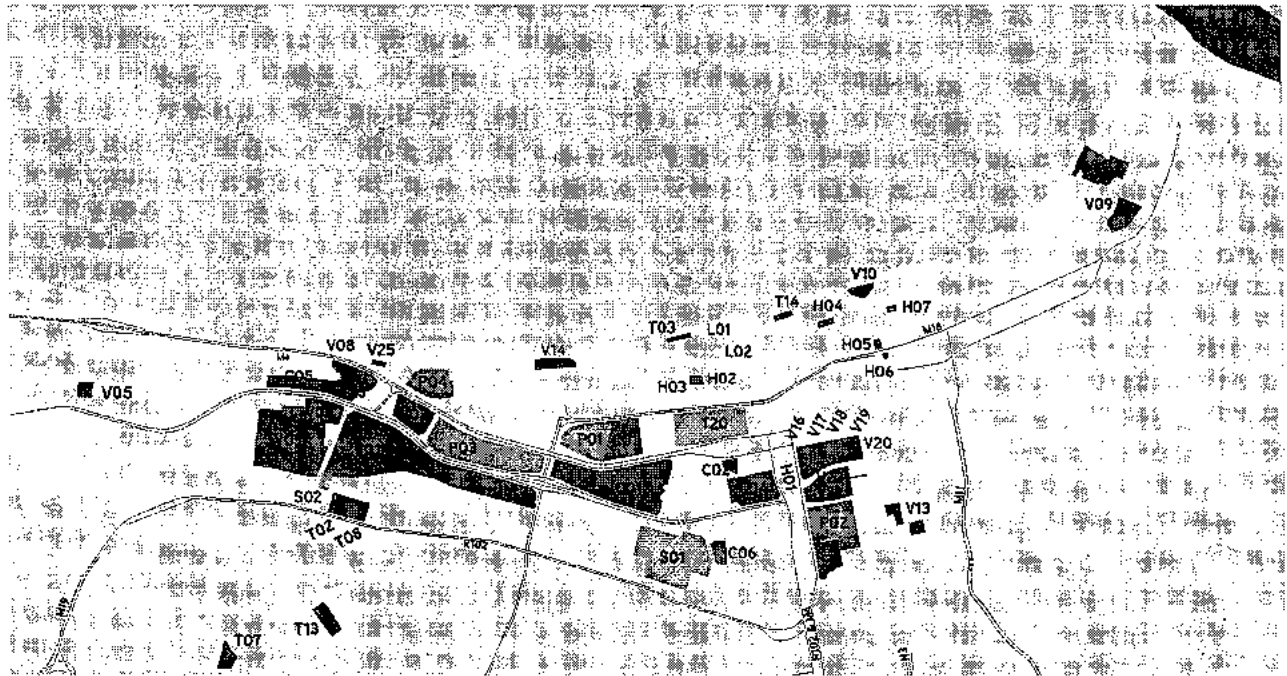
Procurement

The Municipal Financial Management Act (MFMA) compels public institutions to procure goods in a prescribed manner. Tenders are one such manner used to secure supplies of goods and services

and are an integral part of Supply Chain Management. The Municipality will ensure that the tender process is fair, transparent and equitable, and cost-effective for all parties.



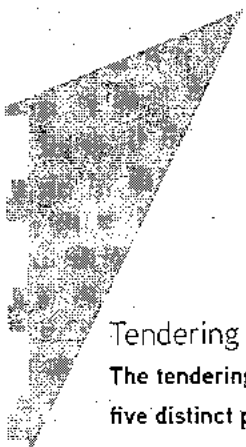
Venues Map



A. PRECINCTS	
A01	Games Precinct
A02	Games Village
A03	Hotels-Golden Village
A04	Hotels-Umhlanga
C. OPERATIONS CENTRES	
C01	Uniform and Accreditation Centre
C02	Broadcast Centre
C03	Security Operations
C04	Press Centre
C05	Hospitality Centre
C06	Joint Operations Centre
C07	Village
C08	Games Headquarters
H. HOTELS	
H01	Main Hotel (Hilton)
H02	Press Hotel (Elangen)
H03	Press Hotel (Maharani)
H04	Press Hotel (North Beach)
H05	Technical Offices (Coastlands)
H06	Technical Offices (Seaboard)
H07	Technical Offices (Garden Court)
L. LIVE SITES	
L01	Cultural Village
L02	Concert Area
L03	Kings Park
S. SITES	
S01	Drive in Site
S02	Centrum Site
S03	Kings Park
S04	Suncoast
S05	Port Natal School
U. VENUES	
U01	Umgen Stadium
U02	MMS Stadium
U03	Durban Harbour
U04	King Shaka Airport

V. VENUES	
V01	Rachel Pinklayson Pool
V02	King Park Pool
V03	King Park Rugby Stadium
V04	King Park Athletic Stadium
V05	Collegians Bowling Club
V06	International Convention Centre
V07	Exhibition Centre
V08	DCC Bowling Green
V09	Ushaka Marine World
V10	New Beach
V11	Queensmead
V12	Bluff Headlands
V13	City Hall
V14	Pirates Club
V15	Westville Indoor Centre
V16	KCC Wall 1
V17	KCC Wall 2
V18	KCC Wall 3
V19	KCC Wall 4
V20	KCC Arena
V21	DEC Hall 1
V22	DEC Hall 2
V23	Westville Squash Centre
V24	PMB Track
V25	Beachfront - Basketball
T. TRAINING VENUES	
T01	Chatsworth Stadium
T02	Badminton Centre
T03	North Beach
T04	Durba University
T05	University of Kwazulu Natal
T06	Giba Gorge
T07	Morningside Sport Club
T08	Stamfordhill Bowling Club
T09	Northlands Bowling Club

T10	Mount Edgecomb CC
T11	Umhlanga Bowling Club
T12	Durban Girls College
T13	Clifton College
T14	Rachel Finlayson Pool
T15	Port Natal School
T16	Northwood School
T17	Riverside Sports
T18	DHS School
T19	Maris Stella School
T20	Hoy Park
T21	Danville School
T22	Crusaders
T23	Durban Country Club
T24	Crawford La Lucia
T25	Lahee Park
T26	Mangosina University
T27	Durban Girls High
T28	UKZN Howard Campus Pools
T29	Eden College
T30	Penzance School
T31	Glenwood High School
T32	Manor Gardens School
T33	DPHS School
T34	Ridge Park School
T35	Gordon Road Girls High
T36	Dur Lady of Falmis School
T37	Chelsea Primary
T38	Northland Girls High
T39	Bera Rovers
T40	Kwamashu Stadium
T41	Stenmore Swimming School
T42	Stenmore Hall
T43	UKZN Westville Pool
T44	Umhlanga Swimming Pool



Tendering process

The tendering process comprises five distinct phases:

1. Compiling tender documents

Tender documents define the rights, risks and obligations of the parties involved in a contract and define the nature, quantity and quality of the goods, services or works to be provided in the performance of the contract. Accordingly, such documentation must be legally and technically correct and should assign risk in an appropriate manner.

2. Inviting tenders Bids are advertised by means of public advertisement in the local newspaper, the website of the municipality and / or any other appropriate ways (which may include an advertisement in the Government Tender Bulletin). An Invitation to Tender is issued to the supplier tendering. The Invitation to Tender includes details of the municipality's requirements for the particular contract.


3. Receiving tenders Tenders shall be submitted in accordance with requirements set out in the Invitation to Tender. Tenders are kept in a safe place and remain unopened until the time and date specified for their opening. No tenders received after the

specified date and time for their receipt shall be considered by the municipality. An immediate record is made of the tenders received, including names, addresses, value and the date and time of opening.

4. Evaluating tenders According to the prescripts of section 2 of the Preferential Procurement Policy Framework Act (PPPFA), No. 5 of 2000, tenders must be evaluated in accordance with a preference point system. The criteria on which tenders are evaluated are set out in the tender documents. The method of evaluation is concluded and documented before tenders are returned. If tenders are to be evaluated on the basis of price, quality and preference, the evaluation criteria and methodology must have been approved by the Bid Specification Committee (BSC) before the Invitation to Tender is issued. For each contract above R200 000, the Evaluation Committee is responsible for evaluating tenders. The report is then forwarded by the Tenders and Contracts Coordination Branch to the Bid Evaluation Committee.

This committee is a standing committee responsible for the evaluation of bids received, and submits reports and recommendations regarding the award of the bid/s to the Bid Adjudication Committee.

5. Clearing successful tenders and awarding contracts A contract is only awarded by an official with the requisite delegated authority to award contracts. The contract award notice is undertaken by the Tenders and Contracts Coordination Branch once the adjudication has been finalised and the successful/ unsuccessful tenderers are notified in writing.



Appeals/complaints

The complainant has a legal right to make a formal appeal against any decision taken by the council or its officials in terms of Section 62 of the Municipal Systems Act. The Act sets out the appeal process, which is followed. Simply, an appeal to the government is lodged and a committee must be set up within six weeks to look at the appeal. The appeal committee will provide a decision within a reasonable period of time.

Environmental impact assessment

Environmental Impact Assessments (EIAs) are carried out on all projects. An EIA describes a variety of processes used to assess the environmental impact of a proposed development as well as ways of mitigating the impact. The eThekweni Municipality complies with the EIA and will perform the assessments for any new permanent construction and/or Games Overlay.

Submission of tenders by foreign companies

Foreign companies will be encouraged to participate in the tendering process for the Commonwealth Games facilities where they can demonstrate that they have the necessary financial capability and technical expertise to undertake the projects.

The South African Government is party to a number of trade agreements facilitating participation for foreign companies to bid for tenders in South Africa. These include:

- Southern African Customs Union (SACU)
- Southern African Development Community (SADC) FTA
- Trade, Development and Cooperation Agreement (TDCA)
- EFTA-SACU Free Trade Agreement (FTA)
- SACU-Southern Common Market (Mercosur) PTA
- Zimbabwe/South Africa bilateral trade agreement.

Fast tracking

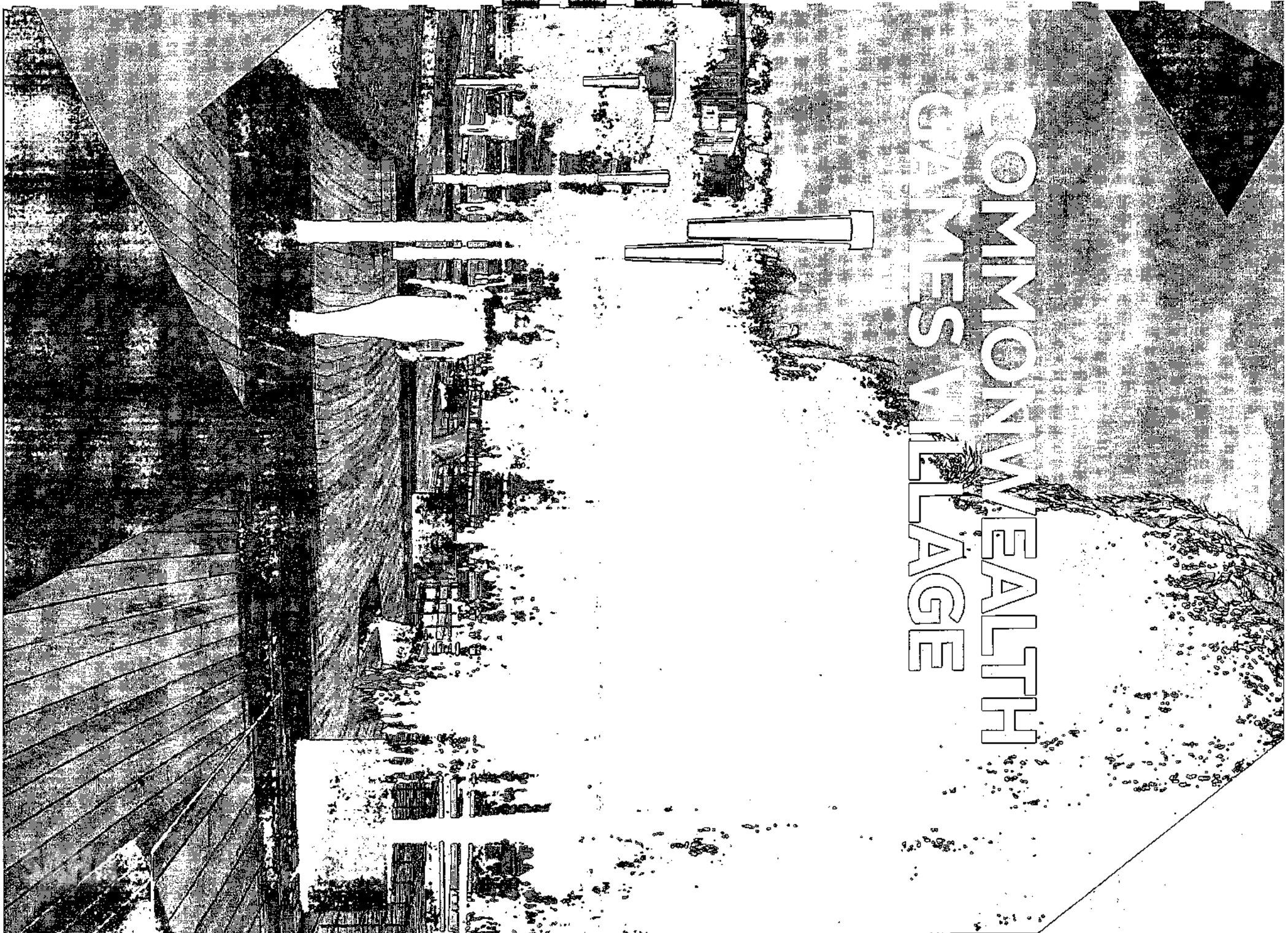
The municipality is regularly required by client stakeholders and funding authorities to fast track projects based on urgency. The fast tracking and delivery of 2010 World Cup projects showcased the skills and talents of South African engineers, architects and designers as well as the many other professionals responsible for making sure the infrastructure was in place to host a successful event and beyond that, to leave a vital legacy for future expansion and development.

In addition to fast tracking the tendering process, the South African Government will introduce legislation to enable the 2022 Commonwealth Games to provide for the delivery of Game's services and infrastructure within the timeframes required by the Commonwealth Federation.

Venue Proposal

Venue	Sport Code/ Facility	Required Capacity (seating)	Proposed Capacity	Training Venue	Training Venue	Training Venue	Training Venue	Training Venue
Option 1 - Rachel Finlayson Pool (Beachfront)	Aquatics (Swimming)	5000	5000	Kings Park Pool	Chatsworth Stadium Pool	UKZN Westville Campus	Stanmore Swimming Pool	Umlazi Swimming Pool
Option 2 - Kings Park Pool	Aquatics (Swimming)	5000	2500	Rachel Finlayson	Chatsworth Stadium Pool	UKZN Westville Campus	Stanmore Swimming Pool	Umlazi Swimming Pool
Moses Mabhida Stadium	Athletics - Track and Field	40000	54000	Chatsworth Stadium	KwaMashu Stadium			
City Hall/MMS	Athletics - Marathon		5200					
ICC Halls 5/6	Badminton	2500	2000	Badminton Centre	DHS	Glenwood HS		
New Beach	Beach Volleyball	3000	3500 (main) 1500 (side courts)	North Beach				
ICC Arena	Boxing	3000	3464	UKZN campus	Northwood	M.U.T	Stanmore Hall	
Moses Mabhida	Ceremonies	40000	54000					
Pirates (promenade) Next to Suncoast	Cycling - Road and Time Trials	1000	1800					
Cascades MTB Park	Cycling - Mountain Biking	1000	2000	Giba Gorge				
Queensmead	Hockey	5000	5000	Riverside Hockey Club	DGC	Northwood Bays		
ICC Hall 2	Judo	2500	3450	Manor Gardens	Danville School	Ridge Park High	Gordon Road Girls Primary	
Collegians/Durban Country Club	Lawn Bowls	2500	2540	Morningside	Mount Edgecombe CC	Umlhanga Bowling Club	Northland Bowling Club	
DEC Hall 1	Netball - Preliminaries	2500	2500	Maris Stella	Danville School	DUT	Port Natal School	
ICC Halls 5/6	Netball - Finals	5000	3600					
Kings Park Rugby Stadium	Rugby 7s	10000	54202	DHS	Crawford	Northwood Boys	Glenwood High School	
Bluff Military Base	Shooting - 50m,25m,10m Rifle,Pistol,Shotgun	1000	2000					
UKZN - Westville	Squash	2500	2600 (final) + 360 semis + 550 round robin	Durban Country Club	Mount Edgecombe Country Club	UKZN Howard Campus	Berea Rovers	Crusaders
DEC Hall 2	Table Tennis - Preliminaries	2500	500	George Campbell High	Our Lady of Fatima	Chetsea Prep	Penzance School	
DEC Hall 1	Table Tennis - Finals	2500	2500					
Start at Vetchy's Pontoon/ Finish at USBaka Parking	Triathlon	2000	2000					
ICC Hall 1	Weightlifting/ Powerlifting	2500	1700	DHS	Glenwood Boys	DGHS	DPHS	Eden College
ICC Hall 2	Wrestling	2500	3450	DUT	Northwood Boys	Durban Girls College	Northlands Girls	Maris Stella
Option 1 - UKZN Westville	Wheelchair Basketball	2500	2600	DUT	Hoy Park	UKZN Howard Campus		
Option 2 - (Beachfront)	Wheelchair Basketball	2500	2300-2500					

COMMONWEALTH GAMES VILLAGE



CONCEPT

The Games Village (11.2 hectares) is located in Cornubia and is approximately 19km from the main Games Precinct and 15km south of the new King Shaka International Airport. The development of Cornubia is in response to the housing needs in the City of Durban. The city's Integrated Development Plan proposes Cornubia as a mixed use and mixed development priority project spanning more than 20 years.

The building of the Commonwealth Games Village is founded on this plan and would act as a catalyst to fast track

gap housing needs identified as vitally important in this proposed suburb.

Over 60% of the (total) Cornubia development will accommodate fully subsidized houses for those who qualify for a provincial housing subsidy, affordable housing for low-income households (rental) as well as middle to high-income bonded (mortgaged) housing. More than half the site will accommodate affordable housing.

The village has been designed **to provide a world-class facility which meets the**

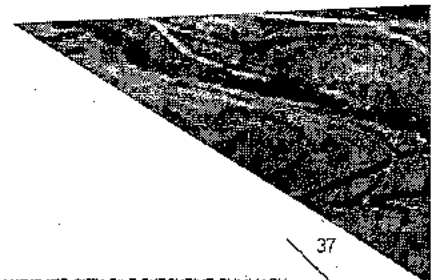
specific needs of the Games. Built to the highest environmental and design standards, it will provide a quality living environment for athletes and team officials, while at the same time it will be specifically designed to create a new suburb. The development on such a greenfield site will adhere to the principles of sustainable development at all stages and this will be reflected in aspects such as the adoption of sustainable construction methods and building materials.

Design

The design concept meets and exceeds the specific requirements as detailed in the Candidate City Manual. The Games Village design promotes both contemporary architecture and landscape design. In developing both concept and design, advice has been taken from athletes who have lived in other athletes' villages, as well as international benchmarking and research.

The design principles which have been applied to the Games Village include:

- Ensuring that athletes have easy access to the international zone and athlete services from the residential areas.
- Separating busier service areas from the quieter residential zones by smart use of both landscaping and the site's character.
- Maximising the relationship between the site and Marshall Dam
- Ensuring a well-designed development, thereby offering a pleasing and functional environment for the athletes, as well as underpinning the certainty of future sales of the property.
- Providing a diverse range of apartment types, finished to the highest design specs, to serve both the Games' needs and its longer term sustainability.
- Concentrating on all environmental issues by the comprehensive provision of well-planned green 'spaces' and water features throughout the site.
- Facilitating immediate ease of orientation by athletes and officials and efficient use of transport to and from the village to their onward Games' centres/venues through the effective use of the dressing and livery of the village.
- Creating a network of people-focused streets and pedestrian walkways to enable easy access between residences and destinations within the village. Public and private open spaces will set the scene for casual interaction, relaxation and recuperation within the Residential Zone and celebrations within the International Zone.



Accommodation

The accommodation will be an attractive mix of apartment types, giving maximum flexibility for the Games, as well as for onward sale after the Games. All the residences will be permanent buildings.

The Village will comprise a variety of apartment types and sizes, as follows:

- 10 x 7 storey apartment blocks with 2,3 & 4 bedroom apartments.
- 18 x 4-6 storey apartment blocks with 3 & 4 bedroom apartments.
- 10 x 3 storey apartment blocks with 2,4 & 5 bedroom apartments.

Type of Room	No. of rooms	No. of beds	No. of rooms (% wheelchair accessible)
Single rooms	270	270	0
Double rooms	3120	6240	360 (11.5%)
TOTALS	3390	6510	360 (10.62%)

Table 7.13 - Number of rooms and beds

The CGF requirements for bedroom size, office space and living space will be met for the Games mode. The living space requirements for athletes and officials within the residential units will comply with CGF standards. The basement car parks of the apartment buildings contain secure storage areas for the CGA and Residential Zone storage and housekeeping services.

Considerations for athletes with disabilities

The village will be constructed in compliance with the South African National Standards 10400-S (SANS 10400-S), which are in line with international accessibility standards. Meeting these standards will ensure everyone has access between the residential zone, transport mall, main dining hall and other essential services in the village.

Village facilities both on the site and within the buildings will be accessible to all persons, abled and disabled. Facilities that are included within a building exclusively for use by persons with disabilities will be marked with the recognised international symbol at both the access and exit routes. A total of 360 rooms (720 beds) (approximately 11.5%) will be wheelchair accessible.



Access and safety

Vehicle movements to and from the village and Games venues will be supported by planned major road upgrades.

- The entire site will be enclosed within a high security zone incorporating a limited number of secure access points using the latest scanning technologies, with full perimeter fencing, comprehensive 24/7 CCTV coverage from a Village Control Centre.
- The village will have its own extensive transport mall accessed directly from the north-east end, providing regular and frequent bus access to and from all the Games' venues. The transport operation will run 24/7 with the bus fleet services deployed to meet demand.

Sustainability and legacy

The planning of Cornubia is based on the principles of sustainable development with higher densities, a wide range and integration of income levels, employment and economic opportunities, substantial provision for schools, clinics and other social facilities, extensive open spaces, and supported with viable non-motorized and public transportation.

Post Games, the village will become a new **gap housing neighbourhood** in Cornubia. As part of the legacy, it will be a residential complex in the western expansion of Umhlanga Ridge, a developmental area of 11.2ha comprising between 800 and 1,500 residential units and a small club house with all relevant social amenities.



SAHA
ARCHITECTS



MEDICAL AND DOPING CONTROL

MAKING CARE OF GAMES ATTENDEES

One of the most important responsibilities of the OC is to ensure that all participants of the 2022 Commonwealth Games have access to excellent medical facilities and treatment.

While we hope that the need for emergency medical attention will be absolutely minimal, we can assure all athletes, officials and spectators of the Commonwealth Games that we are capacitated and ready to deal with any medical emergency that may arise.

While there were no major incidents for the World Cup 2010, we are now in a position to offer a higher quality service.

Our facilities

Having hosted major events, we have excellent expertise in managing all our medical resources. Our medical facilities are world class and we have highly trained medical experts who will be on hand to assist us should any need arise.

Accredited medical personnel to complement the athletes' own medical staff will ensure that our athletes never have to worry about waiting too long for medical attention.

Our support services (i.e. transport, first aid, and emergency services) are also highly regarded and are committed to ensuring public safety using their world-class infrastructure.

Anti-doping

With regard to anti-doping measures, we want to assure the rest of the world that all our athletes rely on natural ability and effort. During the 2022 Commonwealth Games it would be no different. We have a strong culture of sportsmanship and believe that participating at this level is a victory in itself.

South Africa has legislation on doping in the form of Anti-Doping, Act 14 of 1997. In addition, this legislation governs the South African Institute for Drug-Free Sport (SAIDS), the controlling body for anti-doping in our country. South Africa also has anti-doping rules in place which are compliant with the World Anti-Doping Agency (WADA).

There is no WADA-accredited laboratory located within Durban. However, the closest WADA-accredited laboratory is located in Bloemfontein and will be used for the Commonwealth Games. The Bloemfontein laboratory is about 644km from Durban and has the capacity to do both urine and blood samples. These samples will be transported by air - a 1h25min flight from Durban to Bloemfontein. In addition, a satellite laboratory within the Commonwealth Games precinct will be set up for the duration of the Games.



SAFETY AND SECURITY

TRACK RECORD

Durban has extensive experience in the provision of security for various sporting and non-sporting events, with the most notable of these being the Fifa World Cup 2010 matches played in the city. As such, we have an excellent track record in hosting safe events and will use past experiences to ensure that all our athletes, officials, spectators and other stakeholders can participate in and enjoy the Games with minimal intrusion by security personnel.

Durban is one of the safest cities in South Africa and because it is a major tourist destination, there is vast experience in keeping a large number of people safe at all times. We therefore have what it takes to deal with large numbers safely and sensibly.

Security strategy

Our strategy will ensure maximum safety at each competition and non-competition venue with our main priority being to deliver a safe Commonwealth Games for all.

Anti-terrorism

South Africa has a low terrorism risk profile compared with many countries and has highly developed counter-terrorism capabilities. South Africa is able to secure its borders and has a high degree of control over persons seeking entry to the country. This, coupled with effective intelligence, has allowed South Africa to minimise the potential for foreign terrorists to enter the country.

The activities of South African authorities and their positive links with local communities results in a difficult operating environment for terrorists in South Africa.

Legislative requirements

The Safety at Sports and Recreational Events Act (SASREA) permits the formation of a single management structure to coordinate the planning, delivery, and administration of resources, for the purpose of ensuring event security. The Act imposes onerous obligations on event organisers to ensure safety and security at events, and the principles embodied in the Act were applied during the organisation of the successful 2010 Soccer World Cup. Section 15 of the Act makes provision for the establishment of an event safety and security planning committee comprising representatives from various sectors to provide safety and security at the events.

Capacity

Durban boasts its own City Metro Police, a service which supplements the country's national police force. The city and its popular beachfront are regularly patrolled by police officers on foot, horseback and in vehicles, to ensure the safety of visitors and residents alike.

The City of Durban has:

- Sufficient personnel who can be deployed for up to 60 days, 24 hours a day (SAPS – 18 000 Regional Police & Metro – 1272 Police).
- Appropriate anti-terrorism measures.
- Levels of known recorded crime and public safety issues.
- Technical and professional competence of security forces.
- Effective command and control systems for the Games.

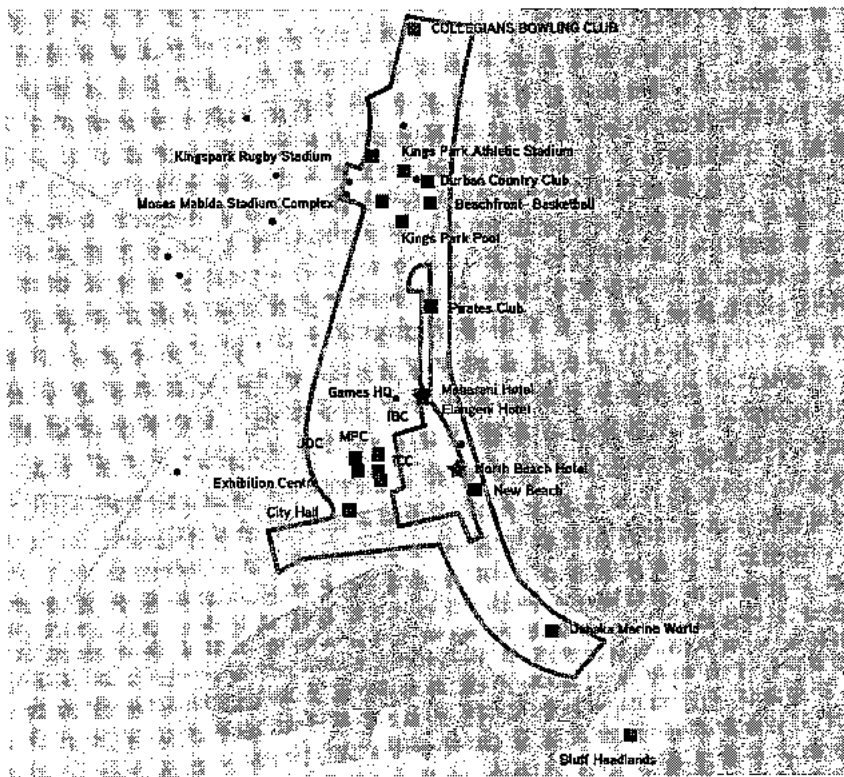
ACCOMMODATION

ACCOMMODATION

Our capacity - the numbers

Durban is a major local and international tourist destination, with annual tourist figures of 3.8-million. In a recent major event held in Durban, the city was host to a large number of visitors from out of town and those travelling from outside South Africa.

