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Item No. 3 (ii)

Halifax Regional Council
November 18, 2008
Committee of the Whole

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:

A handwritten signature in dark ink, appearing to read "Dan English".

Dan English, Chief Administrative Officer

A handwritten signature in dark ink, appearing to read "Wayne Anstey".

Wayne Anstey, Deputy Chief Administrative Officer - Operations

DATE: October 22, 2008

SUBJECT: 2011 Canada Winter Games Multi-Party Agreement

ORIGIN

December 12, 2006: Council approved Canada Games budget and authorized staff to submit bid.

January 16, 2007: Council approved Canada Games hosting standards.

February 2, 2007: Halifax awarded 2011 Canada Winter Games, Mayor signs Hosting Agreement.

March 20, 2007: Council approved Memorandum of Association and By-Laws establishing 2011 Canada Games Host Society as the nonprofit host society.

October 23, 2007: Council appointed Councillor Wile and CAO or his designate as members of the Board of the 2011 Canada Games Host Society.

RECOMMENDATION

It is recommended that Regional Council authorize the Mayor and Municipal Clerk to execute the Multi-Party Agreement for the 2011 Canada Winter Games attached to this report.

EXECUTIVE SUMMARY

The Canada Games Hosting Standards, approved by Council on January 16, 2007, include a requirement for the Municipality to enter into a Multi-Party Agreement (“MPA”). There are five partners to the MPA. These are the Halifax Regional Municipality, the Federal Government, the Province, the Canada Games Council, and the community based 2011 Canada Games Host Society. The MPA is a legal contract that deals with games-related matters such as roles and responsibilities of the parties; financial matters; conditions relating to contributions; legacies; protocol; auditing/accounting practices; Host Society corporate policy development; official languages; and indemnification of the parties etc.

HRM’s financial commitments described in the MPA are the same as those approved by Regional Council prior to the Bid being submitted. The levels of funding provided by the Provincial and Federal governments have been increased since the Bid was submitted and accepted. This increase reflects a new funding formula agreed upon by the two senior levels of government independent of any request for additional funding from the Host Society or HRM. The new Provincial/Federal funding formula does not require the Municipality to increase its level of funding.

BACKGROUND

Games Scope

Halifax Regional Municipality has been selected to host the 2011 Canada Winter Games. The Games include 20 sports plus numerous cultural and community events over a two-week period. Approximately 3600 athletes, coaches and managers; 550 major officials; 400 media; and 6000 guests and VIP’s will attend the Games. Approximately 5000 community volunteers will be engaged in organizing and delivering the Games. The Games are projected to generate approximately \$81M in economic activity for the Province of which approximately \$60M will be in HRM.

Financial Commitments

The Provincial and Federal governments have agreed to the following level of funding for the Games:

Operating: \$8.12M each; and
Capital : \$3M each.

It should be noted that when HRM submitted its Bid, the two senior levels of government each committed \$6.75M (capital) and \$2M (operating). The increase in funding reflects a new funding formula agreed upon by the Province of Nova Scotia and the Government of Canada independent of any request for additional funding from HRM or the Host Society. With the exception of \$1M all of the capital funding is also over and above the \$24M which the Provincial and Federal governments provided for the Mainland Common Facility which will be a Canada Games venue. The new Provincial/Federal funding formula does not require the Municipality to increase its level of funding.

The Municipality's Canada Games Bid contained the following financial commitments:

Capital: \$2M (cash);

Capital: \$3.85 (upgrades to existing municipal facilities through annual capital budget process);

Capital: \$1M (value in kind); and

Operating: \$2M (value in kind).

Non-Profit Canada Games Host Society

Typically a Games bid is led by community with support from a municipality. The Halifax 2011 Bid however was led by the Municipality with assistance from the community. Notwithstanding this, the Games must be organized and delivered by the community, under the leadership of a community based "Host Society." The Federal Government's Hosting program does not permit funding to be given directly to municipal governments for events such as the Canada Games. Funding is provided to nonprofit community-based host societies. In addition, as a condition of awarding the Games, the Canada Games Society specifically requires that a community based nonprofit host society be established to organize and deliver the Games. The Municipality agreed to these conditions and assisted in establishing and organizing the 2011 Canada Games Host Society. The Host Society's responsibilities are "To organize, manage, promote and conduct the Halifax 2011 Canada Winter Games."

DISCUSSION

Canada Games Hosting Standards

The Canada Games Hosting Standards, approved by Council on January 16, 2007, include a requirement for the Municipality to enter into a Multi-Party Agreement ("MPA"). There are five partners to the MPA. These are the Halifax Regional Municipality, the Federal Government, the Province, the Canada Games Council, and the community based 2011 Canada Games Host Society. The MPA is a legal contract that deals with games-related matters such as roles and responsibilities of the parties; financial matters; conditions relating to contributions; legacies; protocol; auditing/accounting practices; Host Society corporate policy development; official languages; and indemnification of the parties etc.

MPA Coordinating Committee

The MPA provides for the establishment of a 2011 Canada Winter Games Coordinating Committee, compromising one representative from each party. The function of the Coordinating Committee is to provide coordination and oversight for the implementation of the MPA, including promotion of effective, coordinated planning and communication among the parties with respect to financial and operational matters identified within the MPA. It is a forum for sharing information, as well as for identifying and considering issues that may arise out of the implementation of the MPA or any other significant issues brought forward by any of the parties. The Coordinating Committee has commenced meetings and consists of the President and CEO of the Canada Games Council; the CEO of the 2011 Canada Winter Games Host Society; the HRM Director of Community Development; the Senior Director of Health Promotion and Protection for the Province of Nova Scotia; and the

Canada Games Senior Program Officer for the federal government.

Business Planning and Risk Assessment

The MPA mandates that at no time will the Host Society approve a budget which projects a deficit. However, any deficit that may occur as a result of hosting the 2011 Canada Winter Games is the responsibility of HRM. This is in accordance with the terms of the Hosting Standards approved by Council before the submission of the bid. Through the MPA, HRM has ensured formal representation within the Host Society's risk assessment process related to the development of the budget and business plan and ongoing budget monitoring in an effort to mitigate this risk.

Sport Legacy Fund

HRM's Canada Games Bid includes a \$1M item which will be used to establish a 2011 Canada Winter Games legacy fund. The MPA confirms that the Host Society will budget for the establishment of this fund. The distribution of this financial legacy will allocate 80% to support amateur sport in Nova Scotia and 20% to the Canada Games Council for the benefit of the Canada Games movement.

Naming Legacy Facility

During the Bid process HRM was required to identify one major facility to be built for the 2011 