The Top Gear event held in June 2014 attracted 28,500 visitors, with 1,500 of those travelling from outside South Africa. The 2010 Fifa World Cup review survey showed that 83,819 tourists visited KwaZulu-Natal. An estimated 150,000 tourists are expected to attend the Games and remain in the city post the Games. We believe that Durban has more than enough capacity to accommodate these visitors.



Our accommodation stock

There is a wide array of accommodation to choose from, with 7,267 rooms available within a 10km radius of the Games Reference Point and 3,894 rooms within a 10-50km radius. In addition, there are various other accommodation alternatives to suit everyone's pocket, ranging from university residences, to youth hostels and camping sites. All accommodation venues are linked by a number of public transport options, including rail and bus. Our aim will be to ensure that accommodation will be affordable so as to attract as many people as possible to the 2022 Commonwealth Games.

Star Category	0-10km radius Games Reference Point			10-50km radius Games Reference Point		
	Existing	Planned*	Additional*	Existing	Planned*	Additional*
5 Star	615	N/A	N/A	731	N/A	N/A
4 Star	1900	N/A	N/A	1538	N/A	N/A
3 Star	4349	N/A	N/A	1465	N/A	N/A
2 Star	80	N/A	N/A	89	N/A	N/A
TOTALS:	6944			3823		

Legend	
★	Media
⌄	Venues
⌄	Centra
●	Training
■	Venue
□	Games Precinct
▬	Main Games Routes
▬	Major Routes

The Games Family hotel

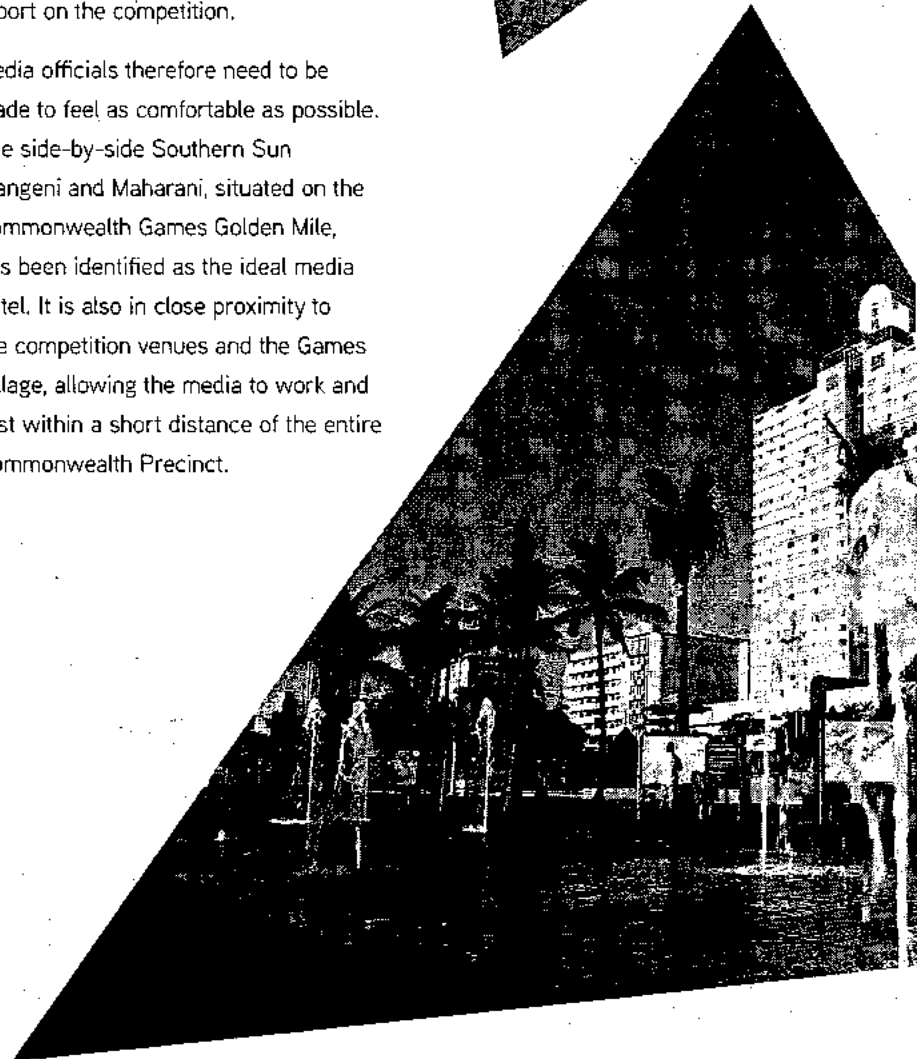
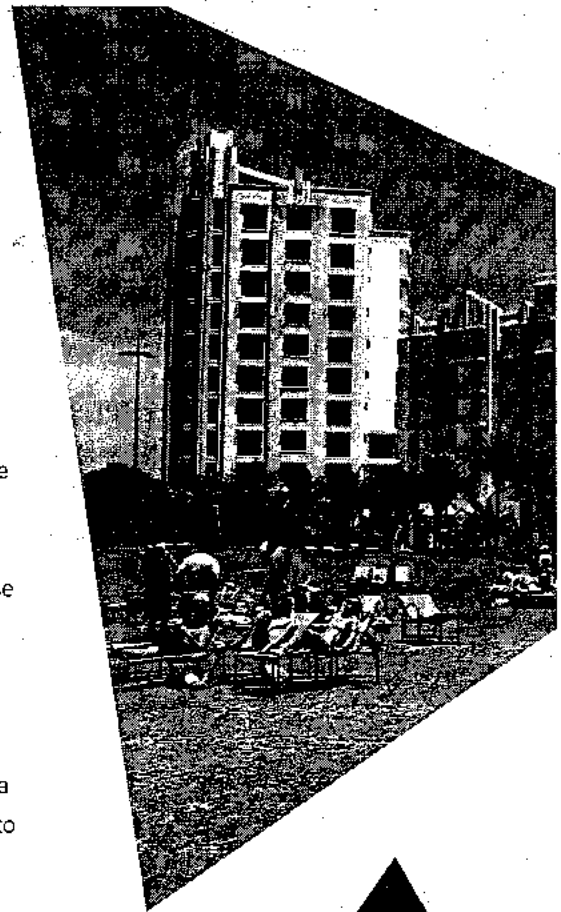
The award-winning five-star Hilton Hotel will accommodate the Games Family. It is ideally located next to the Durban International Convention Centre and the city centre, and is within easy reach of beaches. It is also within a 0-10km radius of the Games Reference Point. Equipped with a business centre and an executive lounge, the hotel also has meeting space that is able to accommodate up to 400 guests.

It is the perfect location for the Games Family, allowing them to entertain guests in style, conduct Commonwealth Games business with ease, and relax without any hassles.

Media

We believe that in order to stage a successful Commonwealth Games, we will need to ensure that we nurture all our relationships to ensure that not only does everyone have the correct perception of the Games and that those who cannot witness the Games in person have access to current news and regular Games updates. For them to feel as though they themselves are present at the Games requires a media contingent that is engaged and ready to report on the competition.

Media officials therefore need to be made to feel as comfortable as possible. The side-by-side Southern Sun Elangeni and Maharani, situated on the Commonwealth Games Golden Mile, has been identified as the ideal media hotel. It is also in close proximity to the competition venues and the Games Village, allowing the media to work and rest within a short distance of the entire Commonwealth Precinct.

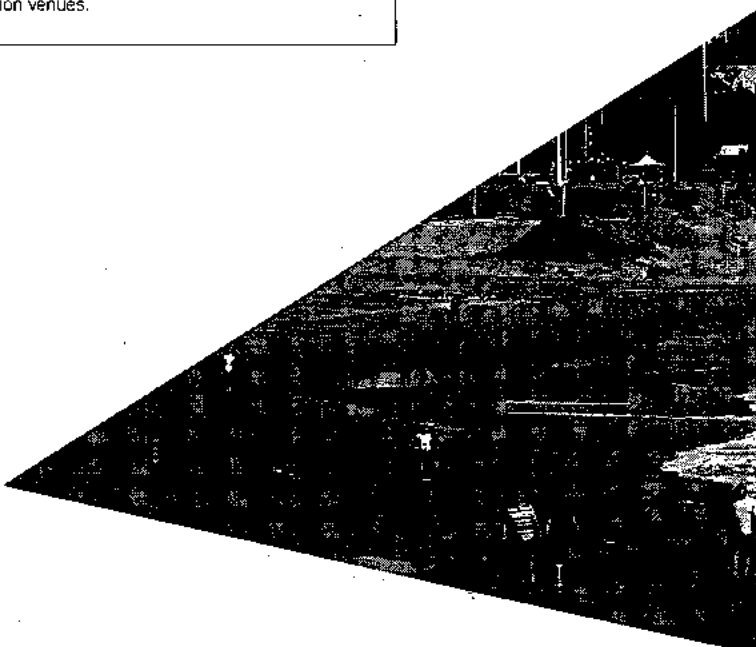


Technical officials

The technical officials will be placed across a spread of accommodation.

The Coastlands Hotel is within 10km of the sports precinct while the other three hotels are all situated within the 5km sporting precinct.

Garden Court South Beach	414	<ul style="list-style-type: none"> • Ideally located within 0-5km of the point of reference for the games. • Located on the Commonwealth Games Golden Mile • Equipped with conference facilities • Shuttle services will be provided to transport the technical officials to and from the competition venues.
Empire Hotel Edward	101	
Coastlands on the Ridge	101	<ul style="list-style-type: none"> • Ideally located within 0-10km of the point of reference for the games • Equipped with conference facilities • Shuttle services will be provided to transport the technical officials to and from the competition venues.
Empire Towers and Sun Square	165	<ul style="list-style-type: none"> • Ideally located within 0-5km of the point of reference for the games • Located on the Commonwealth Games Golden Mile • Equipped with conference facilities • Shuttle services will be provided to transport the technical officials to and from the competition venues.



TRANSPORT



SAHA

GETTING YOU THERE

The City of Durban has a strategically planned road network that is designed to accommodate large seasonal and event-based influxes of visitors to the city.

For the city, which derives a big chunk of revenue from holiday and business tourism, accessibility is a priority. Whether by air, road, rail or sea, the City of Durban is open for both business and fun.

King Shaka International Airport

The City of Durban is home to KwaZulu-Natal's major airport, King Shaka International. The award-winning airport handles more than 5 million passengers annually and is a big contributor to the economy of the province. King Shaka International Airport will be the entry point for the majority of our Commonwealth Games' participants and it will be, as is the norm, a pleasant welcome to the Kingdom of the Zulu.

Our roads

South Africa has some of the best road networks in Africa with a quality that is comparable to those of better developed countries. This is no different in the City of Durban. A well capacitated grid of north-south and east-west internal roads provides multiple accessible alternatives during regular major events.

As such, the city has the expertise, capabilities and infrastructure to be able to handle the 200,000 visitors that are expected to come to South Africa during the 2022 Commonwealth Games in Durban.

Further, with the single largest transport infrastructure project currently underway in Durban, the city is on track to offer a world-class 21st-century road network by 2022. Dubbed "GO! Durban", the Integrated Rapid Public Transport Network (IRPTN) project will provide a faster and more efficient public transport network to the City of Durban during the Commonwealth Games and beyond. The Games transport strategy will

therefore entail using the existing and planned core transport infrastructure. The Organising Committee's mission will be to provide an integrated event transport plan that links the non-competition and competition Games venues to accommodation in an efficient and reliable manner. In addition, the use of cost-efficient and low-emission transport vehicles will be supported.

We envisage a Compact Games, with the vast majority of our Commonwealth Games venues located within the 5km Games Precinct. This means that at least 80% of the venues will be mere minutes away from each other on foot.

The unique access to most of the venues is on foot along the main artery, the Commonwealth Games Mile, which will be closed off to regular traffic and used exclusively as an access route for the duration of the Games.

While spectators will be able to reach most of the venues either by walking or shuttle transport, the Commonwealth Games Family, media, sponsors and

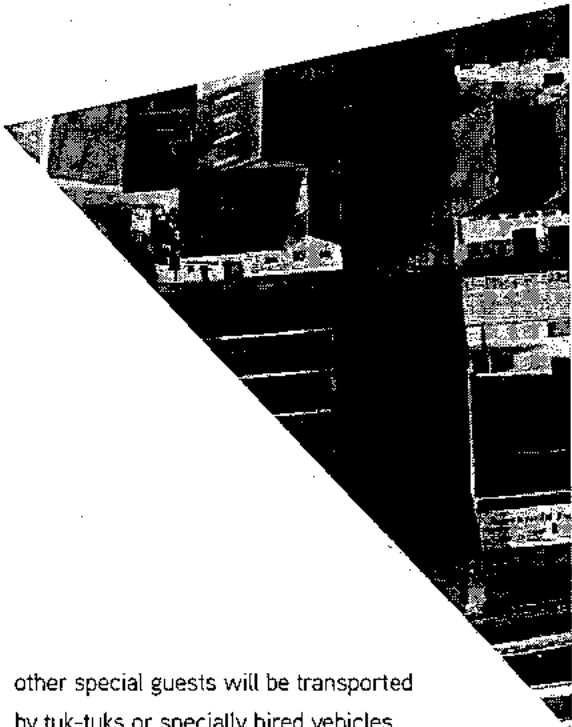
other special guests will be transported by tuk-tuks or specially hired vehicles. Athletes will also have their own designated transport.

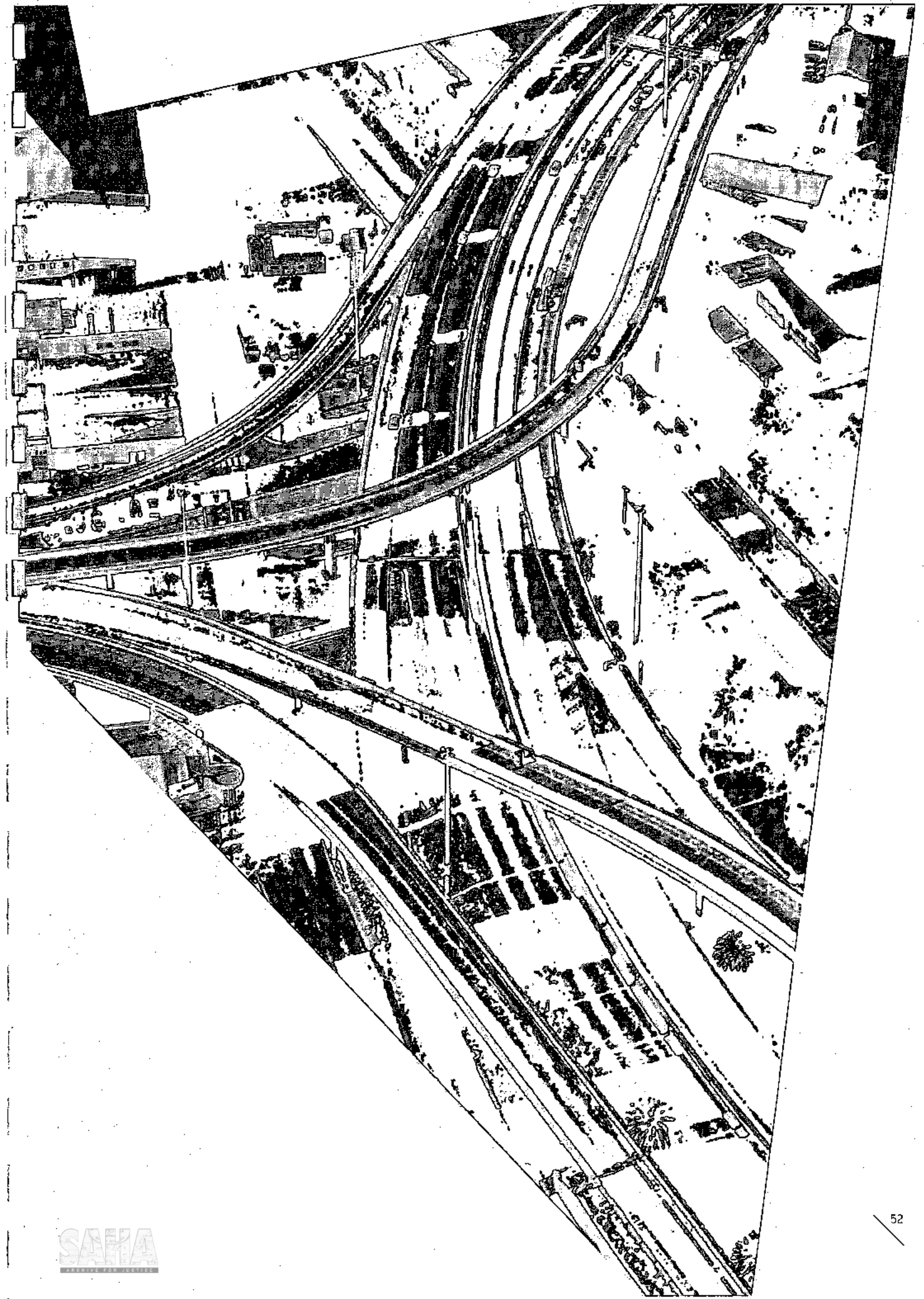
To ensure the delivery of our participants efficiently and on time, we aim to set up a transport management team comprising the following authorities:

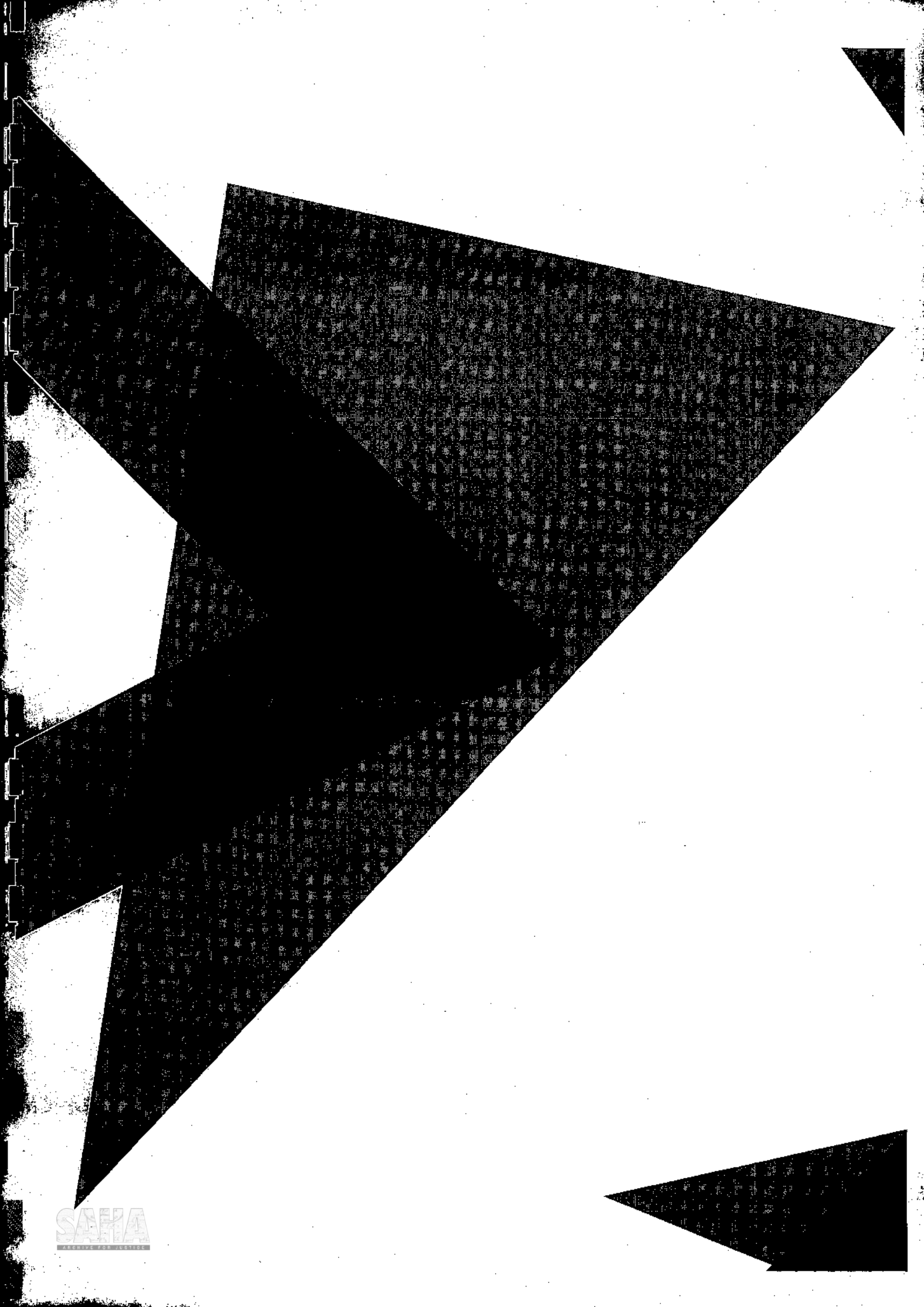
- The eThekweni Transport Authority
- The National Department of Transport
- The KwaZulu-Natal Department of Transport
- The Airports Company of South Africa
- Passenger Rail Agency of South Africa
- Durban Metro Police
- South African Police Service

This team will ensure that getting anywhere will never be a problem for anyone during the 2022 Commonwealth Games.

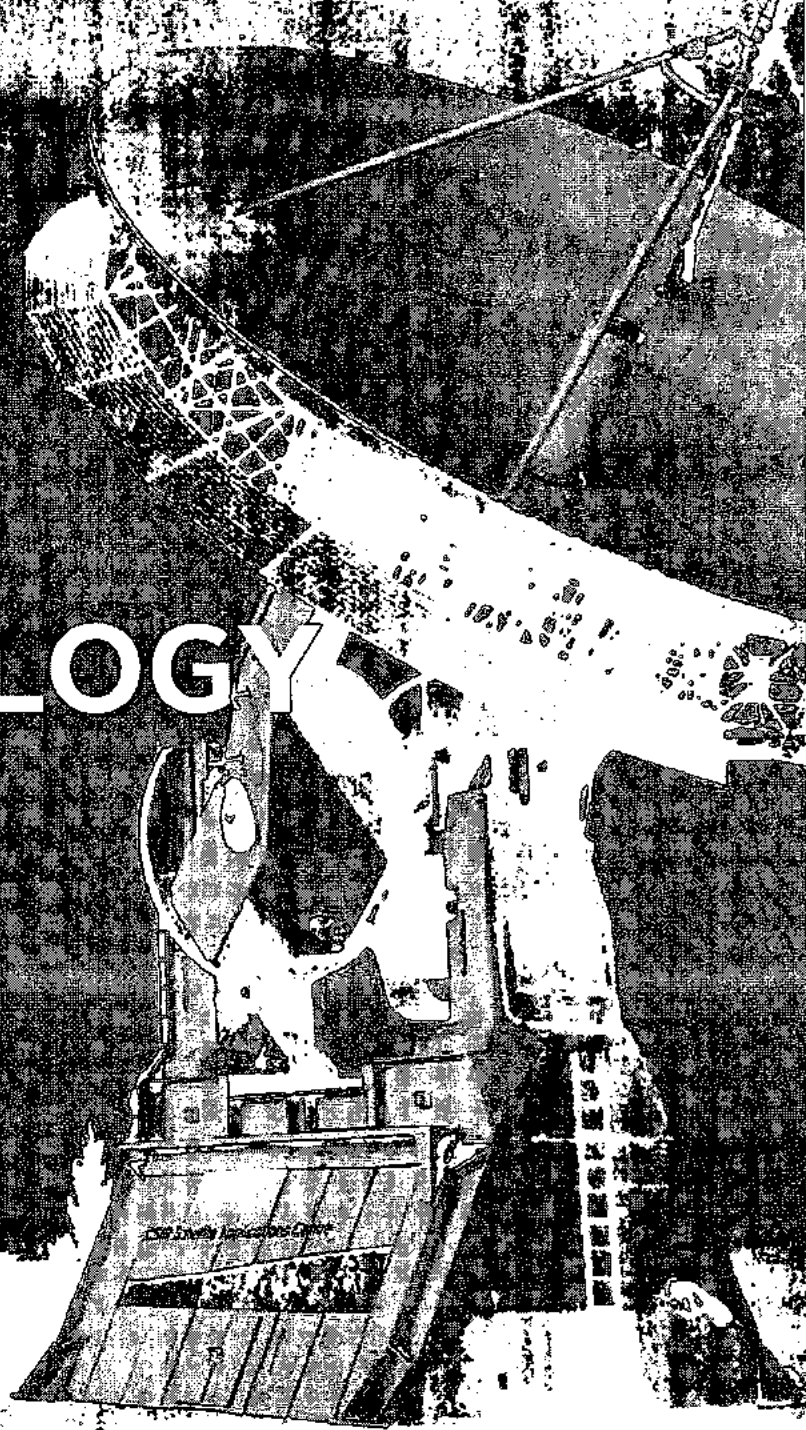
Durban is ready to transport the Games attendees to the next level of Games experience.







TECHNOLOGY



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THE DIGITAL DIVIDE

The South African Story is a well told one. Having overcome the struggle for freedom, South Africans have made tremendous strides in bridging the digital divide. The primary focus to improve ICT knowledge has been to bring the masses into the mainstream of technology so as to contribute to creating a better quality of life for all.

How it was done

A first on the African Continent, the Next Generation Network (NGN) was set up in June 2008 to provide city-wide carrier data services for the City of Durban as well as for all commercial and residential consumers.

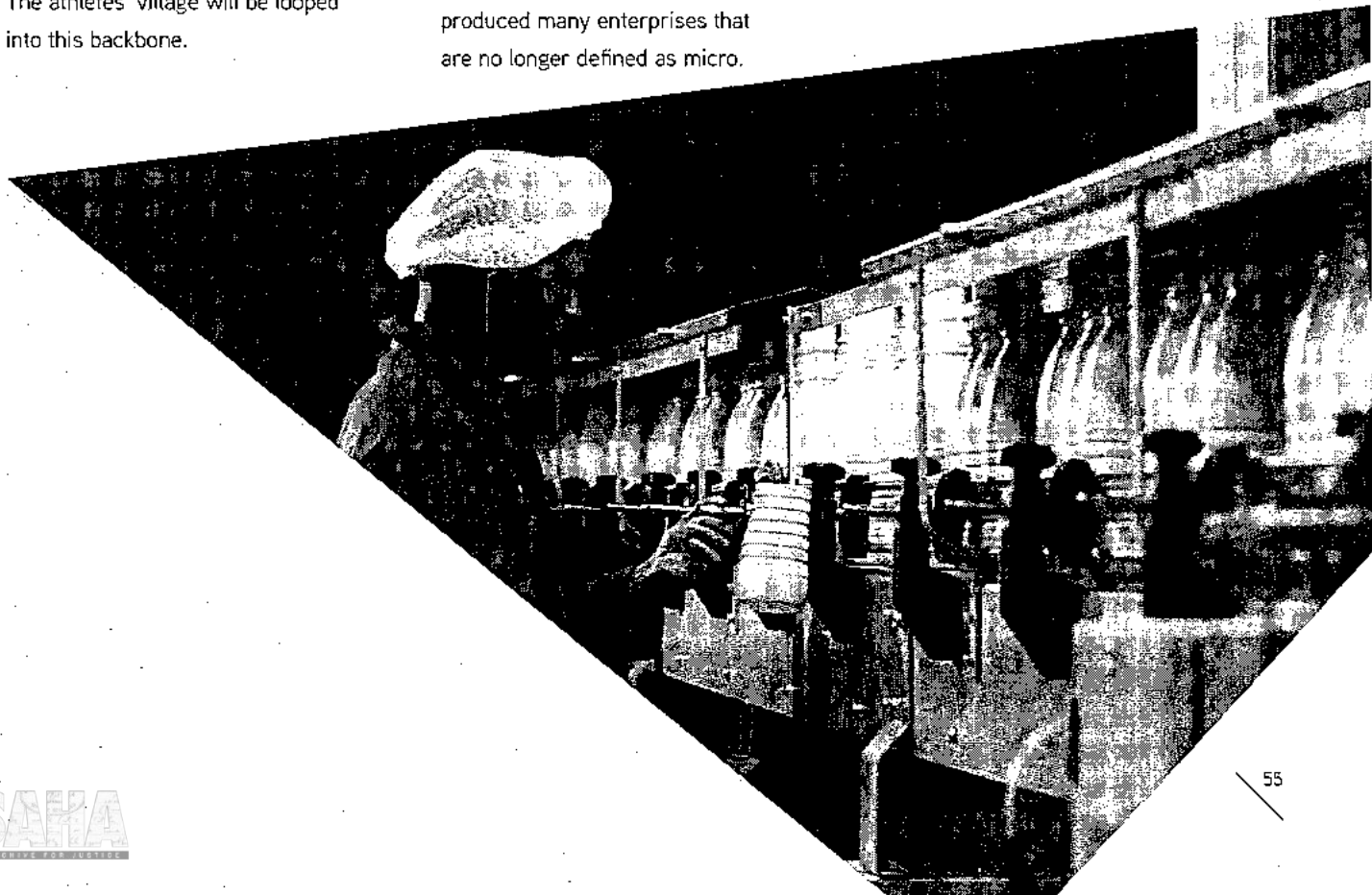
The NGN is designed to connect all municipal sites back to the corporate data centres to allow for high-speed access to data applications, voice and video.

Currently the NGN provides mobile coverage to both competition and non-competition Games venues. The athletes' village will be looped into this backbone.

The accolades

The City of Durban is truly proud of its achievements in technology. Some of these are:

- The first city in South Africa to lay down the Next Generation carrier network throughout the city
- Named the first Smart City in Africa and accordingly featured on the Discovery Channel
- First city to implement an ICT incubator which mentors micro enterprises and facilitates their growth into the open market. This ongoing programme has produced many enterprises that are no longer defined as micro.



IT infrastructure

No additional infrastructure for fixed and mobile network is required to support the Commonwealth Games. Major events such as the 2010 FIFA World Cup and the Top Gear festival to name a few have been held without any network capacity constraints.

In addition, page 15 of the City of Durban's Integrated Development Plan (IDP) for the period 2014/2015 and beyond, provides and budgets for the replacement, where required, and the addition of more fibre optic installations within the city.

The OC will only be required to pay standard tariffs for use of fixed and mobile network infrastructure during the games.

Power supply

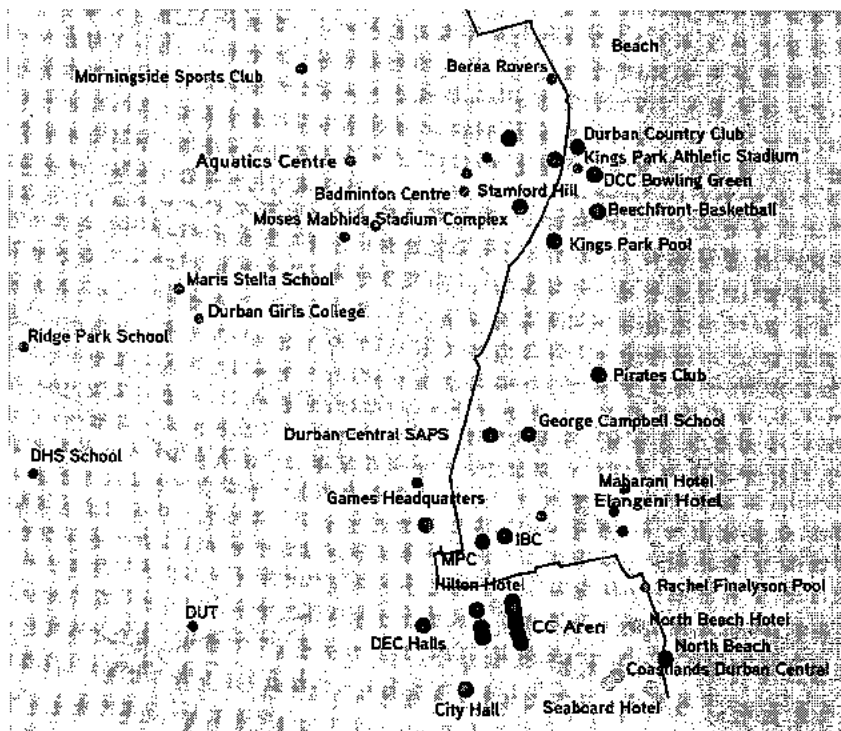
The quality of supply of power provided by Eskom, South Africa's electricity public utility is in accordance with the South African standard NRS 048, which prescribes statutory obligations and sets limits on harmonic distortion and voltage variations.

The City of Durban, as well as its industrial and business users, is also governed by the NRS 048 and thus strives to provide high quality power supply to all its customers. The city measures and monitors quality of supply in terms of a number of parameters such as:

- Frequency
- Harmonics
- Unbalance
- Voltage regulation
- Voltage Dips

This measurement and monitoring is carried out at both major and smaller distributors. The city also has conventional harmonic filtering equipment as well as reactors and capacitors installed at its substations to curb quality problems. The power currently supplied to the venues is therefore considered to be of adequate quality.

The power for the various broadcasting areas will be achieved by using synchronized diesel generators fitted with power quality monitoring equipment. The continuous clean power supply will be achieved by the use of oversized generators which will run simultaneously, thus having the ability to counteract any power disturbances.



●	Centre
●	Hotel
●	Live Site
●	Training
●	Transport
●	Venue

Ready to inspire



DURBAN2022
XII COMMONWEALTH GAMES
CANDIDATE CITY



SAHA

ANNEXURE 2



2 September 2015

**Commonwealth Games Federation
2022 Host City Contract**

Commonwealth Games Federation

[*] Commonwealth Games Association

{Organising Committee}

{Government}

{Host City}

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Commonwealth Games Federation

2022 Host City Contract

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Date	2 September 2015
Parties	
1.	Commonwealth Games Federation of XXXXXXXXXX (the <i>CGF</i>)
2.	[*] (the <i>CGA</i>) The <i>CGA</i> is the national controlling body responsible in [*] for all matters relating to the Commonwealth Games including operations, publicity and development. [insert registration/incorporation details]
3.	[*] (the <i>OC</i>) The <i>OC</i> is the body responsible to the Minister for the Commonwealth Games for the organisation of the Commonwealth Games. [insert registration/incorporation details]
4.	[*] (the <i>Government</i>) The <i>Government</i> [*].
5.	XXXXX City Council (the <i>Host City</i>) The <i>Host City</i> is [*].
Recitals	
A	The <i>CGF</i> owns and controls the Commonwealth Games and all rights relating to them.
B	It was resolved by the <i>CGF</i> in General Assembly in New Zealand on September 2 nd to entrust the organising and hosting of the XXI nd Commonwealth Games to the <i>CGA</i> on the terms of and subject to the conditions of the Games Documents.
C	The <i>Government</i> and the <i>Host City</i> have supported the <i>CGA</i> in its bid to host the Games and have agreed to continue to support the <i>CGA</i> and the <i>OC</i> in the manner appearing in this Contract.
D	The <i>CGA</i> will in accordance with Article 20 of the Constitution and with the approval of the <i>CGF</i> delegate the organisation of the Games to the <i>OC</i> which, while working in partnership with the <i>CGA</i> , will also be directly responsible to the <i>CGF</i> .

It is agreed as follows.

Part I Structure and Governance

1. Acknowledgements, Representations and Undertakings

- (a) The CGA acknowledges that as a body affiliated to the CGF under Article 10 it is bound by the CGF Documents and subscribes to and supports the Vision, the Mission and the Code of Conduct.
- (b) The OC, the Government and the Host City agree, and agree to procure that all Governmental Agencies agree, to be bound by the CGF Documents and to support the Vision, the Mission and the Code of Conduct.
- (c) All parties acknowledge that all provisions of the Constitution apply to the rights and obligations of the parties unless expressly stated otherwise in this Contract.
- (d) The CGA, the Government, the Host City and the OC acknowledge, and agree to procure that all Governmental Agencies acknowledge, without limiting the provisions of the Constitution, that the Games are the exclusive property of the CGF and that the CGF owns all rights concerning the organisation, exploitation, broadcasting and reproduction by any means whatsoever of the Games and is entitled to assign or licence all or any of those rights in whole or in part at its own discretion.
- (e) The CGA, the Government, the Host City and the OC jointly and severally warrant and represent to the CGF that:
 - (i) the 2022 Candidature File was submitted and promoted strictly in accordance with the Regulations and the Candidate City Manual;
 - (ii) the 2022 Candidature File complied with the requirements of the CGF Documents as at the date it was submitted to the CGF;
 - (iii) the OC is or will be duly constituted within 6 months of the date of this Contract (unless otherwise agreed by the CGF Executive Board) with all necessary legal status and powers, in accordance with Article 20;
 - (iv) if the OC has not been constituted at the date of this Contract, the CGA, the Government and the Host City will cause the duly authorised representative of the OC to sign this Contract unamended within 30 days of the OC being constituted and that the OC will then, and only then, be entitled to the rights and benefits granted under this Contract. Prior to that execution, the CGA, the Government and the Host City will, in addition to their own duties and liabilities under this Contract, be jointly and severally responsible for, and subject to, the duties and liabilities granted or imposed on the OC under this Contract.

- (f) Each of the parties acknowledge that:
- (i) they have and for the life of this Contract will continue to have:
 - (A) authority and power to enter into this Contract;
 - (B) all necessary rights, leases, licences, authorities, powers and consents to enable them to provide the rights and benefits to other parties set out in this Contract and that the exercise of rights granted to the other parties in this Contract will not conflict with any commitments or arrangements previously entered into between the party so warranting and any other party; and
 - (C) authority and power to punctually perform their obligations under this Contract;
 - (ii) the persons signing this Contract are authorised, legally and otherwise, to represent and bind their respective organisations; and
 - (iii) this Contract and the other Games Documents constitute valid and binding legal obligations on each of them.
- (g) The CGA and the OC jointly and severally undertake:
- (i) to organise the Games:
 - (A) in full compliance with the Games Documents;
 - (B) to achieve the Mission;
 - (C) in the full spirit of the Vision;
 - (D) in accordance with the Code of Conduct; and
 - (E) in such a manner that they comply with environmental legislation in force in the Host Country and the Host City and wherever practicable, serve to promote the protection of the environment;
 - (ii) to ensure that they or one of them is assigned or granted all rights, licences, consents and waivers that they require to fulfil their obligations to the CGF under the Games Documents including, without limitation, the assignment and licensing of IPRs relating to the Games to the CGF;
 - (iii) that the Games will be staged as a separate and independent event and not in connection with or at the same time as any other international or national event, including, without limitation, any sporting event, fair or exhibition. The parties will also ensure that other international sporting events do not take place in or near the Host City at any time within the period of 30 days before and 30 days immediately after the Games; and
 - (iv) to liaise with all relevant federal, state and municipal governments and taxing authorities, the Government and the Host City in an effort to minimise the imposition of taxes and duties in importation of supplies and equipment required by the CGF, International CGAs and accredited media representatives.

- (h) The CGA and the OC acknowledge and confirm that the 2022 Candidature File was submitted to the CGF with the full knowledge, consent and support of the Government and the Host City.
- (i) The CGA, the OC, the Host City and the Government agree to respect and promote the Games Movement, including, without limitation, by promoting the Games internationally through relevant tourist authorities.
- (j) The CGA, the Government, the Host City and the OC each agree that they will:
 - (i) use their respective reasonable endeavours not to adopt or pass, and agree to use their respective reasonable endeavours to procure that no Governmental Agency adopts or passes, any rules or legislation which might prevent in any way the operation of any of the provisions of this Contract; and
 - (ii) indemnify the CGF against any Claim which may be suffered or incurred by the CGF arising out of the adoption or passing of any rules or legislation which prevents the operation of any of the provisions of this Contract.
- (k) The CGA and the OC each agree to comply, and agree to use their respective reasonable endeavours to procure that the Government, the Host City and all Governmental Agencies comply, with all reasonable directions of the CGF Executive Board in relation to any aspect of the organising or staging of the Games.
- (l) The CGA, the Government, the Host City and the OC each agree to provide, and to procure that all Governmental Agencies provide, the CGF Executive Board with any information requested by it concerning the organising or staging of the Games.
- (m) The CGA, the Government, the Host City and the OC each acknowledge that invitations to take part in the Games may only be sent out by the CGA (in conjunction with the OC) on the instructions of the CGF Executive Board.

2. Appointment

- (a) Overall control of the Games will remain with the CGF at all times in accordance with Article 3.
- (b) In reliance on the acknowledgements, representations and undertakings contained in this Contract, in the 2022 Candidate City Manual and in the 2022 Candidature File, and in consideration of the payments to be made under this Contract, the CGF entrusts the organisation and staging of the Games to the Host City and the CGA.
- (c) The CGA will delegate the organisation of the Games to the OC within 6 months of the date of this Contract (unless otherwise agreed by the CGF Executive Board);
- (d) The OC, the CGA, the Government and the Host City will be jointly and severally responsible for organising and staging the Games and for all commitments related to the organisation and staging of the Games, including, without limitation, all

financial commitments relating to the organisation and staging of the Games in accordance with the Games Documents.

- (e) Where the approval or consent of the CGF, the CGF Executive Board, the CGA, the OC, the Government or the Host City is required before a party exercises its rights under this Contract or takes or does not take any action relating to the Games, such approval or consent will not be unreasonably withheld or delayed.

3. Government and Host City Support

- (a) The Government and the Host City jointly and severally undertake to support, facilitate and finance the organisation of the Games:
 - (i) in full compliance with the Games Documents;
 - (ii) to achieve the Mission;
 - (iii) in the full spirit of the Vision;
 - (iv) in accordance with the Code of Conduct; and
 - (v) in such a manner as to facilitate compliance with environmental legislation in force in the Host Country and the Host City and, wherever practicable, to promote the protection of the environment.
- (b) The Government and the Host City will use all reasonable endeavours to:
 - (i) procure free access to the Host Country and to the Host City during the Games for all persons duly accredited in accordance with the *Games Manual – Accreditation* on the basis of passport and proof of that accreditation, including, without limitation, by minimising visa and entry formalities; and
 - (ii) minimise the imposition of Taxes on the import of supplies and equipment required by the CGF, International CGAs and accredited media representatives.
- (c) The Government and the Host City will co-operate with the CGF Executive Board, the CGA and the OC to establish and comply with the joint marketing programme provided for under clause 27.
- (d) The Government will support the CGF, the CGA and the OC in promoting the Games and the Games Movement at:
 - (i) Commonwealth Heads of Government Meetings; and
 - (ii) other Commonwealth governmental fora including, without limitation, meetings of Commonwealth Ministers responsible for sport, youth, education, health and international development assistance (however they may be titled).

4. Board Members and Structure

4.1 Meetings

- (a) The OC shall meet at least twice per year.

4.2 CGF Nominees

- (a) At its absolute discretion, the CGF Executive Board may request that the CGF's Chief Executive Officer and up to two other nominees of the CGF Executive Board be permitted to attend the meetings of the OC board of directors (the **CGF Nominees**).
- (b) The parties acknowledge that the CGF Nominees:
 - (i) will attend meetings of the OC board of directors as representatives of the CGF only;
 - (ii) are not to be considered members of the OC board of directors; and
 - (iii) will not have any voting rights.
- (c) The CGF Executive Board will be responsible for paying the costs associated with the CGF Nominees attending the meetings referred to in clause 4.2(a), however, the CGA, the OC, the Government and the Host City shall take all necessary action to facilitate the CGF Nominees' attendance at these meetings and to provide logistical support to nominees free of charge, including, without limitation, by arranging accommodation, meals, meeting rooms, AV facilities, communications network and internet access, ground transport, airport meet and greet and airport transfers.
- (d) The OC will provide the CGF Nominees with all papers and minutes of all meetings of the OC board of directors, executive board and other key operating committees as and when circulated to members or directors or both of the OC or the said committees.

4.3 Athletes Committee

- (a) The OC will ensure that it forms a committee to consider the interests of the athletes in the organisation and staging of the Games (the **Athletes Committee**)
- (b) The chair of the Athletes Committee, or a nominee of the chair, will be a member of the board of directors of the OC.

5. Co-ordination Commission

- (a) The CGF Executive Board will establish a Co-ordination Commission to liaise with, monitor and advise the CGA and the OC on all matters relating to the organisation of the Games.
- (b) The Co-ordination Commission will also:
 - (i) provide assistance to the OC and meet with it on a regular basis;

- (ii) with the approval of the CGF Executive Board, issue directions to the OC; and
 - (iii) exercise any additional authority conferred upon it by the CGF Executive Board.
- (c) The CGA, the OC, the Government and the Host City will co-operate with the Co-ordination Commission in all reasonable respects including, without limitation, by providing information to and accepting support and advice from it.
- (d) The members of the Co-ordination Commission will be determined by the CGF Executive Board. In determining membership, the CGF Executive Board may at its discretion give consideration to representatives from the CGF, the IFs, the International CGAs, organising committees of previous Commonwealth Games, athlete representatives and other experts and specialists who may be of assistance.
- (e) Where:
 - (i) a matter cannot be resolved by the Co-ordination Commission; or
 - (ii) a party refuses to act in accordance with the Co-ordination Commission's recommendation;the decision of the CGF Executive Board will prevail.
- (f) The CGF will be responsible for paying the costs associated with the attendance of Co-ordination Commission members at Co-ordination Commission meetings, however the CGA, the OC, the Government and the Host City shall take all necessary action to facilitate the members' attendance and work at these meetings and to provide logistical support to members free of charge, including, without limitation, by arranging accommodation, meals, meeting rooms, AV facilities, communications network and internet access, ground transport, airport meet and greet and airport transfers.

6. Plans, Reports and Visits

6.1 Plans and Programmes

- (a) The CGF Executive Board will develop and provide examples to the OC to enable the OC to develop a general organisation plan and master schedule for the OC and the Games. The OC will ensure that the general organisation plan and master schedule complies (as a minimum requirement) with the CGF Executive Board's specifications and will submit the general organisation plan and master schedule for the OC and the Games to the CGF Executive Board for its written approval not later than 12 months after the date of this Contract. All changes to the general organisation plan and master schedule after that date will be subject to the prior written approval of the CGF Executive Board.
- (b) The CGA will nominate the sports to be included in the Sports Programme for the Games to the Sports Committee and the CGF Executive Board for their written

approval in accordance with Article 21 and the *Games Manual - Sport*, upon submission of their Candidature File (unless the CGF Executive Board agrees otherwise).

- (c) The OC will develop and submit to the CGF Executive Board for its written approval the cultural programme for the Games not later than 3 years before the Opening Ceremony (unless the CGF Executive Board agrees otherwise).
- (d) The OC will submit to the CGF Executive Board for its written approval a statement of requirements and an implementation plan for all Games technology and Information Systems components and requirements prepared in accordance with the *Games Manual - Technology*, not later than 3 years before the Opening Ceremony.
- (e) The OC will prepare and submit the Sponsorship Marketing Plan to the CGF Executive Board for its written approval as soon as practicable after the execution of this Contract and not later than 5 years before the Opening Ceremony and then submit an updated Marketing Plan annually thereafter until the Opening Ceremony.
- (f) The OC will submit to the CGF Executive Board for its written approval, its Readiness Strategy, including test event plans, which have been prepared in accordance with the *Games Manual - Project Management*, *Games Manual - Sport* and *Games Manual - Venue Operations*, not later than 3 years before the Opening Ceremony. The OC will carry out test events at least to the minimum standards directed by the CGF Executive Board and will otherwise act in accordance with any directions given by the CGF Executive Board.

The OC shall fully scope all operational readiness exercises and involve the CGF Executive Board in planning the main operational readiness exercises and allow the CGF Executive Board (at its own cost) to participate in the main operational readiness exercises. The CGA and the OC shall submit the final readiness programme and testing to the CGF Executive Board for its written approval not later than 12 months before the Opening Ceremony.

- (g) The OC will submit to the CGF Executive Board for its written approval:
 - (i) a plan for promotional, advertising and other signage for each competition and non-competition venue at which any part of the Games will be held; and
 - (ii) a plan for sport promotion and presentation activities for each sport event and venue at which any part of the Games will be held,

not later than 12 months before the Opening Ceremony.

These plans must ensure that the Games are staged in a dignified manner and without excessive commercialism, in particular:

- (A) advertising signs shall only be allowed inside sports venues with the prior written approval of the CGF Executive Board;

- (B) clothing and equipment used at the Games must not be marked conspicuously for advertising purposes unless otherwise stated in writing by the CGF Executive Board; and
 - (C) advertisements must not promote tobacco or companies principally engaged in the sale of tobacco or tobacco products.
- (h) The CGA and the OC will submit the seating plans for the reserved seats for VIPs in the venues to the CGF Executive Board for the CGF Executive Board's consent and written approval not later than 6 months prior to the Opening Ceremony or 4 months prior to tickets being made available for sale (whichever is earlier).

6.2 Reports

- (a) The OC will forward to the CGF Executive Board (in a reporting format to be agreed with the CGF):
- (i) periodic reports on the progress of the preparation and staging of the Games, including, without limitation, reports relating to the preparation, planning and staging of the Games including financial matters and details and relating to the organisational and functional areas and programmes required to plan and operate the Games, and updates regarding the general organisation plan and master schedule. These reports will be half-yearly until 18 months before the Opening Ceremony after which they should be submitted quarterly; and
 - (ii) oral and written reports to the CGF Executive Board whenever the CGF Executive Board requests it to do so by giving reasonable notice in writing.
- (b) The OC will:
- (i) provide such further information relating to the reports required under clause 6.2(a) as requested by the CGF Executive Board from time to time, including, without limitation, worksheets, schedules, working files and detailed supporting analysis so as to assist an understanding of Games wide issues generally; and
 - (ii) promptly act upon any decisions taken by the CGF Executive Board following their review of the reports referred to in clause 6.2(a).

6.3 Visits

- (a) The CGF Executive Board shall be entitled to send to the Host City prior to the Games such representatives as it thinks fit to monitor the Host City's preparation for the Games from time to time. The CGF Executive Board shall be responsible for paying the costs associated with these visits, however, the CGA, the OC, the Government and the Host City shall take all necessary action to facilitate the conduct of these visits and to provide logistical support to representatives free of charge, including, without limitation, by arranging accommodation, meals, meeting rooms, AV facilities, communications networks and internet access, ground transport, airport meet and greet and airport transfers.

- (b) The OC shall be responsible for organising the visit of an official IF representative (preferably from a Commonwealth country), or an international representative nominated by the CGF Executive Board, for each of the Games sports and programmes approximately one year prior to the Opening Ceremony. The OC shall, subject to the CGF Executive Board's approval, be expected to implement the recommendations made by these representatives in relation to the technical conduct of the relevant sport. The OC shall be responsible for paying the reasonable costs associated with these visits and the CGA, the OC, the Government and the Host City shall take all necessary action to facilitate the conduct of these visits and to provide logistical support to representatives free of charge, including, without limitation, by arranging accommodation, meals, meeting rooms, AV facilities, ground transport, airport meet and greet and airport transfers.
- (c) The CGF Executive Board shall meet in the Host City approximately one year prior to the Opening Ceremony. The CGF Executive Board shall be responsible for paying the costs associated with the attendance of the CGF Executive Board members at these meetings, however, the CGA, the OC, the Government and the Host City shall take all necessary action to facilitate the attendance of the CGF Executive Board members at these meetings and to provide logistical support to members free of charge, including, without limitation, by arranging accommodation, meals, meeting rooms, audio-visual facilities, communications networks and internet access, ground transport, airport meet and greet and airport transfers.

7. Commonwealth Relationships

- (a) The OC will use its best endeavours to arrange meetings of:
- (i) Sports Ministers of Commonwealth countries; and
 - (ii) Ministers of International Development Assistance (however they may be titled) of donor Commonwealth countries and representative recipient Commonwealth Countries,
- in the Host City during the Games or immediately preceding the Opening Ceremony on terms approved by the CGF Executive Board. The OC agrees to consult with the CGF Executive Board on the agenda and details of the meetings.

8. Games Manual

- (a) CGF will make the master reference version of the Games Manual available to the CGA, the Government, the Host City and the OC in electronic web format from a secure site, the web address of which will be provided by the CGF from time to time.
- (b) CGA, the Government, the Host City and the OC agree to comply with the terms of the Games Manual, as notified from time to time.
- (c) CGA, the Government, the Host City and the OC acknowledge that the Games Manual is not an exhaustive code of obligations and that the OC must determine

the overall organisational and delivery framework to meet the standards explicitly and implicitly required by this Agreement and the Games Documents.

Part II Ticketing, Hospitality and Accreditation

9. Ticketing

9.1 Right to Exploit

The OC will have the right to exploit ticketing, hospitality and accreditation for:

- (a) the general public both domestically and internationally, subject to the obligations of the CGA and the OC to provide guaranteed tickets, access and entry to accredited competitors and officials in accordance with the *Games Manual - Ticketing*, the *Games Manual – Games Family Services* and the *Games Manual - Accreditation*; and
- (b) commercial and corporate attendees both domestically and internationally, subject to the prior written approval of the CGF Executive Board.

9.2 Ticketing

- (a) The OC will propose and submit to the CGF Executive Board for the CGF Executive Board's consent and written approval a system of distribution of admission tickets for the competition venues which has been prepared in accordance with the *Games Manual – Ticketing*, not later than 2 ½ years prior to the Opening Ceremony. The proposal must also give details of:
 - (i) the number of tickets to be distributed to the CGF, the IFs, the International CGAs, broadcasters, sponsors, suppliers and the domestic public within the Commonwealth Family;
 - (ii) the mode of distribution throughout the world,
 - (iii) the procedure for ticket returns and exchanges (including collection and re-distribution of tickets) for tickets bought by International CGAs or by spectators of teams that are eliminated;
 - (iv) a price schedule for tickets; and
 - (v) a method of filling in unsold seats on the dates of events.

10. Hospitality

- (a) The CGA and the OC will provide a corporate hospitality programme during the Games prepared by the CGA and the OC in accordance with the *Games Manual – Ticketing* and the *Games Manual – Marketing* including, without limitation, a sponsor hospitality village and related facilities located in reasonable proximity to Games venues. The CGA and the OC may, in their discretion, establish a Commonwealth Games Business Club (***Business Club***) at the Games venues, but shall not be obliged to do so.

- (b) The CGA and the OC will provide:
- (i) the CGF with a facility at the hospitality village and/or any Business Club which is located centrally and has a prime position within the hospitality village and/or any Business Club in accordance with the *Games Manual - Marketing*; and
 - (ii) a hospitality box at a premium location in the main Games stadium, at no cost to the CGF (other than in relation to the cost of any catering).
- (c) The OC will submit to the CGF Executive Board for its consent and written approval plans for the Games corporate hospitality programme prepared by the OC in accordance with the *Games Manual - Marketing*, not later than 3 years prior to the Opening Ceremony.
- (d) The CGA and the OC will support the CGF in servicing and providing hospitality to CGF guests including, without limitation, at any Business Club established by the CGA or the OC or similar programme. Such support will be at the CGF's cost, however, the CGA and OC will facilitate and provide logistical support free of charge, including, without limitation, by arranging accommodation, meals, meeting rooms, AV facilities, communications networks and internet access, ground transport, airport meet and greet and airport transfers.

11. Accreditation

- (a) The OC will:
- (i) develop;
 - (ii) submit to the CGF Executive Board for its review and written approval not later than 2 years prior to the Opening Ceremony; and
 - (iii) implement,
- an Accreditation system that is consistent with the *Games Manual - Accreditation* and as otherwise notified by the CGF Executive Board in its discretion from time to time. The OC further agrees that it will provide Accreditation to any person nominated by the CGF Executive Board, save in relation to any person whose Accreditation would cause national security concerns.
- (b) The Accreditation system must incorporate a designated procedure for media accreditation, including compliance with requirements to control the commercial use of images, text and other material in relation to the Games.

Part III Accommodation, Transportation, Facilities, Safety and Security

12. Accommodation and Facilities for Games Family, Medical, Technical Officials and Aides

- (a) The OC will provide at its cost during the Games accommodation and facilities for:
- (i) the Games Family as set out in the *Games Manual - Accommodation* and the *Games Manual - Villages*;
 - (ii) medical staff as set out in the *Games Manual - Medical*, the *Games Manual - Accommodation* and the *Games Manual - Villages*; and
 - (iii) Technical Officials and Technical Aides as set out in the *Games Manual - Accommodation* and the *Games Manual - Villages*.
- (b) During the Games, the OC shall take all necessary action to provide logistical support to facilitate the provision of:
- (i) accommodation at the same Flagship Hotel for the Executive Board, the Life Vice Presidents and other CGF staff, including suites for the President, the Honorary Secretary and the CEO;
 - (ii) a fully equipped office at the hotel (with such laptop computers, copying machine, scanners, telephone, wifi broadband access, email, facsimile and up to six mobile [telephones/blackberries] or such other standard office technology reasonably requested by the CGF at least [2] months before the Opening Ceremony), one or more full-time secretaries and a separate office for the President, with such offices being connected with the telephone, email, internet and facsimile systems of the OC;
 - (iii) a small office/lounge for the CGF in the Commonwealth Games Village and an office and staff in the Commonwealth Games Village clinic for the CGF Medical Commission;
 - (iv) conference rooms for meetings of the CGF technical committees;
 - (v) a suitable conference hall (for at least 200 delegates) for a meeting of the CGF in General Assembly with fixed and travelling microphones, assistants and tape-recording facilities;
 - (vi) a court room with all necessary facilities and supporting services for the Federation Court and for any ad hoc court of the Court of Arbitration for Sport;
 - (vii) accommodation for additional members of the CGF Medical Commission to be established by the Honorary Medical Adviser; and

The CGF shall be responsible for paying the costs associated with the above-mentioned matters.

(c) During the Ancillary Events, the OC shall take all necessary action to provide logistical support to facilitate the provision of accommodation at the same Flagship Hotel for:

- (i) the CGF Executive Board;
- (ii) the Life Vice Presidents; and
- (iii) other CGF staff,

including suites for the President, the Honorary Secretary and the CEO of the CGF. The CGF shall be responsible for paying the costs associated with the above-mentioned matter.

13. Travel and Other Subsidies

- (a) The CGA or the OC will:
 - (i) provide travel and other grants and subsidies to competitors and team officials (as approved by the CGF Executive Board) in accordance with the 2022 Candidature File and the *Games Manual - Finance*;
 - (ii) use their best endeavours to obtain beneficial rates for the Games Family on the airline which is appointed as the official carrier for the Games, without obligation for individual members of the Games Family to use that airline.
- (b) All benefits to be provided by the CGA or the OC which are in addition to any minimum required by the Games Documents (whether or not included in the 2022 Candidature File) will be distributed amongst all International CGAs taking part in the Games in a format and according to an equitable formula approved by the CGF Executive Board.
- (c) Up to 30% of any financial subsidy to be provided by the CGA or the OC to the International CGAs towards the travel costs of competitors and team officials (as approved by the CGF Executive Board) may be retained by the OC and used as a bond in respect of:
 - (i) the attendance at the Games by the number of athletes nominated by International CGAs; and
 - (ii) any liability for damage or loss caused to the OC as a result of an act or omission by an International CGA or its athletes or other representatives (including payment defaults).
- (d) The bond must be released by the OC to the International CGAs within 2 weeks of the Closing Ceremony, subject to any deduction which the OC may make from the bond (with the approval of the CGF Executive Board) in relation to any damage or loss caused to the OC by an act or omission by an International CGA or its athletes or other representatives (including payment defaults).

14. Games Village & Venues

- (a) The CGA and the OC will ensure that the Commonwealth Games Village and Commonwealth Games venues are provided in accordance with the Games Documents including, without limitation, the *Games Manual - Villages and the Games Manual Overlay/Venue Development*.
- (b) The OC will submit to the CGF Executive Board for its review and written approval:
 - (i) a master plan indicating the location of the Commonwealth Games Village, Commonwealth Games competition venues and all key non-competition venues, not later than 5 years prior to the Opening Ceremony;
 - (ii) a master plan of the Commonwealth Games Village, indicating site layout in Games Mode and residential unit design in Games Mode, not later than 5 years prior to the Opening Ceremony;
 - (iii) a delivery plan indicating the timelines for the design, permanent construction, Games overlay implementation and handover dates for the Commonwealth Games Village, Commonwealth Games competition venues and all key non-competition venues, not later than 4 years prior to the Opening Ceremony; and
 - (iv) design drawings indicating the final Games configuration, fitout and overlay for the Commonwealth Games Village, Commonwealth Games competition venues and all key non-competition venues not later than 2 years prior to the Opening Ceremony.
- (c) In accordance with the *Games Manual - Villages*, the CGA and the OC will ensure that board and lodging charges (if any) for excess periods and for extra team officials will be at a rate to be agreed with the CGF Executive Board within 1 year of the signing of this Contract.
- (d) The OC will comply fully with the minimum standards prescribed in the *Games Manual - Villages* and *Games Manual Overlay/Venue Development* or prescribed and notified by the CGF Executive Board to the OC prior to award of the Games which relate to the facilities at venues and at the Commonwealth Games Village or, generally to arrangements for the presentation of the Games.
- (e) The Sports Programme and venues (including facilities at venues and at the Commonwealth Games Village) may not be changed from those submitted in the 2022 Candidature File or in the Sports Programme developed under clause 6.1(b), without the prior written agreement of the CGF Executive Board.
- (f) In accordance with the *Games Manual – Sport* and the *Games Manual – Venue Operations*, the OC will provide adequate and properly equipped sports and training facilities, sites and venues for use by athletes prior to and during the Games. The OC will submit to the CGF Executive Board for its review and written approval a comprehensive proposal for all sports equipment and training facilities, sites and venues, not later than 2 years prior to the Opening Ceremony.

15. Hotels

- (a) The CGA, the OC, the Government and the Host City will use their best endeavours to control the availability and prices of hotel rooms in and around the Host City during the Games to ensure that spectators are charged reasonable prices.
- (b) The CGA and the OC will arrange accommodation during the Games for International CGAs, IFs whose sports are included in the Games, and other accredited delegates, including accredited media representatives, at rates approved by the CGF Executive Board which do not exceed the cost to the OC (net of all discounts, rebates and subsidies).
- (c) The CGA, the OC, the Government and the Host City will ensure that the highest prices charged for hotel rooms, conference rooms and related services for accredited persons attending the Games will not exceed the maximum prices set out in 2022 Candidature File.
- (d) The payment schedule for hotel rooms, conference rooms and related services for accredited persons attending the Games will be in accordance with the *Games Manual - Accommodation* and subject to the prior written approval of the CGF Executive Board.

16. Transport

- (a) The OC will provide transportation for the following accredited persons: athletes, team officials and other team personnel, technical officials, media, rights holding broadcasters, Games related workforce and other persons as designated by the CGF during the Games and Ancillary Events in accordance with the *Games Manual – Transport* at the OC's sole cost.
- (b) The OC will work with the Government, the Host City and the CGA to provide a reliable system of transportation between all Games venues, including assistance to the general public as spectators.
- (c) The transportation plans as agreed for the organisation of the Games may not be changed from those submitted in the 2022 Candidature File without the prior written agreement of the CGF Executive Board.

17. Safety and Security

The Government and the Host City will ensure that appropriate and necessary safety and security measures are taken prior to and during the Games in accordance with the *Games Manual – Safety and Security* including, without limitation, by ensuring the appropriate authorities within the Government, the Host City and the Host Country exist, and take responsibility for, all aspects of Games security.

Part IV Ceremonies and Medals

18. Ceremonies

The CGA and the OC will submit scenarios prepared in accordance with the *Games Manual - Ceremonies* for the Opening and Closing Ceremonies (in which the Official Emblem will be a significant creative feature) to the CGF Executive Board for its consent and written approval not later than 6 months prior to the Opening Ceremony.

19. Medals

- (a) The OC will award prize medals at the Games in accordance with the *Games Manual - Games Family Services* and the *Games Manual - Sport*.
- (b) The OC will distribute commemorative medals of the Games to all competitors, team and technical officials, CGF officials and OC members.
- (c) The CGA and the OC will submit the designs and full prototypes for all prize medals and commemorative medals to be awarded at the Games to the CGF Executive Board for its consent and written approval not later than 6 months prior to the Opening Ceremony.

Part V Queen's Baton Relay

20. The Queen's Baton Relay

20.1 Conduct and Commercial Aspects

- (a) All arrangements for the Queen's Baton Relay, will be subject to the *Games Manual - Queen's Baton Relay*, the *Games Manual - Marketing* and the authority of the CGF Executive Board, except as specifically delegated in writing by the CGF Executive Board to the OC.
- (b) The CGF retains the right to exploit the domestic and international commercial aspects of the Queen's Baton Relay; however, the OC, the Government, the Host City and the CGA shall be responsible for organising and funding the organisation of the domestic and international aspects of the Queen's Baton Relay in a manner approved by the CGF Executive Board.
- (c) The OC shall use its best endeavours to ensure that the Queen's Baton Relay travels throughout the Commonwealth and generates significant international publicity and promotion for the Games and the Commonwealth.
- (d) The OC will work with the CGF Executive Board to maximise revenue generation by the CGF from sponsorship of the domestic and international stages of the Queen's Baton Relay.
- (e) The CGA and the OC will submit the scenario and route for the domestic and international legs of the Queen's Baton Relay to the CGF Executive Board for its

consent and written approval not later than 12 months prior to the commencement of the Queen's Baton Relay.

- (f) If the CGF Executive Board determines to assign any of the domestic or international commercial aspects of the Queen's Baton Relay to the OC, the OC will submit to the CGF Executive Board, for its consent and written approval, all plans for the sponsorship and exploitation of the commercial aspects of the domestic or international legs (as applicable) of the Queens Baton Relay in accordance with the *Games Manual – Queen's Baton Relay* and the *Games Manual - Marketing*, not later than 18 months prior to the Opening Ceremony.
- (g) The CGF may vary or cancel any part of the Queen's Baton Relay by written notice to the CGA and the OC if, in the CGF's reasonable opinion, it believes that there are political or security issues that would put participants at significant risk or bring the CGF into disrepute.

20.2 The Baton

- (a) In accordance with the *Games Manual - Queen's Baton Relay*, the OC will supply two batons for the Queen's Baton Relay: a route baton and a ceremonial baton. The route baton must be carried throughout the route to the entrance of the stadium prior to the Opening Ceremony. The Queen's message/address must then be transferred into the ceremonial baton for the Opening Ceremony. The OC shall also make batons, baton replicas and other Queen's Baton Relay materials available to the CGF Executive Board for its own use including, without limitation, for its own general promotional purposes.
- (b) The OC shall submit plans for the design and material for the Queen's Baton to the CGF Executive Board for its written consent and approval not later than 6 months prior to the commencement of the Queen's Baton Relay.
- (c) Notwithstanding clause 20.2(b) the batons must be of a size sufficient to contain at a minimum the Queen's message/address on paper, although the CGF Executive Board may approve from time to time the use of other designs and technologies to carry the message/address.

20.3 Queen's Baton Relay Emblem

- (a) In accordance with the *Games Manual - Queen's Baton Relay*, the OC will incorporate the Official Emblem into a design of its own choosing to make a specific emblem for the Queen's Baton Relay for the Games (**Queen's Baton Relay Emblem**), subject to the prior written approval of the CGF Executive Board.
- (b) The Queen's Baton Relay Emblem must be used for all images, publications, television broadcasts, and all other uses related to the Queen's Baton Relay for the Games.
- (c) All use of the Queen's Baton Relay Emblem by the CGA and the OC will be in compliance with the Brand Standards Manual.
- (d) All IPRs in the Queen's Baton Relay Emblem will be assigned by the OC to the CGF as soon as possible after the Games, and in any event not later than 6

months after the conclusion of the Games. After that assignment the CGF will grant the CGA a licence to use the Queen's Baton Relay Emblem for non-commercial purposes in such manner as the CGF Executive Board will approve.

- (e) Not later than 2 years prior to the Opening Ceremony, the OC will provide the CGF Executive Board with, and implement, a signage plan in a form approved by the CGF Executive Board for the display and usage of the Queen's Baton Relay Emblem as part of, and in relation to, the Queen's Baton Relay.

Part VI Prohibited Substances, Prohibited Methods and Technical

21. Prohibited Substances and Prohibited Methods

- (a) The CGA, the OC and the Host City will adopt and implement drug testing regulations and anti-doping procedures in accordance with the *Games Manual - Anti-Doping* including, the Anti-Doping Standard, the Constitution and CGF Documents as in force from time to time.
- (b) The CGA and the OC shall ensure that a World Anti Doping Agency (**WADA**) accredited doping control laboratory is located in close proximity to the Host City.
- (c) The OC will be responsible for organising and carrying out tests for banned substances and banned techniques including, without limitation, blood doping, using the WADA accredited doping control laboratory referred to in clause 21(b) or as otherwise directed by the CGF Executive Board.

22. Technical

- (a) For the avoidance of doubt, the CGF Executive Board retains the right to set and approve minimum standards for all technical and non-technical aspects of the Games in accordance with the Games Manuals.
- (b) The OC will be responsible for the printing and production of:
 - (i) a rules and details booklet in accordance with the *Games Manual - Sport* to be distributed to the CGF and all International CGAs; and
 - (ii) booklet programmes for each of the sports covered by the Sports Programme determined in accordance with Article 21,not later than 6 months before the Opening Ceremony.
- (c) All technical booklets must be approved by the CGF Executive Board including, without limitation, those listed in the *Games Manual - Sport*.
- (d) The CGF Executive Board may approve from time to time an alternative process for the publication of the information (including by electronic means) to be set out in technical booklets.

Part VII Games Emblem and Official Emblem

23. Games Emblem and Official Emblem

- (a) In accordance with the *Games Manual – Image and Look*, the OC will incorporate the Official Emblem into a design of its own choosing to make a specific emblem for the Games (**Games Emblem**). The Official Emblem must feature in a proportion of not less than 40% of the total area of the Games Emblem in all applications. The design of the Games Emblem is subject to the prior written approval of the CGF Executive Board.
- (b) The Games Emblem must be used for all images, publications, television broadcasts and all other uses related to the Games.
- (c) All use of the Official Emblem and the Official Flag by the CGA and the OC will be in compliance with the **Brand Standards Manual**.
- (d) The CGA and the OC will:
 - (i) obtain the CGF Executive Board's prior written approval to any use by or for the CGA or the OC of the Official Emblem;
 - (ii) provide the CGF Executive Board with drafts, proposals, and any other materials detailing the proposed use of the Official Emblem; and
 - (iii) at the CGF Executive Board's request, produce or demonstrate to the CGF Executive Board examples of the goods and services on which the Official Emblem is to be used as representative of the quality, characteristics, content, promotion, advertising or supply of those goods and services, including, without limitation, where such use is proposed to be as part of the Games Emblem or the Queen's Baton Relay Emblem.
- (e) Not later than 12 months prior to the Opening Ceremony, the OC will provide the CGF Executive Board with, and implement, a signage plan in a form approved by the CGF Executive Board for the display and usage of the Games Emblem, Games Symbols and Official Emblem within and around each venue at which any part of the Games will be held. Such plan must include details for the display and use in a minimum of 25% of all planned displays at each venue of the Official Emblem (in a form directed by the CGF Executive Board) in its own right in preference to the use and display of the Official Emblem as incorporated in the Games Emblem and the Games Symbols.
- (f) The OC will ensure that all:
 - (i) invitations, entries, tickets, programmes and other documents printed for the Games; and
 - (ii) commemorative medals and badges distributed in relation to the Games, include the Games Emblem, the number of the Games and the name of the city in which they are celebrated.

Part VIII Official Video and Official Report

24. Official Video

- (a) The OC will produce, or procure the production of, an official video of the Games (at its own cost) in DVD, video and electronic (including format capable of being 'downloaded' on an internet-connected computer or other device) formats (or any other format capable of playing at the time) audio-visual or motion picture in common use recordings (the **Official Video**).
- (b) The OC shall make recommendations to the CGF Executive Board in relation to the production content, scope, format and overall specifications of the Official Video and the OC shall take account of any directions given by the CGF Executive Board.
- (c) The OC shall submit details of the final content, scope and format of the Official Video to the CGF Executive Board for its review and approval not later than 6 months prior to the Opening Ceremony.
- (d) The OC will deliver master copies of the Official Video to the CGF Executive Board within 3 months of the Closing Ceremony.
- (e) The OC shall ensure that the CGF is made a party to any contract to be entered into by the OC with a third party for the production of the Official Video. If this is not possible, the OC shall sign the contract for itself and as trustee of the benefit of the contract for the CGF and shall:
 - (i) ensure that any such contract provides that the third party:
 - (A) agrees that the ownership of all IPRs in or related to the Official Video immediately vest in the CGF upon creation and in perpetuity;
 - (B) agrees to co-operate with the CGF in relation to the registration and protection of the IPRs in the Official Video;
 - (C) warrants that it will not make any claim for ownership or any other claim in relation to the IPRs in the Official Video at any time in the future;
 - (D) warrants that it shall inform the OC and the CGF immediately upon receiving notice or becoming aware that the IPRs in the Official Video have been, or may have been, infringed; and
 - (E) agrees that the OC may, in its discretion, assign its rights in the contract and any IPRs in or related to the Official Video to the CGF at any time;
 - (ii) ensure that any such contract includes the right for the OC to assign or sub-licence its rights in the contract or the IPRs in the Official Video and other rights granted or created under it to the CGF at any time and in its discretion;

- (iii) obtain the approval of the CGF-Executive Board prior to entering into that contract; and
 - (iv) assign, or procure the assignment by any third party, to the CGF of all IPRs relating to the Official Video arising from the creation of the Official Video.
- (f) After any assignment, the CGF will grant the OC an exclusive licence to exploit the IPRs in the Official Video for the period expiring 6 months after the Games.

25. Official Report

- (a) Upon the conclusion of the Games, the OC will publish the Official Report referred to in the *Games Manual - Knowledge Management*, in English, in accordance with the CGF's guidelines set out in the *Games Manual - Knowledge Management*.
- (b) The CGF Executive Board may in its discretion specify to the OC minimum requirements for the structure and content of the Official Report. The CGF Executive Board will provide its specifications not later than 2 years prior to the Closing Ceremony.
- (c) The OC will:
 - (i) include in the Official Report:
 - (A) all official results for the Games; and
 - (B) audited financial statements of the Games.
 - (ii) submit to the CGF Executive Board for its prior written approval a detailed outline of the contents of the Official Report 18 months before the Closing Ceremony;
 - (iii) submit the proofs of the contents of the Official Report to the CGF Executive Board for its prior written approval before it is printed;
 - (iv) provide the CGF Executive Board with a minimum of 60 days to review the contents of the Official Report and grant their written approval prior to publication; and
 - (v) deliver free of charge:
 - (A) 500 copies of the Official Report to the CGF Executive Board (or to its order) after publication;
 - (B) 1 copy of the Official Report to each of the International CGAs and IFs participating in the Games; and
 - (C) 1 copy of the Official Report to the CGF Executive Board for its archives in an electronic format determined by the CGF Executive Board.
- (d) Prior to completion of the liquidation of the OC, the OC will prepare and submit to the CGF Executive Board a final report, in English, on its operations in relation to such liquidation, including audited financial statements.

Part IX Commercial Rights and Marketing

26. Grant of Rights

- (a) In accordance with the *Games Manual - Marketing*, the CGF Executive Board may, in its absolute discretion, grant to the OC:
 - (i) subject to clauses 28 and 34(b), the Sponsorship Rights reserved to the CGF under Article 26(A)(3) for the Rights Period, as a result of which the OC's sponsors will have the right to be designated as an Official Sponsor of the Games within the Host Country and
 - (ii) subject to clause 30 the rights reserved to the CGF under Article 26(A)(2) in relation to the official website for the period from the date of this Contract until 31 December 2022.
- (b) The CGF Executive Board grants the CGA and the OC the exclusive licence to use the Official Emblem in connection with the Games for non-commercial purposes (other than where the Official Emblem appears as part of the Games Emblem) in such manner as the CGF Executive Board will approve.
- (c) The CGF Executive Board reserves its rights under Articles 26(A)(1), 26(A)(2), 26(A)(3), 26(A)(4) and 26(A)(5).

27. Marketing

27.1 Joint Marketing Programme

- (a) A joint marketing programme for the commercial exploitation by the OC of any rights granted by the CGF will be developed in accordance with the *Games Manual - Marketing* by the CGA, the OC, and the Host City, subject to the approval of the CGF Executive Board. All elements of the joint marketing programme relating to the Games and Games IPRs including, without limitation, the Games Materials will be developed in conjunction with the CGF Executive Board.
- (b) The terms of the joint marketing programme must be consistent with the Joint Marketing Programme Agreement entered into between the CGF, the OC, the CGA, the Government and the Host City.
- (c) The CGF Executive Board will be entitled to send up to two representatives to attend any meeting in relation to the joint marketing programme and to receive all associated papers and minutes. The costs associated with the CGF Executive Board's representatives attending such meetings will be borne by the CGF Executive Board.
- (d) The OC, the CGA, the Host City and the Host Country will not participate, directly or indirectly, in any marketing in relation to the Games other than as expressly permitted by the Joint Marketing Agreement.
- (e) The OC shall provide a detailed report to the CGF Executive Board on the joint marketing programme on a six monthly basis and shall provide the CGF Executive

Board with any information requested by it in relation to the joint marketing programme.

27.2 Protection of Rights

- (a) The Government, the Host City, the CGA and the OC acknowledge the importance of protecting rights associated with the Games including, without limitation, rights granted to Games sponsors and other commercial partners.
- (b) The Government, the Host City, the CGA and the OC agree to take all necessary steps, and agrees to procure that all Governmental Agencies take all necessary steps, at their cost to protect those rights, including by developing and implementing a programme for the protection of Games IPRs and all other Games proprietary rights, and the prevention of ambush marketing activities by unauthorised third parties. The OC will submit to the CGF Executive Board for its prior written approval a detailed plan for this programme no later than 4 years prior to the Opening Ceremony.
- (c) The OC will ensure that all Games venues are provided:
 - (i) free of advertising, commercial signage, and all other third party sponsor material not previously approved in writing by the CGF Executive Board; and
 - (ii) free of concession and all other third party commercial rights not previously approved in writing by the CGF Executive Board prior to the election of the Host City.
- (d) Without restricting the generality of clause 27.2(b), the Government, the Host City, the CGA and the OC will take all necessary steps, and agree to procure that all Governmental Agencies take all necessary steps, to ensure that no persons conduct any marketing, advertising or promotional campaigns in the Host Country which imply any approval, affiliation, connection or sponsorship of or with the Games, Games IPRs or any Games team or the year of the Games which are not expressly authorised by the CGF Executive Board or any party authorised to grant such rights under this Contract or the Joint Marketing Programme Agreement. Without limitation, the steps to prevent such unauthorised activities or ambush marketing will include:
 - (i) enactment of federal and/or state legislation to protect Games IPRs and other Games indicia from unauthorised use;
 - (ii) the enactment of state or local government legislation to prevent unauthorised activities within such areas (including, without limitation, the prohibition of unauthorised billboards or advertising structures and any unauthorised filming or recording for broadcasting or any commercial purpose) if contractual conditions and restrictions are not available or are inadequate for delivering clean venues and exclusive commercial rights in precincts such as "live sites";

- (iii) the Host City will ensure that it and any Governmental Agencies will not conduct, or grant any rights in relation to, any sponsorship or marketing campaigns identified with the Host City and or the Games for the Rights Period without the prior written approval of the CGF Executive Board;
- (iv) the CGA will procure that no NFs will conduct, or grant any rights in relation to, any sponsorship or marketing campaigns identified with the Host City and or the Games for the Rights Period without the prior written approval of the CGF Executive Board; and
- (v) the CGA and the OC will restrict commercial broadcasts, narrowcasts, or other commercial activities involving television, radio or the internet by any individual or entity other than holders of the Television Broadcast Rights, Radio Broadcast Rights or Internet Rights, including by proactively identifying and taking all necessary action against any such infringements.

28. Sponsorship Rights

28.1 Responsibility and Reservation of Certain Rights

- (a) The OC will be responsible for delivering any and all benefits and support services in and around the Games contractually committed to sponsors in accordance with the *Games Manual - Marketing*.
- (b) If the CGF Executive Board determines to grant to the OC any of the Sponsorship Rights, the CGF Executive Board shall nevertheless reserve the following, relative to the commercial exploitation of those Sponsorship Rights:
 - (i) the right of prior approval of the sales agent (if any) to act for the OC in relation to the commercial exploitation of marketing and sponsorship rights;
 - (ii) the right of representation in any negotiations by the OC or its agent relating to the commercial exploitation of marketing and sponsorship rights; and
 - (iii) the right to approve in advance all contracts to be entered by the OC relating to the commercial exploitation of marketing and sponsorship rights.
- (c) The OC, the Government, the Host City and the CGA each agree that from the date of this Contract, neither they nor any agent appointed on their behalf will negotiate or enter into any agreement for the commercial exploitation of international or domestic sponsorship rights in relation to the Games, other than in relation to any Sponsorship Rights granted to the OC by the CGF and only then in compliance with this clause 28.
- (d) If the CGF Executive Board determines to grant to the OC any of the Sponsorship Rights, the CGF Executive Board reserves the right to communicate directly with sponsors appointed by the OC for the purposes of developing long term relationships to enhance the viability and visibility of the Games.

28.2 Sponsorship Agreements

- (a) Any proposed sponsorship agreement as permitted under this Contract will be consistent with the terms of this Contract and the Joint Marketing Programme Agreement.
- (b) If the CGF Executive Board determines to grant to the OC any of the Sponsorship Rights, the CGA and the OC will:
 - (i) provide the CGF Executive Board with a copy of all proposed agreements not less than 14 days before they are to be signed; and
 - (ii) provide the CGF Executive Board with copies of all completed agreements within 1 month of execution.

28.3 Sponsorship Revenues

- (a) If the CGF Executive Board determines to grant to the OC any of the Sponsorship Rights, the OC will be entitled to all revenues from the rights granted to it by the CGF in relation to the CGA's territory.
- (b) The territorial sponsorship rights of each International CGA will be fully preserved and the OC will ensure that it obtains written permission from an International CGA (including by way of cash or value-in-kind consideration) before the OC or a sponsor may exploit its association with the Games in that International CGA's territory by including that International CGA's territory within the territories covered by a sponsorship agreement.
- (c) Any revenues received by the OC which relate to the territories of International CGAs under clause 28.3(b) above must be paid to the relevant international CGA, in the case of cash payments, within 30 days of receipt by the OC and, in the case of value-in-kind revenues, as negotiated with the sponsor in order to meet the needs of the OC or the International CGA or both. The OC will be entitled to all interest earned on revenues retained within the said 30 days.

28.4 Financial allocation in relation to Sponsorship Rights

If the CGF Executive Board determines not to grant all or any of the Sponsorship Rights (*Non-assigned Sponsorship Rights*) to the OC, the OC may be entitled to receive a payment from the CGF in accordance with clause 34 in relation to the CGF's exploitation of any Non-assigned Sponsorship Rights.

29. Broadcast Rights and Other Commercial Rights

29.1 Ownership and Licensing

- (a) The CGF owns all rights in the film and/or broadcasts and/or recordings of all events, matches and activities of the Games including picture, sound and commentary tracks arising by virtue of broadcast in each IPR Territory, including, without limitation, the Television Broadcasting Rights, the Radio Broadcasting Rights and the Internet Rights (the *Broadcast Rights*). The other parties to this

Contract hereby assign to the CGF all present and future IPRs subsisting in the Broadcast Rights which may be held by those parties and agree to procure, in so far as they are able, that any Governmental Agency or other third parties assign any such rights to the CGF.

- (b) The CGF has the exclusive right to negotiate with potential broadcasters and other potential holders of the Television Broadcasting Rights, Radio Broadcasting Rights and Internet Rights (other than in relation to the Games Website) and the CGA, the OC, the Host City and the Government acknowledge that they have no claim in, or right to, any of the Television Broadcasting Rights, the Radio Broadcasting Rights or the Internet Rights (other than in relation to the Games Website).
- (c) From the date of this Contract, neither the OC, the Government, the Host City, the CGA nor any agent appointed on their behalf will negotiate or enter into any agreement for the commercial exploitation of international or domestic Broadcast Rights.
- (d) The OC will be responsible for delivering any and all benefits and support services in and around the Games contractually committed to holders of the Television Broadcasting Rights, Radio Broadcasting Rights and Internet Rights.

29.2 Financial allocation in relation to Broadcast and Internet Rights

The OC may be entitled to receive a payment from the CGF in accordance with clause 34 in relation to the CGF's exploitation of the Television Broadcasting Rights, the Radio Broadcasting Rights and the Internet Rights (other than the Games Website).

29.3 Broadcast Quality and Media Guide

- (a) In accordance with the *Games Manual - Broadcasting* and the *Games Manual - Press Operations*, the OC will take all necessary steps to facilitate the work of the mass media in covering the Games, including, without limitation, by:
 - (i) establishing a host broadcast operation for the production of the international signal "Basic Feed" and the "Highlights Packages";
 - (ii) providing the necessary infrastructure, facilities and services to operate the International Broadcast Centre, Main Press Centre and broadcast and media facilities at the venues; and
 - (iii) performing any obligations which are required to be performed under the terms of the CGF's contracts with any Broadcast Rights holders.
- (b) The OC will create a media guide in accordance with the *Games Manual - Press Operations* and submit the media guide to the CGF Executive Board for its consent and written approval not later than 6 months prior to the Opening Ceremony. The media guide must deal with all media issues relevant to the Games, including, without limitation, media accreditation, broadcast standards and use of images.
- (c) The OC will create a broadcast guide in accordance with the *Games Manual - Broadcasting* and submit the broadcast guide to the CGF Executive Board for its consent and written approval not later than 12 months prior to the Opening

Ceremony. The broadcast guide must deal with the matters detailed in the *Games Manual - Broadcasting*.

- (d) The OC will ensure that the quality of the television and radio signal of host broadcasts, Internet content, and all television and radio archives created for the Games meets the minimum standards as outlined in the *Games Manual - Broadcasting* and any media or broadcast guide approved by the CGF Executive Board.

29.4 Pre-Games Programming

The OC is responsible, via its contracted Host Broadcaster, to provide Rights Holding Broadcasters (in tape, DVD or digital format (as requested by the CGF) with English-language voice-over, music and effects and copies of scripts) the following:

- (a) twelve (12) 'Road to (name of Host City)' programmes (***Journey Programmes***) and which cover areas including:
 - (i) planning, preparations and progress of the Games;
 - (ii) volunteers/games makers;
 - (iii) athlete profiles;
 - (iv) sport profiles;
 - (v) past performances and stories from the CGF archive;
 - (vi) segments on the life and culture of the Host City;
 - (vii) segments on other important cities in the country of the Host City; and
 - (viii) interviews with key OC and CGF executives
- (b) Each Journey Programme must be of 30-minutes duration and to be made ready on the first day of each month commencing one-year out from the commencement of the Games.
- (c) A series of audio visual recordings which reflect the culture and attributes of the Host City in a favourable light and which cover areas including including multiculturalism, tourism, flora and fauna, and history (***Video Vignettes***). The Video Vignettes must be made available to Rights Holding Broadcasters two months prior to the commencement of the Games. The OC must, via its contracted Host Broadcaster, provide Rights Holding Broadcasters with:
 - (i) twelve (12), each of thirty-seconds (0'30") duration;
 - (ii) four (4), each of two minutes and thirty seconds (2.30) duration;
 - (iii) three (3) each of five minutes (5.00) duration.

29.5 Highlights Package

- (a) The OC agrees that it will, at its own cost, produce and distribute a daily two hour (or two by one hour) programme of the highlights of each day (or two one hour programmes) of the Games with an English commentary (each a ***Highlights Package***).

- (b) The OC shall submit to the CGF Executive Board for its review and approval a detailed plan and scope in relation to the Highlights Package not later than 2 years prior to the Opening Ceremony and the OC shall implement any directions given by the CGF Executive Board in relation to the plan and scope.
- (c) The OC, following the Broadcast Rights sale process, is responsible for ensuring that the Highlights Packages are up-linked by satellite in encoded format over appropriate systems so that they can be readily accessed by terrestrial stations without payment to the CGA, the OC or any other person) in all of the Sub Continents of Africa, the Caribbean, South East Asia, the Indian Sub-Continent, the Americas and Oceania (excluding Australia and New Zealand). The CGA and the OC will not be required to bear any down-link satellite costs.
- (d) The CGF shall retain all distribution and exploitation rights in relation to the Highlights Packages. The OC shall ensure that the CGF is made a party to any contract to be entered into by the OC with a third party for the production and distribution of the Highlights Packages. If this is not possible, the OC shall sign the contract for itself and as trustee of the benefit of the contract for the CGF and shall:
 - (i) ensure that any such contract provides that the third party:
 - (A) agrees that the ownership of all IPRs in or related to the Highlights Packages immediately vest in the CGF upon creation and in perpetuity;
 - (B) agrees to co-operate with the CGF in relation to the registration and protection of the IPRs in the Highlights Packages;
 - (C) warrants that it will not make any claim for ownership or any other claim in relation to the IPRs in the Highlights Packages at any time in the future;
 - (D) warrants that it shall inform the OC and the CGF immediately upon receiving notice or becoming aware that the IPRs in the Highlights Packages have been, or may have been, infringed; and
 - (E) agrees that the OC may, in its discretion, assign its rights in the contract and any IPRs in or related to the Highlights Packages to the CGF at any time;
 - (ii) ensure that any such contract includes the right for the OC to assign or sub-license its rights in the contract or the IPRs in the Highlights Packages and other rights granted or created under it to the CGF at any time and in its discretion;
 - (iii) obtain the approval of the CGF Executive Board prior to entering into that contract; and
 - (iv) assign, or procure the assignment by any third party, to the CGF of all IPRs relating to the highlights programme arising from the creation of the Highlights Packages.

- (e) Each Highlights Package will include at least 75% of the sports contested on that day.
- (f) The up-linking will be completed each day not later than 6 hours after the conclusion of the last event on that day included in that Highlights Package.
- (g) Such Highlights Package may be used by the CGF in its absolute discretion in any Territory.
- (h) The OC acknowledges that the Highlights Packages are produced and distributed to ensure maximum Broadcast Exposure of the Games, and will assist the CGF in realising this goal.

29.6 Digital Media

- (a) The OC shall assist the CGF in relation to the CGF's exploitation of Internet Rights in the Basic Feed and Highlights Packages through new media including, without limitation, mobile telephony, hand held devices and tablets, to avoid prejudicing the value of the ongoing Television Broadcasting Rights and Radio Broadcasting Rights.
- (b) The OC will ensure that reasonable technological measures (including the requirement to geo-lock content and any other measures required by the CGF from time to time) are applied to the Basic Feed and Highlights Packages to minimise the exploitation of Internet Rights (both legally and illegally) by third parties who have not licensed the rights.

30. Games Website

-
- (a) The CGF grants to the OC for the period from the date of this contract until 31 December 2022 the exclusive right to design, create, operate, maintain and exploit, on the world wide web and via any Internet related protocol, the official website for the Games (**Games Website**) in accordance with the guidelines to be developed by the CGF Executive Board, but subject to the prior approval of the CGF Executive Board as to content and functionality.
 - (b) Notwithstanding clause 30(a), the Internet protocols used in relation to the Games Website must not:
 - (i) include Internet "streaming" or any other form of transmission capable of making available or communicating to the public via the world wide web any "live"/real-time images, sound or other broadcast footage of the Games; or
 - (ii) otherwise provide any communication or transmission of images or sound which would infringe the Broadcast Rights or Internet Rights or both granted to third parties pursuant to this Contract or any other agreement entered into as authorised or permitted by this Contract.
 - (c) The rights granted to the OC in relation to the Games Website under clause 30(a) will include the right to use and exploit on the world wide web any and all official

names, trademarks and/or logos sanctioned or approved by the CGF Executive Board in, of or pertaining to the Games excluding all International CGA marks.

- (d) With respect to the rights granted to the OC in relation to the Games Website in clause 30(a), the CGF consents (to the extent that the CGF owns such rights) to the use by the OC of participant and event related information, static images and/or data including still images, results, statistics and biographies. The OC's use on the Games Website of any historical and other material contained within the CGF's website shall be subject to the prior written approval of the CGF Executive Board.
- (e) The OC will obtain the prior written approval of the relevant International CGA should a sponsor wish to exercise any commercial rights including e-commerce transactions through the Games Website assigned to it within the territory of an International CGA.
- (f) The OC will include on its Games Website links to the CGF's website and (when established) any website established in respect of subsequent Games.

Part X Knowledge Transfer, Technology Transfer and Archives

31. Knowledge Transfer and Games Knowledge Management Programme (GKMP)

- (a) In the interests of the organisation of the Games in the best possible manner and in a way which contributes to the further development of the Games Movement, the CGF, the CGA, the OC, the Host City and the Government mutually agree to share their knowledge and expertise and take all reasonable steps to assist the effective preparation, planning, organisation and staging of the Games in compliance with the GKMP.
- (b) The OC will co-operate and participate fully in the GKMP in order to maximise the benefits for the OC and the CGF. This co-operation and participation will include, without limitation, meeting all of the OC's obligations under this Contract including, without limitation, all obligations contained in the *Games Manual - Knowledge Management*.
- (c) The OC acknowledges and agrees that:
 - (i) the GKMP will evolve over time based on the specific needs of the OC and changes in technologies and methodologies;
 - (ii) the CGF Executive Board may in its discretion update and modify the GKMP from time to time; and
 - (iii) updates and changes to the GKMP will in no way reduce the obligations on the OC as set out in this Contract.
- (d) The CGF will share its knowledge and expertise, which it has acquired over the years, to assist the CGA and the OC in relation to the preparation, planning, organisation and staging of the Games.
- (e) The CGA and the OC will:

- (i) take all reasonable steps to preserve and share their knowledge, information, experience and expertise with the CGF and, subject to the approval of the CGF Executive Board, with the organising committees of subsequent Commonwealth Games, in support of the GKMP and in accordance with the *Games Manual - Knowledge Management*; and
 - (ii) if requested by the CGF Executive Board, assist the organising committees and bid cities of subsequent Commonwealth Games in planning their Commonwealth Games in support of the GKMP and in accordance with the *Games Manual - Knowledge Management*.
- (f) In order to assist in the sharing of knowledge and expertise in relation to the Games, the CGF Executive Board shall nominate a person to act as the GKMP Project Manager who will report to the CGF Executive Board and will be based in the OC's office in the Host City within one year of the selection of the Host City. The OC will share its knowledge and expertise in relation to the Games with the GKMP Project Manager and shall be responsible for all costs associated with the GKMP Project Manager during this period.
- (g) Not earlier than 6 years prior to the Opening Ceremony, but not later than 5 years prior to the Opening Ceremony, the CGF shall provide to the OC comprehensive Knowledge Transfer Guidelines that includes the types of data, information and knowledge which must be captured and transferred by the OC, the CGA, the Host City, the Government and all Governmental Agencies to the CGF in support of the GKMP (in addition to that specified in the *Games Manual - Knowledge Management* or elsewhere in this Contract).
- (h) In the 6 month period following the OC's receipt of the Knowledge Transfer Guidelines from the CGF under clause 31(g), and not later than 4 ½ years prior to the Opening Ceremony, the OC must work with the CGA, the Host City, the Government and all Governmental Agencies in reviewing the Knowledge Transfer Guidelines adding specific data, information and knowledge to the Knowledge Transfer Guidelines which should be captured and transferred by the OC, the CGA, the Host City, the Government and all Governmental Agencies to the CGF in support of the GKMP.
- (i) Not later than 90 days after the OC's receipt of the Knowledge Transfer Guidelines from the CGF under clause 31(g), the OC must submit to the CGF an updated draft of the Knowledge Transfer Guidelines and a plan detailing the manner in which the OC has worked and will work in the future with the CGA, the Host City, the Government and all Governmental Agencies to ensure that all data, information and knowledge which should be captured and transferred to the CGF in support of the GKMP is identified and added to the Knowledge Transfer Guidelines.
- (j) Not later than 90 days after the CGF's receipt of the updated draft Knowledge Transfer Guidelines from the OC under clause 31(i), the CGF will finalise and provide to the OC, the final form of the Knowledge Transfer Guidelines..
- (k) Following the OC's receipt of the finalised Knowledge Transfer Guidelines from the CGF under clause 31(j), the OC will work co-operatively with the GKMP Project

Manager (including by allocating staff and other resources and by giving the GKMP Project Manager access to all information systems) to develop a detailed plan for the capture and transfer of data, information and knowledge by the OC, the CGA, the Host City, the Government and all Governmental Agencies to the CGF in support of the GKMP and will update the draft inventory on an ongoing basis.

- (l) The OC will fully cooperate with the CGF and its appointed agents to facilitate the conduct of a comprehensive Observer Programme. The CGF will coordinate, fund and manage the programme in cooperation with the OC and the OC will provide at its cost in support of the programme the following:
- (i) Coordination and booking of the Observer Programme Hotel including accommodation and meals for Observer Programme staff and Advisors (note participants accommodation and meals are at their own cost);
 - (ii) Meeting, seminar, administration rooms at the Observer Programme Hotel and all required technology systems and support;
 - (iii) Transport required to plan and deliver the Observer Programme;
 - (iv) Catering and hospitality at the Observer Programme Hotel;
 - (v) Accreditation access for management and participants as specified by the CGF;
 - (vi) Uniforms for the management staff and advisors;
 - (vii) Printing and publication costs of the Observers Programme and Welcome packs.

Should the CGF agree to allow participants other than from the next Host City and Commonwealth Games Candidate Cities or prospective bid cities, a subscription fee will be charged for these additional participants.

- (m) The OC will cooperate with and fully participate in, at its own cost, the Debriefing programme to be hosted by the next Host City and coordinated by the CGF. The CGF and the OC will agree the level of participation which in any case will not be less than 15 representatives of the OC including senior executives and delivery partners (government) representatives.

32. Information Systems Transfer

- (a) The OC shall ensure that the CGF is made a party to any contract to be entered into by the OC with a third party relating to Information Systems or other information technology. If this is not possible, the OC shall sign the contract for itself and as trustee of the benefit of the contract for the CGF and shall:
- (i) ensure that any such contract is on terms and conditions which provides sufficient rights so that the OC (or any assignees or sub-licensees) will be able to effectively use the Information Systems or other information technology; and

- (ii) obtain the written approval of the CGF Executive Board prior to entering into any such contract.

In addition, the OC shall ensure that any such contract provides that the third party:

- (iii) agrees that all IPRs in or related to the subject Information Systems or other information technology vests immediately in the CGF; and
- (iv) agrees to co-operate with the CGF in relation to the registration and protection of the IPRs in the subject Information Systems or other information technology; and
- (v) warrants that it will not make any claim for ownership or other claim in relation to the IPRs in the subject Information Systems or other information technology at any time in the future; and
- (vi) warrants that it will inform the OC and the CGF immediately upon receiving notice or becoming aware that the IPRs in the subject Information Systems or other information technology have been, or may have been infringed.

If it is not possible for the provisions described in clauses 32(a)(iii)-32(a)(vi) to be included in any such contract, the OC shall ensure that the OC is granted a perpetual, worldwide, royalty free licence that can be assigned and/or sub-licensed and that the OC is able to:

- (vii) assign the license (and all other IPRs assigned to it pursuant to the contract) to the CGF; or
- (viii) assign its right to the contract to the CGF.

- (b) If requested by the CGF Executive Board, the OC will enter into, and will use its best endeavours to ensure that its information technology suppliers enter into, an escrow agreement in relation to the source code and object code for the Information Systems. The escrow agreement will be in a form approved by the CGF Executive Board and will provide for the release of the source code and the object code by the escrow agent to the CGF, and for the grant to the CGF by the information technology supplier of a perpetual, world-wide, royalty-free licence for the use and exploitation of the IPRs in the source code and the object code, in the event that:

- (i) the CGF has a right to terminate this Contract for breach by the OC;
- (ii) the OC, or its information technology suppliers become or threaten to become or are in jeopardy of becoming subject to any form of insolvency administration; or
- (iii) the OC is unable to rectify a breach of warranty within a reasonable period and the CGF elects to exercise its right to correct the defects itself or through a third party.

- (c) As part of its obligation to assist the CGF and future organising committees of the Games, the OC, the Government, the Host City and the CGA will:

- (i) in relation to Information Systems and Games related information technology created, written, developed or owned by the OC, permit the CGF, organising committees of future Games, and their respective employees, representatives and information technology suppliers free access to, and provide such training and advice necessary to enable the CGF to become fully familiar with, the design, architecture and operation of, the Information Systems and related information technology; and
 - (ii) in relation to Information Systems and Games related information technology created, written, developed or owned by third parties, provide reasonable assistance and cooperate with requests by the CGF Executive Board in seeking access to, and training and advice to enable familiarity with the design, architecture and operation of, the Information Systems and related information technology for the CGF, organising committees of future Games, and their respective employees, representatives and information technology suppliers from the relevant third party.
- (d) The OC will, at its own expense, provide the CGF Executive Board at regular intervals from the date of this Contract, and within 2 months of the Closing Ceremony, with
 - (i) notices containing details of all of the Information Systems which it owns, licences or otherwise utilises in relation to the Games, including, without limitation, all third party Information Systems;
 - (ii) the opportunity to, or assistance in obtaining permission to, audit the Information Systems contained in that notice; and
 - (iii) assistance in obtaining licences in relation to third party Information Systems.
- (e) The CGF will, at its discretion, nominate the document management and any associated information collaboration system to be used by the OC. The OC will be responsible for the full licensing and implementation costs providing that the system is provided at fair market value and meets the reasonable functionality requirements of the OC. This system will enable the OC's Information Management and collaboration with the GKMP and will be the system which supports capture of information, sharing of information and reporting to the CGF by the OC. The OC will not implement any parallel systems and will use this system exclusively for the storage of all information and, in so far as it is permissible by local laws, will use its best endeavours to ensure that all delivery partners, governments and contractors use the same system as relates to their responsibilities and planning for the Games.
- (f) At the request of the CGF Executive Board, the OC will, at its own expense, transfer to the CGF all or any part of the existing Information Systems that it owns and will ensure that any Governmental Agency transfers to the CGF all or any part of the Information Systems which have been developed and are owned by that Governmental Agency. Such transfer will be carried out, as directed by the CGF Executive Board, as and when these Information Systems and their successive

versions become available, including the final version after the Closing Ceremony, within a period not exceeding 6 months from the Closing Ceremony.

- (g) Concurrently with the physical transfer of the Information Systems to the CGF under clause 32(e), the OC will assign to the CGF, without charge, all IPRs owned by the OC in the Information Systems, including all supporting documentation as reasonably required by the CGF.
- (h) To the extent any IPR subsisting in the Information Systems is owned by a third party, the OC will, at its own expense, use its best endeavours to procure the assignment of the relevant IPRs to the CGF. If consent to such assignment cannot be obtained or the relevant IPRs cannot otherwise be assigned under relevant laws, then the OC will use its best endeavours to procure the grant to the CGF of a perpetual, world-wide, royalty-free licence for the use and exploitation of the relevant IPRs. Such licence must be capable of being assigned and sublicensed at the discretion of the CGF.
- (i) The OC warrants that:
 - (i) no right, title or interest in the relevant Information Systems and IPRs assigned, licensed or otherwise transferred to the CGF under this clause 32 is:
 - (A) infringed or under threat of infringement, nor will be infringed by their use as contemplated under this Contract or by assignment, license or transfer to the CGF, including, without limitation, in respect of any third party; or
 - (B) subject to any other matter which would otherwise affect the full and quiet enjoyment by the CGF of the relevant Information Systems or IPRs upon its assignment, license or transfer to the CGF; and
 - (ii) the Information Systems assigned, licensed or otherwise transferred by it under this Contract is or will be:
 - (A) free from defects and errors;
 - (B) free from all viruses and random, built in or automatic expiry dates;
 - (C) properly installed;
 - (D) perform in accordance with all relevant specifications, whether or not expressed in this Contract; and
 - (E) be fit for purpose.
- (j) The OC will indemnify the CGF in relation to any Claim arising in respect of the Information Systems and IPRs assigned, licensed or otherwise transferred to the CGF under this clause 32, including, without limitation, in respect of any Claim by a third party against the CGF alleging that the Information Systems or Software infringes any IPRs of any person. The OC will notify the CGF Executive Board as soon as practicable of any infringement, suspected infringement or alleged infringement by the Information Technology or Software of the IPRs of any person.

33. Games Materials

- (a) The OC, the CGA, the Government and the Host City each agree to ensure, and agree to procure that all Governmental Agencies agree to ensure, that, during the period leading up to, including and subsequent to the Games, all Games Materials relating to the Games are safely kept, managed and archived and that the CGF will have free access to all such archives.
- (b) The OC will submit to the CGF Executive Board for its review and prior written approval, not later than 6 months after the date of execution of this Contract, an information management plan which:
 - (i) sets out details on the system for archiving Games Materials in accordance with clause 33(a);
 - (ii) supports the CGF's free access to Games Materials; and
 - (iii) supports the CGF's use of Games Materials in the GKMP.
- (c) The OC, the CGA, the Government and the Host City each agree that they will, at their own expense, and at intervals during the period commencing 6 months after execution of this Contract and concluding 6 months after the Closing Ceremony, progressively and in a manner determined mutually by the OC, the CGA, the Government and the Host City (as applicable) and the CGF Executive Board:
 - (i) assign to the CGF all rights, title and interests in the Software; and
 - (ii) deliver to the CGF:
 - (A) a hard and soft copy of all Games Data (soft copy as minimum);
 - (B) a recording, in a format previously agreed with the CGF, of the international signal "Basic Feed" produced by the host broadcaster; together with a hard and electronic version of the logging sheets of the material contained in the recording and a copy of all Highlights Packages distributed during the Games; and
 - (C) a soft copy of all Internet content included in the Games Website, together with all code, documentation, Software, programmes and applications and other material relating to the design and architecture of the Games Website.
- (d) The OC, the CGA, the Government and the Host City each agree that they will also deliver to the CGF on request any of the material required to be delivered periodically under clause 33(c).
- (e) The OC, the CGA, the Government and the Host City each agree that they will provide the CGF free of charge with access to and usage rights for the content and support systems for all digital libraries containing photographs, plans and film footage relating to the Games taken by or for the OC, the CGA, the Government or the Host City or the official Games photographer or film-maker.
- (f) To the extent any IPR subsisting in the material to be delivered under clause 33(c) is owned by a third party, the OC, the CGA, the Government or the Host City will,

at their own expense, use their respective best endeavours to procure the assignment of the relevant IPRs to the CGF. If consent to such assignment cannot be obtained or the relevant IPRs cannot otherwise be assigned under relevant laws, then the OC, the CGA, the Government or the Host City will use their respective best endeavours to procure the grant to the CGF of a perpetual, world-wide, royalty-free licence for the use and exploitation of the relevant IPRs. Such licence must be capable of being assigned and sublicensed at the discretion of CGF Executive Board.

Part XI. Financial and Commercial Obligations

34. Host Fee and other fees

(a) Subject to clause 37, the OC will pay the following amounts to the CGF (the *Host Fee*) for the right to host the Games:

- (i) £1.5 million within 3 months of execution of this Contract;
- (ii) £1.5 million on 1 January 2017;
- (iii) £1.5 million on 1 January 2018;
- (iv) £1.5 million on 1 January 2019;
- (v) £1.5 million on 1 January 2020;
- (vi) £1.5 million on 1 January 2021; and
- (vii) £1.5 million on 1 January 2022.

In its absolute discretion and without any obligation to do so, the CGF may accept value-in-kind, rather than cash, in satisfaction of the whole or any part of the OC's payment obligations under this clause.

(b) If the CGF determines to grant the Sponsorship Rights to the OC, the OC shall, subject to clause 37, pay £100,000.00 to the CGF in consideration of the grant of the Sponsorship Rights in equal annual instalments on the dates set out in clause 34(a).

(c) If the OC fails to pay to the CGF on the due dates any of the amounts described in clauses 34(a) or 34(b), the CGF may immediately demand, and the OC must pay, interest on such overdue amounts at the rate equivalent to 1.5% above the Bank of England base rate prevailing at the time on a per annum basis calculated daily, until such amounts are paid in the full. The right to require payment of interest under this clause is without prejudice to any other rights the CGF may have against the OC at law or in equity.

(d) Provided that the CGF Executive Board is satisfied (acting reasonably) that the CGA, the Government, the Host City and the OC have each satisfied their material obligations under this Contract and other Games Documents, then, the CGF shall pay to the OC:

- (i) an amount equal to the revenue received by the CGF from its exploitation of the Television Broadcasting Rights, the Radio Broadcasting Rights and the Internet Rights (other than in relation to the Games Website) net of any direct sales costs, commissions or taxes; and
 - (ii) if the CGF does not assign all or any of the Sponsorship Rights to the OC under clause 28, an amount equal to the revenue received by the CGF from its exploitation of the Non-assigned Sponsorship Rights net of any direct sales costs, commissions or taxes within 10 Business Days of the CGF Executive Board's receipt of relevant revenue.
- (e) If the CGF Executive Board is not satisfied (acting reasonably) that the CGA, the Government, the Host City and the OC have satisfied the obligations described in clauses 34(b) and 34(d), the CGF shall withhold the payments described in clauses 34(d) and 34(f) until such time as the CGF is satisfied that such obligations have been met.
- (f) The CGF and the OC acknowledge that the CGF has invested in developing the GKMP of which the CGA, the OC, the Host City, and the Government partners are major beneficiaries. The OC agrees to support the further development of the GKMP the minimum requirements of which are outlined in this Host City Contract and the Games Manual – Knowledge Management. Recognising the substantial cost to the CGF should the OC not provide support for the GKMP as required, the CGF and the OC agree that depending upon the extent to which the OC has supported the GKMP and fulfilled its obligations in relation to the GKMP (including under clause 31) and in accordance with the criteria applying to the rebate set out in Appendix C, the CGF may rebate to the OC up to £1.5 million of the Host Fee paid by the OC to the CGF.
- (g) The CGF shall be entitled to set off any amounts payable by the CGF to the OC under clauses 34(d) or 34(f) against any amounts payable by the OC to the CGF under clauses 34(a) or 34(b).

35. Charges

- (a) The prices to be charged by the OC to members of the Games Family for all external services other than those provided free of charge under CGF Documents, including, without limitation:
- (i) accommodation for IFs and other accredited delegates including media representatives;
 - (ii) transport;
 - (iii) voice and data communications facilities and services including telephone charges;
 - (iv) specific equipment for the Press Radio and Television;
 - (v) rental of office space;
 - (vi) office equipment

- (vii) parking space; and
- (viii) specialised equipment;

will be at rates not exceeding the lower of the maximum rates set out in the 2022 Candidate City Manual and the 2022 Candidature File and the cost to the OC (net of all discounts, rebates and subsidies). With regard to accommodation, costs may include a limited royalty or commission to cover the expenses of reservation management and processing, either by the OC or by a third party vendor. This allowance is intended to provide for cost recovery only and is not intended to permit profiteering at the expense of accommodation users. Substantiation of such royalty or commission may be requested according to 35 (b) below.

- (b) If requested, the OC will provide verification that charges for the services and facilities in clause 35(a) are at cost.
- (c) The prices for these services will be subject to variation to take account only of inflation and bona fide market forces in the Host Country between the date of the Contract and the Opening Ceremony. Such variation may be by way of cost reductions in respect of reduced charges by third party communication services but must not be by way of variation artificially imposed by the OC.

36. Currency

In the event that the currency of the United Kingdom becomes the Euro:

- (a) all sums payable to the CGF in Bps will be converted into Euros at the irrevocably fixed conversion rate for Bps according to the first sentence of Article 1091(4) of the Treaty establishing the European Community; and
- (b) the rounding rules laid down in *Regulation (EC) No 1103/97* will apply.

37. Taxes

- (a) The payments to the CGF described in this Contract have been calculated on the basis that they will not be subject to any Taxes.
- (b) If the OC is obliged to make a deduction in respect of any Taxes from a payment made under this Contract:
 - (i) it will promptly pay the amount deducted to the appropriate government agency;
 - (ii) within 30 days of the end of the month in which the deduction is made, it will give the CGF the original receipt (or other documents acceptable to the CGF) evidencing the payment;
 - (iii) on the due date it will pay the CGF an additional amount so that the CGF receives a net amount (after allowance for any further deduction and any Taxes on the additional amount) equal to the amount it would have received if no deduction had been made. It will indemnify the CGF against

- the Taxes and any amounts recoverable from the CGF in respect of the Taxes; and
- (iv) waives any statutory or other right to recover from the CGF any amount paid under this provision.

38. Compliance and Security

38.1 Compliance with Laws

The CGA, OC, Government and Host City must, in performing its obligations and exercising its rights under this Agreement, comply with all applicable Laws including all applicable Privacy Laws.

38.2 Protection of Data

The CGA, OC, Government and Host City will use its best endeavours to protect or procure the protection of all Games Data and Information Systems.

39. Surplus

The OC will ensure that any surplus resulting from the celebration of the Games which remains after all financial commitments and other obligations to the CGF as provided in the Games Documents are discharged will be paid as follows:

- (a) 25% to the CGF;
- (b) 25% to the CGA; and
- (c) by the joint agreement of the CGA and the Government, 50% to the CGA or its nominee to be put towards a sports facilities endowment fund and/or for the development of sport in the Host Country.

Part XII Intellectual Property

40. Assignments and Licences

40.1 Assignment

- (a) Where this Contract requires IPRs to be assigned to the CGF the following provisions will apply (unless otherwise stated) and the OC, the CGA, the Host City and the Government will ensure that any Governmental Agency or third party is aware of and agrees to the application of these provisions:
- (i) The person (the **Assignor**) who has the obligation to assign IPRs to the CGF will either:
- (A) ensure that the IPRs are vested in the Assignor when they are created, or

- (B) ensure that the IPRs are assigned to the Assignor on terms that enable the Assignor to assign them to the CGF in accordance with clauses 40.1(a)(ii) and 40.1(a)(iii).
- (ii) The Assignor will assign to the CGF immediately following the Closing Ceremony, in all countries in which the IPRs subsist or will subsist in the future (the *IPR Territory*):
- (A) all IPRs free from encumbrances, including, without limitation, all vested, contingent and future IPRs; and
- (B) all rights of action in respect of any Claim for infringements of the IPRs including the right to seek injunctions, claim damages or any other remedy in respect of any infringing works whether now known or in the future created to which the Assignor is now or may at any time after the date of this Contract be entitled by any law in force in the IPR Territory,
- absolutely throughout the IPR Territory for the full period of the IPRs and all renewals reversions and extensions of such period subsisting or arising under any law in the IPR Territory and afterwards so far as permissible in perpetuity.
- (iii) The Assignor warrants to the CGF that at the time of any assignment:
- (A) the IPRs are vested in the Assignor; and
- (B) it is the sole legal and beneficial owner of the IPRs, free of all liens, charges, options, licences and encumbrances; and
- (C) to the fullest extent permitted by applicable laws in the IPR Territory, the Assignor has obtained or procured from the artist or creator of the relevant work:
- (1) a waiver in favour of the CGF and its licensees and their assigns of any Moral Rights in relation to that work; and
- (2) consent to any and all acts of the CGF and its licensees and their assigns which would but for that consent infringe any Moral Rights in relation to that work.
- (iv) To the extent that any IPRs required under this Contract to be assigned to the CGF in accordance with this clause 40.1(a) cannot be assigned under relevant laws, then the Assignor acknowledges that the relevant IPR is held by it and exercisable solely for the benefit of the CGF. The Assignor will grant to the CGF, or procure the grant, of a licence to exploit the relevant IPR for any and all uses by the CGF on an exclusive, world-wide, royalty-free basis, in perpetuity. Such licence must be capable of being assigned and sublicensed at the discretion of CGF.

40.2 Assignment of IPRs

- (a) The CGA, the OC, the Host City and the Government will assign, and will procure that all Governmental Agencies will assign, to the CGF as soon as possible after the Games, and in any event not later than 6 months after the Closing Ceremony all IPRs, present and future, subsisting in all material, products or works created or developed by or on behalf of or for the use of the CGA and the OC in relation to or in connection with the Games, including, without limitation, all Games Materials.
- (b) For the avoidance of doubt, the CGF will own all rights relating to the use and exploitation of the Games Materials including, without limitation, rights of access, adaptation, broadcasting, recording, reproduction, dissemination and transmission in any format and by any means whatsoever, whether existing now or developed in the future.

40.3 Licences

- (a) Where this Contract requires IPRs to be licensed by the CGF the following provisions will apply:
 - (i) the licence will (subject to contrary provisions in the Games Documents) be non-exclusive, restricted to the Host Country, royalty free and for non-commercial use only. Sublicensing and assignment will be prohibited.
 - (ii) all licenses and other rights granted to the CGA or the OC under this Contract will expire or otherwise revert to the CGF 6 months after the Closing Ceremony.

40.4 Registration

- (a) At its own cost, the OC shall take all steps necessary to apply for and register all registrable IPRs in the territories of Australia, Canada, India, New Zealand, the United Kingdom, the United States, the Host Country and any other territory nominated in writing by the CGF Executive Board.
- (b) Unless otherwise directed in writing by the CGF Executive Board, such applications and registrations are to be made in the name of the CGF.

41. Infringement, Proceedings and Applications

- (a) The CGA and the OC will, immediately upon becoming aware, give full written particulars to the CGF Executive Board of:
 - (i) any actual or suspected infringement within the Host Country of the rights of the CGF in relation to the CGF's IPRs; or
 - (ii) any allegation that the CGF's IPRs infringes the rights of any third party.
- (b) The CGA and the OC will not make any allegation, admission, settlement or comment in respect of any matter referred to in clause 41(a), without the prior written consent of the CGF Executive Board.

- (c) At the request of the CGF Executive Board, the CGA and the OC must at their own cost provide all information and assistance and take all such steps required in connection with any such matter under clause 41(a) including, without limitation, taking legal proceedings in the name of the CGF or the joint names of the CGF and the CGA and/or the OC if so directed by the CGF Executive Board.
- (d) Unless otherwise notified by the CGF Executive Board in accordance with clause 41(c), the CGF will have sole conduct of any proceedings relating to the CGF's IPRs and will have sole discretion to decide what action to take and whether or not to bring or defend any proceedings.
- (e) The CGF may to the extent it considers reasonable on the written request of the CGA or the OC and on being given such indemnities and security for the costs and liabilities that it may incur thereby:
 - (i) institute legal proceedings or become a party to any such proceedings to further the successful organisation or staging of the Games or to prevent the commercial exploitation of the Games by any other person;
 - (ii) make or join in any application for the registration of a trademark, domain name or other IPRs provided the CGF's proprietary rights are preserved; and
 - (iii) execute any further documentation or do any act or thing necessary to enable the CGA or the OC to organise or stage the Games or exercise the rights referred to above.
- (f) Unless otherwise agreed, the CGF's costs in complying with a request under clause 41(e) will be borne by the OC and the CGA.
- (g) The CGA and the OC will if requested by the CGF Executive Board assist in any application the CGF may make for the registration of a trademark, domain name or other IPRs. The cost of any such application will be borne by the CGF.

Part XIII Suspension and Termination

42. Suspension

- (a) Without prejudice to clause 43, the CGF may in its discretion suspend this Contract with immediate effect at any time by notice in writing to the CGA and the OC if the CGA or the OC breaches any of the terms of this Contract or the Games Documents.
- (b) The duration of any suspension will be at the discretion of the CGF and the suspension will be lifted when the CGF is satisfied that the CGA or the OC (as the case may be) is no longer in breach of this Contract.
- (c) If the CGA or the OC or both fail to remedy the breaches within a reasonable period after receiving notice in writing from the CGF under clause 42(a), the CGF may exercise its rights under clause 43(a)(ii) and terminate this Contract.
- (d) Upon suspension of this Contract:

- (i) all licences to use the CGF IPRs are suspended immediately; and
- (ii) the CGA and the OC must cease to exercise any of the rights otherwise granted under this Contract, including, without limitation, ceasing to use any and all of the CGF IPR, until the suspension is lifted.

43. Termination

- (a) The CGF may terminate this Contract and withdraw the Games from the CGA and the OC if:
 - (i) the Host Country or the Host City at any time before the Opening Ceremony or during the Games, is in a state of war (declared or undeclared) or in a situation recognised as one of belligerence; or
 - (ii) the CGA or the OC commit a material breach of this Contract or the Games Documents, provided that, in the case of a breach capable of remedy, the CGF will give written notice to both the CGA and the OC specifying such breach and requiring that such breach be remedied within 45 days of service of the notice. Following service of such notice the CGF, the CGA and the OC will negotiate in good faith during the notice period to agree how the breach specified in the notice will be remedied. The CGF may only exercise its right to terminate this Contract if such negotiations fail and the default is not remedied within such 45 days or such longer period as may be agreed.
- (b) Upon termination of this Contract:
 - (i) all licences to use the CGF IPRs terminate immediately; and
 - (ii) the CGA and the OC must cease to exercise any of the rights otherwise granted under this Contract, including without limitation ceasing to use any and all of the CGF IPRs.

44. Force Majeure

- (a) No party is to be liable to the others for failure to perform any obligation under this Contract to the extent that the failure is caused by Force Majeure, the effects of which could not have been reasonably anticipated or prevented by that party.
- (b) Notwithstanding clause 44(a), a Force Majeure will not affect the obligations of the CGA or the OC to pay to the CGF any amounts due under this Contract.
- (c) A party becoming aware of any Force Majeure must promptly notify the other parties in writing of the relevant facts and any likely delay or other effect, and both parties will use their best endeavours to mitigate the effects of the Force Majeure.
- (d) If Force Majeure continues for 3 successive months, any party may terminate this Contract by written notice with immediate effect and clause 43 will apply.

Part XIV General

45. Indemnity and Waiver

- (a) The CGA, the OC and the Host City jointly and severally undertake to indemnify and keep indemnified the CGF (including its officers, the CGF Executive Board, employees, members, directors, consultants, agents, contractors and other representatives) in respect of any Claim made or brought against the CGF, or which the CGF may sustain or incur, arising either directly or indirectly out of:
- (i) any breach or default under this Contract (including any breach of warranties, undertakings or representations) by the CGA, the OC, the Host City or their respective officers, members, directors, employees, consultants, agents, contractors and other representatives; and
 - (ii) any act or omission committed or alleged to be committed by the CGA, the OC, the Host City or their respective officers, members, directors, employees, consultants, agents, contractors and other representatives or any other incident or event occurring in connection with the Games or the staging of the Games.
- (b) The Host City, the CGA and the OC waive any right of Claim against the CGF, its officers, the CGF Executive Board, employees, members, directors, consultants, agents and other representatives, arising from any and all acts or omissions of the CGF (including its officers, the CGF Executive Board, employees, members, directors, consultants, agents, contractors and other representatives), as well as in the event of any performance, non-performance, violation or termination of this Contract by the CGF.

46. Insurance

- (a) From the date of this Contract the CGA and the OC will, at their own expense, arrange to obtain adequate insurance coverage in respect of all risks associated with the organisation and staging of the Games (the *Insurance*).
- (b) Risks covered by the Insurance obtained pursuant to clause 46(a) will include, without limitation:
- (i) risks normally covered by policies of public liability and comprehensive general liability insurance;
 - (ii) risks normally covered by policies of accident insurance and medical insurance; and
 - (iii) acts of terrorism, except to the extent the CGA and the OC can prove to the reasonable satisfaction of the CGF that:
 - (A) adequate cover for acts of terrorism is provided pursuant to a Government scheme; or

- (B) cover for acts of terrorism is not available at commercially acceptable terms.
- (c) The level of cover provided by and terms of the Insurance are subject to the prior written approval of the CGF Executive Board.
- (d) The CGA and the OC must designate and maintain the CGF as an additional insured party in all Insurance policies.
- (e) The Insurance policies must provide:
 - (i) specific reference to this clause 46;
 - (ii) that the insurers will waive any and all rights of subrogation against the CGF;
 - (iii) that the CGF will be named as additional insured and loss payee for its respective rights and interests as the CGF, subject to a severability of interests clause;
 - (iv) in the case of any policy of insurance covering risks normally covered by policies of accident insurance and medical insurance, that they are for the benefit of the Games Family;
 - (v) that they will not be invalidated in respect of the CGF by any action or inaction by the CGA or the OC, and that the interest of the CGF is insured regardless of any breach or violation by the CGA and the OC of any warranty, declaration or condition contained in the insurance;
 - (vi) for payment to the CGF in full before payment to:
 - (A) the CGA and the OC;
 - (B) any mortgagee or financier the CGA and the OC; and
 - (C) other lien holders of the CGA and the OC who might also be named as insured, additional insured or loss payees on the insurance;
 - (vii) that the insurance is primary insurance without any right of contribution and that any other insurance of the CGA and the OC will be secondary or excess insurance; and
 - (viii) that the CGF will be given 30 days' prior written notice before any adversely material alteration to or lapse or cancellation of the insurance.
- (f) The CGA and OC will report to the CGF from time to time and upon the CGF's request, in respect of all matters of actual and potential risk and insurance or any claim under the Insurance including, without limitation, providing the CGF, on the CGF's request, copies of the Insurance policy documents and most recent premium receipts relating to the Insurance.
- (g) If the CGA or the OC fails to keep the Insurance in full force and effect the CGF may, in addition to any other rights it may enjoy, elect to pay the premiums due on the insurance or take out new insurance satisfactory to the CGF. Any sums paid by

the CGF in this regard will be repaid by the CGA and the OC to the CGF within 14 days' of the CGF notifying the CGA and the OC in writing of the premium paid.

- (h) The CGA and the OC will not by any act or omission invalidate the insurance or cause the premium in respect thereof to be increased.

47. Contract Construction

Nothing in this Contract may be construed as placing the parties or any of them in the relationship of partners, joint venturers or principal and agent with any other party and no party will have any power to bind or obligate any other party in any manner whatsoever (unless expressly provided for in this Contract).

48. Changes to the Contract

48.1 Requirements

- (a) All changes to this Contract must be made in writing and must be signed by each of the parties.
- (b) No changes to the 2022 Candidature File will be accepted after the date of this Contract without the prior written approval of the CGF Executive Board.
- (c) Subject to clause 48.1(a), this Contract:
 - (i) constitutes the entire agreement between the parties in relation to the organisation and hosting of the Games;
 - (ii) incorporates all agreements between the parties concerning the Games; and
 - (iii) supercedes any other oral or written representations or agreements made prior to the date of this Contract.
- (d) Any warranty, representation, statement, guarantee or other term or condition of any nature not contained or recorded in the Contract or the other Games Documents is of no force or effect.
- (e) The parties acknowledge that the CGF Documents and this Contract may evolve, be amended or be developed as a result of changes in technology, marketing and other factors.
 - (i) The CGF reserves the right to amend the CGF Documents in its discretion.
 - (ii) Any such amendment will be binding on the parties except amendments which result in substantially increased costs to a party and those which add events to the sports programme of the Games.
 - (iii) If a party believes that an amendment to the CGF Documents will result in material adverse effects on its financial or other obligations it will inform the CGF of such effects. The CGF will then negotiate with the party in order to address such effects in a mutually satisfactory manner.

- (f) The parties agree that:
- (i) the terms and conditions of this Contract; and
 - (ii) all information obtained from each other including through discussions and negotiations relating to this Contract and the other Games Documents, are confidential and will not be disclosed to any person, except as required by law or with the prior written consent of the owner of the confidential information.
- (g) The CGF warrants that:
- (i) it has and will continue to have the power and authority to grant (by way of assignment or otherwise) all of the rights and benefits purported to be granted to the OC and the CGA under the terms of this Contract and the other Games Documents;
 - (ii) it is not a party to or bound by any contract, arrangement or understanding which will impede its ability to perform its obligations under this Contract and the other Games Documents.

48.2 Inconsistency

In the event of any inconsistency in the documents comprising this Contract, the inconsistency will, subject to clause 48.1(e), be dealt with in the following order of precedence:

- (a) this Contract;
- (b) the CGF Documents;
- (c) the 2022 Candidate City Manual; and
- (d) the 2022 Candidature File.

49. Governing Law and Dispute Resolution

- (a) This Contract is governed by the laws of England.
- (b) Any dispute concerning its validity, interpretation or performance will be determined by arbitration and be decided by the Court of Arbitration for Sport (CAS) in accordance with its Statute and Regulations.
- (c) Decisions of CAS will be final and binding.
- (d) The Government, the CGA, and the OC expressly waive the application of any legal provision under which they may claim immunity against any lawsuit, arbitration or other legal action initiated by the CGF.

50. Notices

(a) Any notice given under this Contract must be in writing and served:

- (i) by hand delivery to the recipient; or
- (ii) by first class recorded delivery post addressed to the relevant party's address as specified in this Contract, or such other address as a party may have last notified to the others in writing; or
- (iii) by fax to the following fax numbers, or such other fax numbers, as a party may have last notified to the others in writing, together with a confirmatory copy sent by first class post:

<u>Party</u>	<u>Number</u>
CGF	[*]
CGA	[*]
OC	[*]
Government	[*]
Host City	[*]

or

- (iv) by email to the following email addresses, or such other email addresses as the party may have last notified to the others in writing, together with a confirmatory copy sent by first class post:

<u>Party</u>	<u>Email Address</u>
CGF	[*]
CGA	[*]
OC	[*]
Government	[*]
Host City	[*]

And must be marked to the attention of the following

<u>Party</u>	<u>Attention</u>
CGF	[*]
CGA	[*]
OC	[*]
Government	[*]
Host City	[*]

- (b) Any notice given pursuant to clause 50(a) is deemed to have been served:
- (i) if delivered by hand, at the time of delivery
 - (ii) if sent by post, within the same country two clear Business Days after the date of posting;
 - (iii) if sent by registered airmail from outside the country of delivery, 5 days from the date of posting;
 - (iv) if sent by fax, at the completion of transmission during business hours at its destination or, if not within business hours, at the opening of the next period of business hours, but subject to:
 - (A) proof by the sender that it holds a printed transmission report confirming despatch of the transmitted notice;
 - (B) the sender not receiving any telephone calls from the recipient, to be confirmed in writing, that the fax has not been received in a legible form; and
 - (C) despatch of the notice by post in accordance with clause 50(a)(ii) on the same day as its transmission.
 - (v) if sent by e-mail, at the completion of transmission during business hours at its destination or, if not within business hours, at the opening of the next period of business hours, but subject to:
 - (A) proof by the sender that it holds a printed copy of the e-mail confirming its despatch;
 - (B) the sender not receiving any telephone calls from the recipient, to be confirmed in writing, that the e-mail has not been received in a legible form;
 - (C) the sender not receiving any notification, electronic or otherwise, that the email has not been sent, delivered or received; and
 - (D) despatch of the notice by post in accordance with clause 50(a)(ii) on the same day as the e-mail is sent.
- (c) For the purpose of clause 50, business hours means between 09.00 and 17.00 at the place of receipt on a Business Day.

51. Agents for service

- (a) The CGA and the OC irrevocably agree that any Service Document may be properly served on it in England and Wales by service on the XXXXXX or such other agent as is last notified to the CGF by either of them in writing.
- (b) A copy of any Service Document served on an agent under this clause will also be sent by post to the CGA and the OC at the address given in this Contract or such other address as is last notified to the CGF in writing. Failure or delay in so doing

will not prejudice the proper service of the Service Document in accordance with clause 50(a).

52. Third parties

No person who is not a party to this Contract will have any right to enforce it pursuant to the Contracts (Rights of Third Parties) Act 1999 (UK).

53. No waiver

No party will be affected by any delay or failure in exercising or any partial exercising of his rights under this Contract unless he has signed an express written waiver or release.

54. Invalidity

If any provision of this Contract is held by a competent court to be illegal, invalid or unenforceable under the law of the Host Country that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Contract; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Contract.

55. Remedies

The rights, powers and remedies provided in this Contract are cumulative and not exclusive of any rights, powers and remedies provided by law. The exercise or partial exercise of any right, power or remedy provided by law or under this Contract will not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

56. Counterparts

This Contract may be executed in any number of counterparts, but will not take effect until each party has executed at least one counterpart. Each counterpart will constitute an original, but all the counterparts together will constitute a single agreement.

57. Subsequent action

The CGA and the OC will, and will procure that any other necessary third party will execute all such documents and do all such acts which the CGF may consider necessary for giving full effect to this Contract.

Executed in Auckland, New Zealand this 2nd day of September, 2015.

Signed by The Commonwealth Games Federation in the presence of:

Witness Signature

Print Name

Signature

HRH Tunku Imran, President

Signed by The CGA in the presence of:

Witness Signature

Print Name

Signature

[*]

Signed by The OC in the presence of:

Witness Signature

Print Name

Signature

[*]

Signed by [The Government] in the presence of:

Witness Signature

Print Name

Signature

[]

Signed by The Host City in the presence of:

Witness Signature

Print Name

Signature

[]

Appendix A - Definitions and Interpretation

Definitions

- (a) All definitions in the CGF Documents will apply to this Contract.
- (b) In addition, the following definitions will apply in this Contract unless the context requires otherwise:

Accreditation has the meaning given to it in the *Games Manual - Accreditation*.

Ancillary Events means the observers programme, the simulation and event readiness exercise and the games debriefing and any similar event required by the Games Manual.

Article means an article of the Constitution in force at the date of this Contract and reproduced in Appendix B and as amended from time to time subject to clause 48.1(e).

Assignor has the meaning given in clause 40.1(a)(i).

Athletes Committee has the meaning given in clause 4.3(a).

Bps or £ means British pounds sterling.

Brand Standards Manual means the CGF Brand Standards Manual as revised from time to time.

Broadcast Rights has the meaning given to it in clause 29.1.

Business Club has the meaning given to it in clause 10(a).

Business Day means a day between Monday and Friday, inclusive, on which clearing banks are open in the City of London, England.

CGF Documents means the Constitution, the Games Manuals, the Regulations and the Code of Conduct.

CGF Executive Board means the Executive Board of the CGF.

CGF Nominees has the meaning given to that term in clause 4.2(a).

CGF Symbols means the Official Emblem, the CGF Flag and all other symbols, pictograms, emblems, banners, flags and other displays as established by the CGF from time to time.

Claim means any and all claims, demands, actions, proceedings, judgments, liabilities, losses, damages, costs and expenses (including legal costs and disbursements) whatever and in any way arising.

Code of Conduct means the Code of Conduct of the CGF in force at the date of this Contract reproduced in Appendix B and as amended from time to time subject to clause 48.1(e).

Commonwealth Family means the group of countries making up the Commonwealth at any given time.

Commonwealth Games Village means the official village reserved for competitors and team officials.

Constitution means the Constitution of the CGF in force at the date of this Contract reproduced in Appendix B and as amended from time to time subject to clause 48.1(e).

Contract means this Contract and all schedules, appendices, annexes and all documents incorporated into it by reference (including the Games Manuals).

Co-ordination Commission means the co-ordination commission to be established by the CGF under clause 5(a).

Federation Group has the meaning given to it in the *Games Manual - Accommodation*.

Flagship Hotel means the premier hotel chain selected by the parties to house members of the Federation Group.

Force Majeure means an event or cause beyond the reasonable control of the party claiming force majeure excluding national, provincial/state, or local governmental act or omission.

Games means the XXII Commonwealth Games to be held in 2022.

Games Data means all data, documents and material relating to the preparation, planning, organisation and staging of the Games and the experience, expertise, knowledge and information gained, whether contained in databases, files or any other means of storage, including without limitation:

- (a) Games management data, including in relation to accreditation, staffing, and ticketing;
- (b) information data, including participant biographies, results of the Games, results of previous Games and news relating to the Games;
- (c) planning documents, including business plans, marketing plans, budgets, project plans, strategic plans, concepts of operation plans, operational plans, generic venue operating plans, venue operating plans, venue construction functional specifications (including overlay, CAD drawings and other related information), and risk management plans, drawings, and blueprints;
- (d) operational documents, including operation manuals, user manuals, contracts, tender documents, requests for proposals, policy and procedure documents, organisational charts, job descriptions, project management plans and reports; and
- (e) any other documents reasonably requested by the CGF.

Games Documents means the CGF Documents, the 2022 Candidate City Manual, the 2022 Candidature File and this Contract.

Games Emblem has the meaning given to it in clause 23(a).

Games Family means all persons who are entitled to accreditation at the Games in accordance with the *Games Manual - Accreditation*.

Games Manuals means the Commonwealth Games Manuals in force at the date of the Contract and as amended from time to time subject to clause 48.1(e), including, without limitation, the following:

- (1) *Games Manual - Accommodation*;

- (2) *Games Manual - Accreditation;*
- (3) *Games Manual - Brand Protection;*
- (4) *Games Manual - Broadcasting;*
- (5) *Games Manual - Ceremonies;*
- (6) *Games Manual - City Operations;*
- (7) *Games Manual - Doping Control;*
- (8) *Games Manual - Finance;*
- (9) *Games Manual - Games Family Services;*
- (10) *Games Manual - Image and Look;*
- (11) *Games Manual - Knowledge Management;*
- (12) *Games Manual - Legal;*
- (13) *Games Manual - Marketing;*
- (14) *Games Manual - Medical;*
- (15) *Games Manual - Overlay / Venue Development;*
- (16) *Games Manual - Press Operations;*
- (17) *Games Manual - Project Management;*
- (18) *Games Manual - Queen's Baton Relay;*
- (19) *Games Manual – Safety and Security;*
- (20) *Games Manual – Sport;*
- (21) *Games Manual – Technology;*
- (22) *Games Manual – Ticketing;*
- (23) *Games Manual – Transport;*
- (24) *Games Manual - Venue Operations;*
- (25) *Games Manual – Villages; and*
- (26) *Games Manual – Workforce*

Games Materials means all IPRs, present and future, subsisting in all material, products or works created or developed by or on behalf of or for the use of the CGA and the OC in relation to or in connection with the Games, including, without limitation, all:

- (i) the Games Emblem and all other emblems;
- (ii) the Queen's Baton Relay Emblem;
- (iii) mascots;
- (iv) pictograms;
- (v) posters;
- (vi) badges;

- (vii) event winner and commemorative medal designs including any mouldings of these;
- (viii) official programmes and publications;
- (ix) stamps (subject to applicable laws);
- (x) bank notes and coins (subject to applicable laws);
- (xi) merchandise;
- (xii) musical works;
- (xiii) diplomas and certificates;
- (xiv) medical information;
- (xv) graphic and artistic works;
- (xvi) Games Results; and
- (xvii) Games Data; and
- (xviii) Information Systems.

Games Movement means all activities, products and programmes of the CGF as established from time to time and including, without limitation, the Commonwealth Games, Commonwealth Youth Games, Commonwealth Single Sport championships, programs to develop sports on the Commonwealth Games programme within the Commonwealth, and programs that use sport as an international development assistance tool within the Commonwealth.

Games Results means the official results of the Games.

Games Symbols means any symbols, pictograms, emblems (including the Games Emblem), banners, flags and other displays as established by the OC from time to time in relation to the Games.

Games Website means the official Internet website of the Games created under clause 30.

General Assembly has the meaning given to it in Article 12.

GKMP means the Games Knowledge Management Programme set out in the *Games Manual- Knowledge Management* as amended by the CGF in its discretion from time to time, subject to clause 31(c).

Governmental Agency or Governmental Agencies means a government or a governmental or semi-governmental entity or authority, including, without limitation, a self-regulatory organisation established under statute or a stock exchange and any agencies created by the OC, the Government, the Host City or the CGA.

Highlights Package has the meaning given to it in clause 29.5(a).

Honorary Medical Adviser has the meaning given to it in Article 13.

Host Country means the country in which the Host City is situated.

Host State means the state or province in which the Host City is situated.

IF means the International Federation or other body which governs a sport that is included in the Games including, without limitation, those set out in the *Games Manual - Sport*.

Information Systems means all information systems that are that are created, written, developed, licensed, or acquired for use by the OC, the CGA and their respective employees, contractors and agents in relation to the Games, including, without limitation, all Software (including source codes and object codes), documentation, automated procedures, definitions, database models and test procedures relating to the preparation, planning, organisation and staging of the Games and the experience gained.

Insurance has the meaning given to it in clause 46.

International CGAs means international Commonwealth Games Associations which are affiliated to the CGF.

Internet Rights means the right to provide services or otherwise associate with the Games using the world wide web or any internet related protocol, including, for the avoidance of doubt, any mobile telephony, application for handheld devices or other wireless communications network capable of communicating audio or audiovisual programs by any media or technology now or hereafter known, but excluding Television Broadcasting Rights and Radio Broadcasting Rights.

IPRs means all intellectual and industrial property including, without limitation, any patents, patent applications, copyright, registered designs, registered design applications, unregistered design, trade marks, trade mark applications, business names or trade names, domain names, Moral Rights, confidential information or know-how wherever subsisting in the World and, without limitation, any right to license or use them or to be the registered proprietor or user of them wherever subsisting in the World.

IPR Territory has the meaning given in clause 40.1(a)(ii).

Joint Marketing Programme Agreement means the joint marketing programme agreement entered into between the CGF, the OC, the CGA, the Government and the Host City which addresses all elements of marketing in relation to the Games.

Journey Programme has the meaning given in clause 29.4(a).

Law means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles, requirements and determinations, mandatory codes of conduct, writs, orders, injunctions and judgments.

Life Vice Presidents are those persons who fill that position as set out in Article 15(3).

Marketing Plan means the sponsorship marketing plan to be developed by the OC which sets out:

- (a) a comprehensive marketing strategy, sponsor servicing strategy and implementation plan related to the exploitation of commercial and intellectual property rights granted to the OC;
- (b) a branding strategy encompassing the design and usage of the Games Emblem and any other Games Symbols; and

- (c) plans for international and national business marketing and branding programmes (involving both the public and private sectors) to take place in the Host City during the Games which provide opportunities for businesses throughout the Commonwealth to network with each other in a serious and productive business environment.

Mission means the mission and objects of the CGF as set out in the Constitution.

Moral Rights means a moral right as contained in Chapter IV of Part I of the Copyright, Designs and Patents Act 1988 (UK) and all similar rights applicable in all IPR Territories.

NF means the national federation, or other body, affiliated to an International Federation and governing a sports or sports included in the Games.

Non-assigned Sponsorship Rights has the meaning given to that term in clause 28.4.

Official Emblem means the official emblem of the CGF known as "The Bar" and all variations of it that are sanctioned by the CGF from time to time.

Official Flag means the official flag of the CGF in accordance with Article 25 and all variations of it that are sanctioned by the CGF from time to time.

Official Report has the meaning given to it in the *Games Manual - Knowledge Management*.

Official Video has the meaning given in clause 24.

Privacy Laws means Laws affecting privacy, personal information or the collection, handling, storage, processing, use or disclosure of data.

Radio Broadcast Rights mean the radio broadcasting rights in relation to the Games.

Regulations means the Regulations of the CGF in force at the date of this Contract reproduced in Appendix B and as amended from time to time subject to clause 48.1(e)

Rights Period means the period from 1 January 2015 until 31 December 2022.

Service Document means any claim form, summons, order, judgment or other document relating to any proceedings suit or action arising out of or in connection with the Games Documents.

Software means software programmes and applications that are, or are to be, created, written, or developed specifically for use by or on behalf of the OC, the CGA and their respective employees, contractors and agents in relation to the Games and any enhancements, modifications, updates or new releases of those software programmes or parts thereof.

Sponsorship Rights means the sponsorship rights in relation to the Games described in clause 26(a)

Taxes means all taxes, duties and imposts of the Host Country, the Host State and the Host City.

Television Broadcast Rights means the television broadcasting rights in relation to the Games.

Video Vignette has the meaning given in clause 29.4(c).

Vision means the vision of the CGF as set out in the Constitution.

2022 Candidate City Manual means the Candidate City Manual for the 2022 Commonwealth Games which sets out the bid procedures applying to Candidate Cities.

2022 Candidature File means the Candidature File submitted by the CGA, the Government, the Host City or any of their agents in accordance with the bid procedures set out in the 2022 Candidate City Manual and all documents incorporated or referred to in it, in the form accepted by the CGF, including, without limitation, responses, undertakings, representations, and assurances given in response to the CGF's due diligence enquiries.

Interpretations

The following rules apply unless the context requires otherwise.

- (a) Headings are for convenience only and do not affect interpretation.
- (b) The singular includes the plural, and the converse also applies.
- (c) A gender includes all genders.
- (d) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (e) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (f) A reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure to, this Contract.
- (g) A reference to an agreement or document (including a reference to this Contract) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Contract or that other agreement or document and includes the recitals, schedules and annexures to that agreement or document.
- (h) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
- (i) A reference to a party to this Contract or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (j) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (k) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (l) A reference to an agreement or contract includes any undertaking, deed, agreement, contract and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument or document of any kind.

- (m) A reference to a right or obligation of any 2 or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each 2 or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately).
- (n) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.

Appendix B - CGF Constitution, Regulations and Code of Conduct



- **CONSTITUTION**
- **REGULATIONS**
- **CODE OF CONDUCT**

AUGUST 2013

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SECTION A: THE CONSTITUTION

Vision of the Federation

To promote a unique, friendly, world class Commonwealth Games and to develop sport for the benefit of the people, the nations and the territories of the Commonwealth, and thereby strengthen the Commonwealth.

Mission

To ensure the successful organisation and celebration of the Commonwealth Games and to promote the best interests of athletes participating in them and to assist in the development of sport throughout the Commonwealth.

Definitions

The definitions applying to this Constitution are set out in Article 31.

ARTICLE 1

Name

The name of the Federation is the Commonwealth Games Federation ("Federation").

ARTICLE 2

Objects

The objects of the Federation are:

1. To promote the Commonwealth Games, which shall be held every four years and shall be open to eligible competitors representing Affiliated CGAs.
2. To establish rules and regulations for the conduct of the Commonwealth Games which conform with the technical rules of the IFs governing the sports concerned, as may be modified and applied by the Federation to ensure that the overriding principles of the Commonwealth Games are observed.
3. To promote Commonwealth sporting competitions and establish rules for other sports events (including cultural activities and festivals attached to such events) including but not restricted to such events as the Commonwealth Youth Games and Commonwealth Championships.

4. To encourage and assist sport and sport development and physical recreation throughout the Commonwealth.
5. To promote the shared values of integrity, fair play, competence, commitment to excellence, respect for gender equality and tolerance, including the fight against the use in sport of drugs and of unhealthy or performance enhancing substances.

ARTICLE 3

The Commonwealth Games Federation

The Federation is the supreme authority in all matters concerning the Commonwealth Games. Responsibility is vested in the Federation for the direction, policy and control of the Commonwealth Games and such other events and activities organised under Article 2 above.

ARTICLE 4

The Commonwealth and the Commonwealth Games

The Commonwealth Games shall be held every four years and shall be open to eligible competitors of the Affiliated CGAs of all Commonwealth Countries, which are collectively referred in this Constitution as "the Commonwealth".

ARTICLE 5

Type of Contests

The Commonwealth Games are contests between athletes and not contests between countries.

ARTICLE 6

Numbering of the Commonwealth Games

The first Commonwealth Games were held in 1930 in Hamilton, Canada and subsequent Commonwealth Games are numbered consecutively as they take place thereafter.

ARTICLE 7

Discrimination

For the Commonwealth Games and generally in respect of all activities of the Federation and events under its control, there shall be no discrimination against any country or person on any grounds whatsoever, including race, colour, gender, religion or politics.

ARTICLE 8

Official Language

The official language of the Commonwealth Games is English.

ARTICLE 9

Headquarters

The Headquarters of the Federation shall be at such place as may be fixed from time to time by the Executive Board and ratified by the Federation in General Assembly.

ARTICLE 10

Affiliation

1. The Federation in General Assembly shall consider and, if thought fit, approve applications for affiliation from appropriate sports bodies of Commonwealth Countries and upon becoming affiliated to the Federation such sports bodies shall be referred to as Affiliated CGA.
2. Each Affiliated CGA shall be the official body in its country for all matters concerning the Commonwealth Games and shall deal directly with the Federation on all matters concerning the Commonwealth Games, subject to the role of the OC in organising a Commonwealth Games.
3. As a condition of their continued affiliation, all Affiliated CGAs:
 - (a) shall be bound by, and comply with, the CGF Documents,
 - (b) shall ensure that their anti-doping policies and rules comply with the applicable provisions of the World Anti-Doping Code; and
 - (c) countries must be full members of the Commonwealth, as accepted by the Commonwealth Secretariat.

4. Any person, organisation or other entity not directly affiliated with the Federation but engaged in the organisation of the Commonwealth Games in any way whatsoever shall be bound by the provisions of the CGF Documents, the Host City Contract and shall abide by the directions of the Executive Board.

ARTICLE 11

Governance

The organs of the Federation are:

- (a) The General Assembly; and
- (b) The Executive Board.

ARTICLE 12

The General Assembly of the Federation

1. The General Assembly shall consist of the following:
 - (a) not more than 3 representatives of each Affiliated CGA to the Federation;
 - (b) the Vice Patron, the Life Vice-Presidents, and members of the Executive Board;
 - (c) not more than 3 representatives of the OC of a Commonwealth Games either in progress or next to be staged; and
 - (d) such number of observers as the President may allow to attend.
2. The following rules shall apply to voting in the General Assembly:
 - (a) Each Affiliated CGA shall have one vote.
 - (b) The Chairman of the Assembly shall normally be the President and shall have a casting vote.
 - (c) The Vice Patron, Life Vice Presidents, and members of the Executive Board shall have no voting powers.
 - (d) representatives of the OC of a Commonwealth Games either in progress or next to be staged may take part in the discussions at a General Assembly but shall not be entitled to vote and may not propose or second any resolution.

- (e) any observers invited by the President under Article 12(1)(d) to attend the General Assembly shall not be entitled to vote but may take part in the deliberations of the Assembly with leave of the Chairman of the Assembly.
3. A member of the Executive Board may not act as a representative of an Affiliated CGA in the General Assembly.
 4. The General Assembly shall take all necessary steps to ensure that the Federation and all Affiliated CGAs abide by the CGF Documents and carry into effect the Vision, Mission and the Objects of the Federation.
 5. The General Assembly shall select the Host CGA and Host City.
 6. A quorum for a meeting of the General Assembly shall consist of at least one third of Affiliated CGAs, provided persons representing at least 2 Affiliated CGAs from each Region are present. No proxy vote shall be permitted.
 7. The General Assembly shall meet annually including on the occasion of each Commonwealth Games.
 8. An Extraordinary General Assembly may be convened:
 - (a) by the President;
 - (b) by resolution of the Executive Board;
 - (c) by resolution of the General Assembly; or
 - (d) at the written request of not less than one third of the Affiliated CGA's entitled to be present and vote at a General Assembly.
 9. An Extraordinary General Assembly shall be convened within 6 weeks of the receipt of a request made in accordance with Article 12(8).

ARTICLE 13

The Executive Board

1. The Executive Board shall consist of:
 - (1) the Vice Patron (ex officio);
 - (2) the President;
 - (3) two Vice Presidents;
 - (4) six Regional Vice Presidents;
 - (5) a Honorary Secretary;
 - (6) a Honorary Treasurer;
 - (7) a Honorary Legal Adviser (without voting power);
 - (8) a Honorary Medical Adviser (without voting power);

- (9) an Athletes' Representative (who shall have been an athlete at any of the immediate previous two Commonwealth Games);
 - (10) any members co-opted by the Executive Board in accordance with Regulation 4 to meet the gender equity requirements of Article 18;
 - (11) a member representing a Host CGA (without voting power) if necessary to provide a Host CGA with representation on the executive board; and
 - (12) the CEO (ex officio – without voting power).
2. The election of members of the Executive Board shall be in accordance with Regulation 3.
 3. The members of the Executive Board (elected or appointed as the case may be) shall hold office from the date of their election/appointment until the conclusion of the General Assembly held in the year following the next Commonwealth Games, but each shall be eligible for re-election/re-appointment at that General Assembly.
 4. Any person co-opted to the Executive Board may not be co-opted for any period beyond the date of the General Assembly in the year following a Commonwealth Games but may be co-opted for a lesser period.
 5. The Regional Vice Presidents shall consult with and keep the Affiliated CGAs of their Region informed about the business of the Federation.
 6. The President shall chair all meetings of the Executive Board and shall have a casting vote in the event of an equality of votes in addition to his or her own vote.
 7. If the President is unable or unwilling to act, the Executive Board shall appoint one of the Vice Presidents to act in the place of the President until a new President is elected at the next meeting of the General Assembly.
 8. Subject to ratification by the General Assembly, if a member of the Executive Board has failed or is unable to carry out his/her functions or should the conduct of a member of the Executive Board has been in breach of the Code of Conduct and/or not in keeping with conduct expected from a member of the Executive Board, that member may be suspended or expelled by a majority decision of the Executive Board.
 9. The Executive Board may fill any casual vacancy until the General Assembly next meets. The Board shall inform Affiliated CGAs of the filling of the vacancy and invite nominations for the filling of the vacancy at the next General Assembly.

ARTICLE 14

Executive Board: Powers and Duties

1. The Executive Board is the guardian and representative of Affiliated CGAs and shall be responsible to carry into effect the CGF Documents and the Vision, Mission and Objects of the Federation.

2. The Executive Board shall:

- (a) have full authority to act on behalf of the Federation in relation to the Commonwealth Games subject only to the powers specifically vested in the General Assembly by the Constitution;
- (b) be responsible for the financial affairs of the Federation;
- (c) appoint such Committees and Commissions on such terms as it may determine and shall report to each General Assembly on the work of such Committees and Commissions;
- (d) report regularly to Affiliated CGAs and the General Assembly on the activities of the Executive Board;
- (e) adopt, amend or repeal the Regulations from time to time;
- (f) appoint such staff as required and define their duties;
- (g) inspect the facilities offered by a Candidate City for the Commonwealth Games;
- (h) review the general plans for the organisation of the Commonwealth Games with full and exclusive authority to grant approval thereto and act as the authority of last resort on any question concerning the Commonwealth Games whatsoever, subject to the powers vested in the General Assembly by the CGF Documents;
- (i) appoint or retain advisers as may be necessary from time to time on such terms as may be appropriate;
- (j) do all such things and incur such expense as it may consider necessary from time to time for the proper conduct of the activities of the Federation;
- (k) prepare and submit to the General Assembly an updated business plan and annually audited financial statements outlining the revenues and expenditure, assets and liabilities of the Federation;
- (l) have power to recommend to the General Assembly awards in recognition of meritorious services to the Federation;
- (m) adopt, amend or repeal the Host City Contract from time to time;
- (n) appoint members to the CGF Evaluation Commission; and
- (o) prepare Games Manuals in any form and on any topic and it determines to be necessary for the preparation, management and control of the Commonwealth Games in any form that it sees fit and amend or repeal such Games Manuals from time to time.

3. Procedure of the Executive Board

- (a) The President in consultation with the Executive Board may decide how and when the Executive Board shall meet but the Executive Board shall meet at least once in each calendar year at such place as may be fixed from time to time by the President. Such meetings may be in person or by teleconference, satellite link or such other means as may be convenient and/or cost effective.
- (b) A minimum of 14 days' notice shall be given to members for each meeting of the Executive Board.
- (c) The quorum for Executive Board meetings shall be a majority of its voting members.
- (d) The Executive Board may act by a simple majority of the members present and entitled to vote.
- (e) Each member of the Executive Board (except the Vice Patron, Honorary Legal Adviser, the Honorary Medical Adviser, the CEO and any member of the Executive Board co-opted to provide a Host CGA with representation in the Executive Board) shall have one vote.
- (f) Any Regulation adopted, amended or repealed by the Executive Board shall be of immediate effect but shall be subject to ratification by the next General Assembly and to any additions or amendments proposed by Affiliated CGAs which are approved by the next General Assembly by a simple majority.
- (g) Any directions made by the Executive Board shall have immediate effect and be binding on Affiliated CGAs and the OC.
- (h) The Federation shall bear the reasonable costs of accommodation and travel of Executive Board members for each meeting of the Executive Board.

ARTICLE 15

Patron, Vice Patron, Honorary Life Presidents, Honorary Life Vice Presidents, Honorary Life Members and Order of Merit

1. The Patron of the Federation shall normally be the Head of the Commonwealth.
2. A Vice Patron shall be elected by the General Assembly of the Federation and shall normally remain in office for life or until the Vice Patron retires or resigns.
3. Former Chairmen and Former Presidents of the Federation automatically assume the position of Honorary Life Vice Presidents.
4. The Federation may, in General Assembly, on the recommendation of the Executive Board elect former Officers of the Federation as Life Vice Presidents for exceptional and distinguished services to the Federation.

5. The Federation may on the recommendation of the Executive Board in General Assembly elect Honorary Life Members for distinguished services rendered to the Federation.
6. The Federation may on the recommendation of the Executive Board in General Assembly award an Order of Merit for distinguished services rendered to the Commonwealth Games movement, which may include services to a CGA.

ARTICLE 16

Sports Committee

1. The Sports Committee shall consist of not less than six persons, including representatives from each of the Regions elected by each respective Region in accordance with the procedure prescribed in Regulation 3.
2. Each member of the Sports Committee shall have one vote.
3. Sports experts may be invited to state their views on any matter under discussion by the Sports Committee. The Executive Board shall have power to co-opt up to three additional non-voting members to the Sports Committee.
4. Subject to Article 21(4), all requests for changes in the Sports Programme of the Commonwealth Games shall first be considered by the Sports Committee.
5. The Sports Committee may make recommendations to the Executive Board regarding:
 - (i) the programme of sports and events in the Commonwealth Games having taken into account the factors and criteria set out in the *Games Manual – Sport* and Regulation 6;
 - (ii) sports development in the Commonwealth; and
 - (iii) technical officials, technical committees and related sporting aspects of the Commonwealth Games.
6. The Federation shall bear the reasonable costs of accommodation and travel for Sports Committee members for each meeting of the Sports Committee.

ARTICLE 17

Gender Equity

Both genders shall contribute at least 20% or two (2) of the representatives on the Executive Board and on the Sports Committee and any other committees and commissions formed by the Executive Board, whichever is the lower. If such gender representation is not filled by election, the Executive Board shall co-opt representatives to the Executive Board in accordance with the procedures set out in Regulation 4.

ARTICLE 18

Code of Conduct

The Federation may, by resolution in General Assembly, adopt and, from time to time, amend the Code of Conduct applying to its entire membership.

ARTICLE 19

Bid Procedures and the Host City

1. The honour of holding the Commonwealth Games is entrusted to a Host CGA and Host City.
2. The selection of the Host City and Host CGA shall be made in accordance with the Candidate City Manual as drafted by the Executive Board and made available to Candidate Cities at least 18 months prior to the awarding of a Commonwealth Games to a Host CGA and Host City.
3. The Host CGA and Host City of a Commonwealth Games shall be chosen at the General Assembly which follows the Commonwealth Games held 8 years prior to the Commonwealth Games in question.

ARTICLE 20

Hosting the Commonwealth Games

1. The OC, the CGA, the Host Government(s) and the Host City will be jointly and severally responsible for organising and staging the Commonwealth Games and for all commitments related to the organisation and staging of the Games, including, without limitation, all financial commitments relating to the organisation and staging of the Games in accordance with the Host City Contract and the CGF Documents.
2. The powers vested in the OC by the Federation cannot be assigned or otherwise transferred to any other person, Government or entity without the prior written agreement of the Federation.

ARTICLE 21

Sports in the Programme of the Commonwealth Games

1. The programme of the Commonwealth Games shall consist of a minimum of 10 sports and a maximum of 17 with no more than 4 Team sports.
2. Ten sports shall be obligatory – Aquatics (Swimming), Athletics, Badminton, Boxing (Men) with an option to add Women's events, Hockey (Men & Women), Lawn Bowls, Netball (Women), Rugby Sevens (Men) with an option to add Women's Sevens, Squash and Weightlifting.
3. A Candidate City/OC may select up to a further 7 sports from those listed – Archery, Basketball (Men & Women), Beach Volleyball (Men & Women), Canoeing, Cycling (Road and/or Mountain Bike and/or Track), Diving (as part of Aquatics), Gymnastics (Artistic and/or Rhythmic), Judo, Open Water Swimming (as part of Aquatics), Rowing, Sailing, Shooting (Clay Target and/or Fullbore and/or Pistol & Small Bore), Softball (Men & Women), Synchronised Swimming (as part of Aquatics), Table Tennis, Tennis, Tenpin Bowling, Taekwondo, Triathlon and Wrestling.
4. The maximum number of events for Para Sport Athletes under clauses 5 & 6 below shall not exceed 20.
5. Para Sport events in each of the following four core sports shall be obligatory – Aquatics (Swimming), Athletics, Lawn Bowls and Powerlifting as directed by the Federation.
6. A Candidate City/OC may select additional Para Sport events from the following sports – Cycling (Track), Table Tennis and Wheelchair Basketball

ARTICLE 22

Duration and Character of the Commonwealth Games

1. Subject to Article 22(2), the duration of the Commonwealth Games shall not exceed 11 days, exclusive of the day of the Opening Ceremony.
2. The Executive Board, in its sole discretion, may extend the duration of the Commonwealth Games beyond 11 days.
3. The Commonwealth Games must be staged in a dignified manner and without excessive commercialisation. Advertising signs shall only be allowed inside the stadium or other sports venues with the approval of the Federation. Clothing or equipment used officially at the Commonwealth Games shall not be marked conspicuously for advertising purposes, unless otherwise approved by the Executive Board.
4. The Commonwealth Games must be staged as a separate entity. The Commonwealth Games may only be staged in connection with another enterprise (such as a fair or exhibition) or other international sporting event with the approval of the Executive Board.

5. The Host CGA may only allow Commonwealth Championships or such other sports events or activities in non-programme sports to be held in the Host Country during the Commonwealth Games or three months prior to or after the Commonwealth Games, with the approval of the Executive Board.

ARTICLE 23

Cultural Program

The OC may either itself organise a cultural programme of national and/or Commonwealth focused items, or give its patronage for such a programme to take place in the Host City during the Commonwealth Games.

ARTICLE 24

Eligibility

1. Subject to Article 24(2), as a condition of entry to compete in the Commonwealth Games, all competitors must be citizens or subjects of the Commonwealth Country that enters them and must:
 - (a) not be currently under disqualification or suspension by the Federation, or their respective Affiliated CGA or IF or under the World Anti Doping Code;
 - (b) comply with all applicable rules and regulations of the Federation, their respective IFs and the World Anti Doping Code as may be modified and applied by the Federation to ensure that the overriding principles of the Commonwealth Games are observed.
2. Subject to Article 24(3), where a competitor was born in a Commonwealth Country that has common citizenship/passport with other Commonwealth Countries, the competitor may initially represent either the competitor's Commonwealth Country of birth; or the Commonwealth Country of birth of his or her father or mother that shares the same citizenship/passport.
3. After having represented one Commonwealth Country at the Commonwealth Games, a competitor may not represent another Commonwealth Country unless he or she receives the approval of the Federation, the relevant IF and the Affiliated CGAs of the two Commonwealth Countries concerned. Applications under this article must be submitted to the Executive Board at least 12 months prior to the commencement of the Games.
4. It is the responsibility of all Affiliated CGAs to ensure that their competitors are fully aware of and comply with the eligibility rules of the Federation.
5. The Executive Board shall have the power to waive the provisions of Articles 24 (1-3) in its discretion.

ARTICLE 25

Commonwealth Games Intellectual Property

1. The Federation shall establish and maintain the Official Emblem which shall be "*The Bar*". All rights related to the Official Emblem of the Commonwealth Games shall belong exclusively to the Federation.
2. The Federation shall establish and maintain the Official Flag which will comprise the Official Emblem set on a white background featuring "*CGF*" above "*The Bar*". All rights related to the Official Flag shall belong exclusively to the Federation.
3. The Federation may establish a symbol or symbols of the Commonwealth Games (to be named an Official Symbol) at its discretion. All rights related to the Official Symbol or Symbols shall belong exclusively to the Federation.
4. The "Commonwealth Games Intellectual Property" consists of the intellectual property rights in the term "COMMONWEALTH GAMES", the initials "CGF", the Official Emblem ("*The Bar*"), the Official Flag, the Official Symbol or Symbols, event specific names, symbols and logos, intellectual property relating to the organisation, exploitation, broadcasting and/or reproduction of the Commonwealth Games by any means whatsoever and any other materials, products or works that a reasonable person would assume are related to or connected with the Commonwealth Games.

ARTICLE 26

Commercial Rights

A. The Federation

1. Commonwealth Games Intellectual Property

- (a) The Commonwealth Games Intellectual Property is the exclusive property of the Federation and the Federation owns all rights concerning their use, organisation, exploitation, broadcasting and/or reproduction by any means whatsoever.
- (b) The Federation has exclusive rights to exploit the Commonwealth Games Intellectual Property in any way that it sees fit subject to the Constitution;
- (c) No other entity shall have any rights in respect of the Commonwealth Games Intellectual Property or any representation thereof, without the express written approval of the Federation.
- (d) The Executive Board is authorised to assign or otherwise deal with the right to commercially exploit part or all of the Commonwealth Games Intellectual Property to one or more Affiliated CGAs and/or the OC on such terms and conditions as it sees fit. The decision to assign or otherwise deal with the Commonwealth Games Intellectual Property is at the sole discretion of the Executive Board.

- (e) Affiliated CGAs and OCs must vest in the Federation any intellectual property to which the Federation is entitled pursuant to the Constitution.

2. Broadcast rights

The Federation reserves the right to exploit commercially all broadcast and/or narrowcast and/or any other form of communication rights relating to the transmission of the Commonwealth Games to the public, including those related to television, radio, internet and television and radio archives, on a worldwide basis.

3. Sponsorship

- (a) The Federation reserves the right to commercially exploit sponsorship rights in relation to the Commonwealth Games and Commonwealth Games Intellectual Property on a world wide basis.
- (b) The Executive Board is authorised to assign any or all of the sponsorship rights described in Article 26A(3)(a) to the Host CGA and/or the OC on such terms and conditions as it sees fit.
- (c) The Federation reserves the right to exploit:
 - (i) any sponsorship rights not assigned to the Host CGA and/or the OC pursuant to Article 26A(3)(b); and
 - (ii) the commercial sponsorship of the Federation.
- (d) Sponsors of the Commonwealth Games shall have the right to be named an Official Sponsor of the Commonwealth Games on a worldwide basis subject to the directions of the Executive Board.
- (e) Sponsors of the Federation shall have the right to be named an Official Sponsor of the Federation on a worldwide basis subject to the directions of the Executive Board.
- (f) Sponsors of the Queens Baton Relay (QBR) and the Commonwealth Youth Games (CYG) shall have the right to be named an Official Sponsor of the QBR or CYG on a worldwide basis subject to the approval of the Executive Board.

4. Residual Commercial Rights

- (a) The Federation reserves the right to commercially exploit all rights associated with the Queen's Baton Relay and the Commonwealth Youth Games on a worldwide and domestic basis.
- (b) Federation sponsorship and marketing programmes under Article 26A may be exploited in the territory of any Affiliated CGA provided that there is prior agreement with the Affiliated CGA. Such agreement shall not be unreasonably withheld.

5. Revenue

Any revenue received by the Federation from the exploitation of commercial rights under Articles 26A shall be split according to terms and conditions included in the Host City Contract.

B. Commonwealth Games Associations

1. A Commonwealth Games Team is the exclusive property of the Affiliated CGA of its territory and that Affiliated CGA owns all rights concerning its organisation and exploitation by any means whatsoever.
2. An Affiliated CGA may exploit the commercial rights in respect of its Commonwealth Games Team within its territory. Sponsors shall have the right to be designated as an Official Sponsor of a Commonwealth Games Team.
3. Each Affiliated CGA shall incorporate the Official Emblem along with a design of its own choosing to make its own emblem subject to the written approval of the Federation.
4. The Federation assigns to all Affiliated CGAs the right to exploit commercially the Official Emblem as incorporated into the emblem of the Affiliated CGA within the territory of that Affiliated CGA subject to the CGF Documents and the directions of the Executive Board from time to time.
5. Any Affiliated CGAs granted rights under Article 26B(4) shall not exploit those rights outside the territory of its country or within the territory of another Affiliated CGA without the prior written agreement of that Affiliated CGA and the Federation.
6. An Affiliated CGA that is not a Host CGA shall not exploit commercially the Official Emblem of the Federation or the OC under any circumstances unless specifically approved in writing by the Executive Board.
7. The emblems of an Affiliated CGA and OC shall not be used for commercial purposes except as specifically allowed in the Constitution or the Host City Contract or unless specifically approved in writing by the Executive Board.

C. Host Commonwealth Games Associations and the Organising Committee

1. Each OC shall incorporate the Official Emblem along with a design of its own choosing to make its own emblem subject to the written approval of the Executive Board.
2. The Federation assigns to all OCs the right to exploit commercially the Official Emblem as incorporated into the emblem of the OC within the territory of that OC subject to the CGF Documents, the Host City Contract and any directions of the Executive Board from time to time.
3. In the event that any rights are assigned by the Federation to the Host CGA and/or the OC pursuant to Article 26, the Host CGA and/or the OC shall be required to obtain the approval of an Affiliated CGA should any commercial rights assigned to it be exercised within the territory of the Affiliated CGA. Such approval shall not be unreasonably withheld.

ARTICLE 27

Dispute Resolution – Composition and Operations of the Federation Court

1. The President, the Vice Presidents, the Honorary Secretary, the Honorary Treasurer and the Honorary Legal Adviser shall constitute the Federation Court.
2. The President shall chair all meetings of the Federation Court, and in the President's absence one of the Vice Presidents. Three members shall constitute a quorum and in the event of an equality of votes the person chairing the Federation Court shall have a casting vote in addition to his or her vote.
3. Subject to Article 28, the Federation Court shall be authorised to determine such disputes as are determined to be within its jurisdiction by any one or more Games Manuals from time to time.

ARTICLE 28

Arbitration

1. Any dispute arising under or in connection with the interpretation of this Constitution or the Regulations shall be solely and exclusively resolved by mediation or arbitration by the Court of Arbitration for Sport according to the Code of Sports-Related Arbitration.
2. The decision of the Court of Arbitration for Sport shall be final.
3. All mediations and arbitrations conducted in accordance with Article 28(1) will be conducted in accordance with English law.

ARTICLE 29

Anti-Doping

1. The Executive Board shall establish a Federation Anti-Doping Policy in accordance with the WADA Anti-Doping Code. The Executive Board is authorised to amend the Federation Anti-Doping Policy from time to time.
2. The Federation Anti-Doping Policy and any amendments to it shall be made available to all Affiliated CGAs as soon as practicable after being finalised.
3. The policies and procedures relating to doping controls at the Commonwealth Games shall be set out in the *Games Manual – Doping* from time to time.
4. Any dispute arising under or in connection with the interpretation or application of the Federation Anti-Doping Policy or the *Games Manual – Doping* shall be solely and exclusively resolved according to the procedures established in the *Games Manual – Doping*, as amended from time to time.

ARTICLE 30

Changes to the Constitution and the Regulations

1. The Constitution may only be changed at a General Assembly by a two-thirds majority vote of those Affiliated CGAs present and entitled to vote.
2. Any resolution to change the Constitution must be submitted to the Federation at least 16 weeks prior to the General Assembly. Any resolutions circulated thereafter shall be considered by the General Assembly only if agreed by a two-thirds majority of Affiliated CGAs present and entitled to vote.
3. All resolutions duly submitted under Article 30(2) above will be circulated by the Federation to all Affiliated CGAs for consideration and/or comment 14 weeks prior to the General Assembly.
4. Any additions or amendments proposed by Affiliated CGAs under Article 30(3) above shall be submitted to the Federation at least 10 weeks prior to the General Assembly and shall be circulated by the Federation to all Affiliated CGAs with any recommendations or comments of the Executive Board 8 weeks prior to the General Assembly.
5. Any resolution which fails to obtain a two-thirds majority shall not be introduced at the following General Assembly unless so recommended by the Executive Board.
6. The Regulations of the Federation may be changed in accordance with the procedure set out in Article 14.
7. An Affiliated CGA wishing to introduce a change or amendment to the Regulations shall submit its proposal to the Federation office.
8. Any alterations made by the Federation to the Constitution or the Regulations after a Commonwealth Games have been awarded to a Host City and Host CGA, shall be binding on that Host CGA and OC, except amendments which result in substantially increased costs to the operation of the Commonwealth Games or which add events to the Sports Programme of the Commonwealth Games.

Article 31

Definitions

Affiliated CGAs means those sports bodies of Commonwealth Countries (including Commonwealth Games Associations, National Olympic Committee or other multi-sports body formed by a Commonwealth Country) which become affiliated to the Federation in accordance with Article 10 of this Constitution.

Candidate City means a city nominated by a Candidate CGA as the venue for a Commonwealth Games.

Candidate City Manual means the manual prepared by the Executive Board which sets out the bid procedures applying to the Affiliated CGAs seeking to become a Host CGA for a Commonwealth Games.

Candidate CGA means an Affiliated CGA which has lodged a Candidature File in accordance with the bid procedures set out in the Candidate City Manual.

Candidature File means the bid document lodged by a Candidate City in accordance with the Candidate City Manual in support of its application to host a Commonwealth Games.

CGF means the Commonwealth Games Federation

CGF Documents means the Constitution, the Regulations, the Code of Conduct and the Games Manuals.

CGF Evaluation Commission means the Commission established by the Executive Board pursuant to Regulation 2.

Code of Conduct means the Federation's Code of Conduct set out in Section C of the Constitution as amended from time to time.

Commonwealth Countries means all Commonwealth countries and any colonies or dependent or associated territories of Commonwealth countries and **Commonwealth Country** means any of them.

Commonwealth Games Intellectual Property has the meaning given to that term in Article 25.

Commonwealth Games Team means a team selected by an Affiliated CGA for participation in a Commonwealth Games in accordance with Article 24.

Constitution means this Constitution.

Evaluation Report means the report drafted by the CGF Evaluation Commission and circulated to all Affiliated CGAs in accordance with Regulation 2.

Executive Board means the Executive Board of the Federation constituted in accordance with Article 13.

Federation means the Commonwealth Games Federation.

Games Manuals means the manuals prepared by the Executive Board in relation to the preparation, organisation and management of the Commonwealth Games (as amended from time to time) including, without limitation, the following:

- (1) **Games Manual - Accommodation;**
- (2) **Games Manual - Accreditation;**
- (3) **Games Manual - Brand Protection;**
- (4) **Games Manual - Broadcasting;**
- (5) **Games Manual - Ceremonies;**
- (6) **Games Manual - City Operations;**
- (7) **Games Manual - Doping Control;**
- (8) **Games Manual - Finance;**
- (9) **Games Manual - Games Family Services;**
- (10) **Games Manual - Image & Look;**
- (11) **Games Manual - Knowledge Management;**
- (12) **Games Manual - Legal;**
- (13) **Games Manual - Marketing;**
- (14) **Games Manual - Medical;**
- (15) **Games Manual - Overlay / Venue Development;**
- (16) **Games Manual - Press Operations;**
- (17) **Games Manual - Project Management;**
- (18) **Games Manual - Queen's Baton Relay;**
- (19) **Games Manual - Security;**
- (20) **Games Manual - Sport;**
- (21) **Games Manual - Technology;**
- (22) **Games Manual - Ticketing;**
- (23) **Games Manual - Transport;**
- (24) **Games Manual - Venue Operations;**
- (25) **Games Manual - Villages;**
- (26) **Games Manual - Workforce.**

General Assembly means the General Assembly of the Federation constituted in accordance with Article 12.

Host CGA means the Affiliated CGA which has been awarded the right to host a Commonwealth Games by the General Assembly.

Host City means the city which has been awarded the right to host a Commonwealth Games by the General Assembly.

Host City Contract means, the contract between the Federation, the Host CGA, the Host City, the OC, the Host Government and any other parties as the Executive Board deems necessary regarding the organisation of a Commonwealth Games which is signed at the General Assembly immediately after the awarding of a Commonwealth Games.

Host Country means the Commonwealth Country in which the Host City is located.

Host Government means the Government or Governments of the Host Country.

IF means the International Federation of a particular sport.

OC means the Organising Committee for a Commonwealth Games.

Region means one of the geographical regions set out in Regulation 5.

Regulations mean the Federation's Regulations in force from time to time.

Sports Committee means the committee described in Article 15.

Sports Programme of the Commonwealth Games means the sports and events to be contested in a Commonwealth Games.

Progress Report means a report circulated by a Candidate CGA to one or more other Affiliated CGAs providing any information relating to the progress of its bid to become a Host CGA following the lodgement of its Candidature File which may be in any form, including, without limitation, a booklet or an email.

SECTION B: REGULATIONS

The Definitions applied in the Constitution apply in these Regulations.

REGULATION 1

Bid Procedures

1. Candidature Files

- a. The official Candidature File lodged by Candidate CGAs ('**Candidature File**') shall be delivered to the Federation's office on a date prescribed in the Candidate City Manual which is at least 6 months prior to the date upon which the General Assembly is scheduled to meet to decide the Host CGA and Host City for a Commonwealth Games.
- b. Copies of all Candidature Files submitted by Candidate Cities shall be sent to the Executive Board and all other Affiliated CGAs. The Affiliated CGAs of Candidate Cities shall furnish their bid to the Federation in a form prescribed in the Candidate City Manual. The Executive Board reserves the right to establish rules permitting or rejecting the use of electronic applications.
- c. Regardless of the form of the Candidature File, the bid must be signed (physically or electronically) by the President and Secretary General of the Candidate CGA and endorsed by the Chairman and one other senior official of an OC that may have already been formed by the Affiliated CGA at the time of entering a bid. The Candidature File must also be supported by the written approval of the Host Government and the Host City in order to ensure their cooperation in the successful staging of the Commonwealth Games.
- d. Each Candidate CGA shall when furnishing the Candidature File undertake with the Federation that if the Commonwealth Games is awarded to it, the Candidate CGA will execute a Host City Contract at the time of awarding the Commonwealth Games in a form approved by the Executive Board.
- e. Other than as provided for within the Candidate City Manual Candidate CGAs shall not make any special visits or approaches to members of other Affiliated CGAs by themselves or through diplomatic channels after their Candidature File is lodged with the Federation. Candidate Cities may, however organise a reception on the occasion of a General Assembly and may provide a hospitality room and any exhibition or display by means of models, photographs, films etc. showing arrangements in the Candidate Cities.
- f. Candidate CGAs may only circulate Progress Reports after the CGF Evaluation Commission has circulated its Evaluation Report but no later than one month prior to the vote for the Host CGA and Host City.
- g. Not more than 2 Progress Reports may be circulated by any Candidate CGA after the lodgement of its Candidature File.

- h. A Progress Report will be deemed to be circulated by a Candidate CGA on the date that it is sent to the Executive Board.

2. Selection of Host CGA and Host City

- a. The General Assembly shall award the Commonwealth Games to a Host City and Host CGA at the General Assembly which follows the Commonwealth Games held 8 years prior to the Games in question.
- b. At the meeting of the General Assembly, a delegation of each Candidate City, (not exceeding 6 in number), shall be entitled to present its case to the General Assembly during a period not exceeding 30 minutes, excluding question time which is not to exceed ten minutes. The order in which Candidate Cities shall present their case will be decided by the drawing of lots.
- c. The Commonwealth Games shall not be awarded in succession to countries in the same Region if countries from other Regions are making acceptable applications to act as hosts to the Commonwealth Games.
- d. The voting procedure to select the Host CGA and Host City shall be as follows:
 - (i) Only affiliated CGAs present at the General Assembly at which the Host CGA and Host City is to be elected shall be entitled to one vote. A first vote shall be taken by the General Assembly in relation to the Candidate CGAs and if one Candidate CGA obtains more than 50% of votes cast over the total votes for all other Candidate CGAs, it shall be awarded the Commonwealth Games.
 - (ii) If no Candidate CGA receives more than 50% of votes, the Candidate CGA obtaining the least number of votes cast shall be withdrawn from the voting, and a further vote shall be taken.
 - (iii) If necessary, the procedure shall be continued until only 2 Candidate CGAs remain and the Commonwealth Games shall be awarded to the Candidate CGA obtaining a majority of votes cast.
 - (iv) Only a member of an Affiliated CGA who is accredited in writing by that Affiliated CGA to vote on the choice of the Host City shall be entitled to vote.

3. Grants and Gifts

- a. Any grant in cash or in kind given or offered by a Candidate CGA during or after the bid process shall be distributed equally among all Affiliated CGAs on a proportionate basis limited to a team size formula as approved by the Executive Board.
- b. The OC will provide free travel to all or a specified number of competitors and team officials in accordance with the Candidate City Manual. The travel grant shall not in any event be less than:

For teams* numbering	1	to	10	25%
	11	to	20	20%
	21	to	30	15%
	51	to	70	10%
	71	to	100	7%
	101	+		5%

* Teams incorporate both competitors and team officials.

REGULATION 2

CGF Evaluation Commission

- 1. The Executive Board shall be authorised to create the CGF Evaluation Commission.
- 2. A delegate or delegates from the CGF Evaluation Commission shall visit each Candidate City prior to the meeting at which the Host City and Host CGA is decided to inspect the facilities and to evaluate the bid. So far as practicable the same delegate or delegates shall visit all Candidate Cities.
- 3. After all Candidate Cities have been inspected; the CGF Evaluation Commission will draft an Evaluation Report regarding each Candidate City. The Evaluation Report shall include, without limitation:
 - (a) the progress of construction of Commonwealth Games facilities;
 - (b) the ability and/or capacity of the Candidate City and Candidate CGA to comply with the representations made in their Candidature Files; and
 - (c) any information that the CGF Evaluation Commission believes will assist CGAs in their deliberations regarding the candidate cities.
- 4. The Evaluation Report shall be published as soon as practicable after Candidate Cities have been inspected.
- 5. The Evaluation Reports shall be distributed to all Affiliated CGAs and to the Executive Board.

6. The Executive Board reserves the right to appoint technical advisers to act as temporary members of the CGF Evaluation Commission. Such temporary members shall be granted the same benefits and conditions as apply to regular CGF Evaluation Commission members.

REGULATION 3

Election of Executive Board Members

1. The General Assembly meeting in the year following the occasion of a Commonwealth Games shall:
 - i) elect the President, in accordance with Regulations 3(2) and (4);
 - ii) elect the other members of the Executive Board (except the Honorary Legal Adviser, Honorary Medical Adviser, the CEO and the Athletes' Representative), in accordance with Regulations 3(2), (3) and (4); and
 - iii) confirm the election of Regional Vice Presidents and Regional Members of the Sports Committee, in accordance with Regulations 3(2) and (5).
2. Elections & Eligibility
 - i) Nominations for election to the positions specified in Regulation 3(1)(i), (ii) and (iii) shall be submitted in writing to the Federation office not less than 3 months before the date of the General Assembly except in the case of filling casual vacancies in which situation the Executive Board may reduce the period.
 - ii) Any CGA may nominate a candidate for election or appointment as the case may be.
 - iii) The person nominated shall be a Commonwealth citizen and ordinarily resident in a Commonwealth country.
 - iv) If elected the candidate shall hold office from the date of election to the conclusion of the General Assembly in the year following the next Games.
 - v) The candidate so elected shall cease to hold office
 - a) if the candidate dies or resigns.
 - b) if the candidate is unable to act for reasons of ill health or for any other reason for a period exceeding 6 months.
 - c) if the Executive Board for good cause recommends that the candidates election be rescinded and such recommendation is subsequently ratified by the General Assembly.

3. Election of Vice Presidents

If more than 2 nominations are received for the position of Vice President the following applies:

- (a) A secret ballot of the General Assembly shall be conducted. Only Affiliated CGAs present at the General Assembly at which the election of Vice Presidents takes place shall be entitled to vote. Each Affiliated CGA shall be entitled to one vote.
- (b) Affiliated CGAs shall vote for two candidates of their choice. Ballot papers containing more than two or less than two votes shall be considered spoilt.
- (c) The two candidates receiving the largest number of votes shall be elected.
- (d) In the event that two candidates receive an equal number of votes, there shall be a second ballot. In the event that the two candidates still receive an equal number of votes then the President may use a casting vote.

4. Procedure on elections of Executive Board Members (other than for the position of Vice Presidents)

If two nominations are received for any position (other than the position of Vice President) a secret ballot of the General Assembly shall be conducted.

If three or more nominations are received for any position the following applies:

- (a) As secret ballot of the General Assembly shall be conducted. Only affiliated CGAs present at the General Assembly at which the election of the Executive Board takes place shall be entitled to one vote. Each affiliated CGA shall be entitled to one vote.
- (b) After the first ballot the names of any candidates getting less than 10% of the votes of those present and entitled to vote, or the name of the candidate receiving the least number of votes if more than 10%, will be eliminated.
- (c) If, however, any candidate at any stage of the voting receives more than 50% of the votes of those present and entitled to vote they shall be declared elected.
- (d) The same procedure as above will, if necessary, be carried out until only two candidates remain and the election will then be decided by a simple majority vote. In the event the two candidates receive an equal number of votes the Chairman of the General Assembly may use a casting vote.

5. The procedure for the election of Regional Vice Presidents and Regional Members of the Sports Committee shall be as follows:

- (a) Each Region shall meet at the time of the General Assembly in the year following a Commonwealth Games.

- (b) If two or more nominations are received for a position, a secret ballot of all Affiliated CGAs from the relevant Region shall be conducted of members present and accounted for – no proxies.
 - (c) After the first ballot the names of any candidates getting less than 10% of the votes of those present and entitled to vote, or the name of the candidate receiving the least number of votes if more than 10%, will be eliminated
 - (d) If however any candidate receives more than 50% of the votes of those present and entitled to vote at any stage of the voting, that candidate shall be declared elected.
 - (e) The same procedure as above will, if necessary, be carried out until only two candidates remain and the election will then be decided by a simple majority vote. In the event the two candidates receive an equal number of votes the Chairman of the General Assembly may use a casting vote.
6. The Honorary Legal Adviser, the Honorary Medical Adviser and the Athletes' Representative shall be appointed by the Executive Board from nominations received from Affiliated CGAs according to procedures to be determined by the Executive Board from time to time.
7. The CEO shall be appointed by the Executive Board at its discretion.

REGULATION 4

Procedures for the co-option of Board members or Commissions of the Federation

1. Where 20% gender representation is not filled by election for the Executive Board or the Sports Committee, additional members shall be co-opted to provide a minimum of 20% representation or two (2) individuals of the under-represented gender, whichever is the lower. All Affiliated CGAs shall be encouraged to make nominations and submit CVs directly to the Federation and also through their Regional Vice Presidents.
2. Appointments shall be by the Executive Board.
3. Appointments shall be made on merit.
4. For all other committees and commissions appointed by the Executive Board in accordance with Article 14(2)(c), gender representation consistent with (1) above shall apply.
5. An individual co-opted pursuant to this Regulation 4 is granted full rights and voting privileges.

REGULATION 5

Regions

Africa	America	Asia	Caribbean	Europe	Oceania
Botswana	Belize	Bangladesh	Anguilla	England	Australia
Cameroon	Bermuda	Brunei	Antigua & Barbuda	Cyprus	Cook Islands
Ghana	Canada	India	Bahamas	Gibraltar	Fiji
Kenya	Falkland Islands	Malaysia	Barbados	Guernsey	Kiribati
Lesotho	Guyana	Maldives	British Virgin Islands	Isle of Man	Nauru
Malawi	St Helena	Pakistan	Cayman Islands	Jersey	New Zealand
Mauritius		Singapore	Dominica	Malta	Papua New Guinea
Mozambique		Sri Lanka	Grenada	Northern Ireland	Niue
Namibia			Jamaica	Scotland	Norfolk Island
Nigeria			Montserrat	Wales	Samoa
Rwanda			St Kitts & Nevis		Solomon Islands
Seychelles			St Lucia		
Sierra Leone			St Vincent & The Grenadines		Tonga
South Africa			Trinidad & Tobago		Tuvalu
Swaziland			Turks & Caicos Islands		Vanuatu
Tanzania					
Uganda					
Zambia					
(18)	(6)	(8)	(15)	(10)	(14)

REGULATION 6

Factors and Criteria for New Sports and Disciplines in the Programme of the Commonwealth Games

In formulating recommendations on the Sports Programme for the Executive Board and the General Assembly, the Sports Committee will ensure that sports and events within the Commonwealth Games maintain high standards of excellence and pan-Commonwealth participation.

The Sports Committee and Executive Board shall consider a range of factors and criteria that will include, but will not necessarily be limited to, the following:

1. Participation levels within the Commonwealth: The Sports Programme includes sports and events that have a high rate of participation by Commonwealth athletes and nations, measured by:
 - (a) the number of Commonwealth nations affiliated with the International Federation;
 - (b) the number of affiliated nations active with their CGA;
 - (c) the number of participants (men & women) from Commonwealth nations at the last three World Championships and other major Games including the Olympics;
 - (d) the number of Commonwealth nations hosting international tournaments sanctioned by the relevant International Federation (i.e., over the last 4 years)
2. Excellence: The Commonwealth Games includes sports and events that have high profile Commonwealth athletes capable of excellence, with world-class performances and a supportive relationship with the International Federation, measured by:
 - (a) the number of medallists (men & women) from Commonwealth nations at last three World Championships & Olympic Games;
 - (b) the number of Commonwealth athletes ranked in the top 20 by the relevant International Federation; and
 - (c) a 'best endeavours' agreement by the International Federation not to hold world championships or other major fixtures within two weeks of the Commonwealth Games.
3. Equity: The Commonwealth Games retains its status as a leader in promoting gender equity. A factor that will be taken into account for future programme decisions is that sports have a balanced participation (World Championships and other International Federation recognised events) and profile (elected body) for males and females.
4. Marketability: The chosen sports/events shall be able to attract live and broadcast audiences, sponsorship and to generate media interest, in particular to World Championships & Olympic Games. This will be measured by:
 - (a) major sponsors;
 - (b) attendance and ticket sales;
 - (c) television coverage across the Commonwealth;
 - (d) television rights sales;

SECTION C - CODE OF CONDUCT

A. VISION OF CGF

To promote a unique friendly, world class Commonwealth Games and to develop sport for the benefit of the people, the nations and the territories of the Commonwealth, and thereby strengthen the Commonwealth.

B. LEADERSHIP

The Federation, Affiliated CGAs and Executive Board Members shall promote and support the Code of Conduct and all activities of the Federation and the Affiliated CGAs by leadership and example. Their philosophy shall be to at least equal the dedication and discipline of the athletes with energy, vision and professionalism.

C. PRINCIPLES OF CONDUCT

1. *Selflessness:* The Federation, Affiliated CGAs, and Executive Board Members shall take decisions solely in the Federation's interest. They shall not do so in order to gain benefits for themselves or their sport.
2. *Integrity:* The Federation, Affiliated CGAs and Executive Board Members shall not place themselves under any financial or other obligation to individuals or organisations that might influence them in the performance of their duties.
3. *Objectivity:* In carrying out the business of the Federation including appointing or electing officials, awarding contracts or recommending individuals for rewards or benefits, the Federation, Affiliated CGAs and Executive Board Members shall make choices on merit.
4. *Accountability:* The Federation, Affiliated CGAs and Executive Board Members are accountable for their decisions and actions to the Federation and shall submit themselves to whatever scrutiny is appropriate. The Executive Board Members and members of elected committees shall report regularly to and communicate with the Affiliated CGAs which elected them. Communication shall not be confined to meetings held during Annual General Assemblies of the Federation.
5. *Openness:* The Federation, Affiliated CGAs and Executive Board Members shall be as open as possible about all the decisions and actions that they take. They shall give reasons for their decisions and restrict information only when the wider interest clearly demands it.
6. *Honesty:* The Federation, Affiliated CGAs and Executive Board Members have a duty to declare any private interests relating to their duties and to take all steps to resolve any conflicts arising in a way that protects the interest of the Federation and sport in general.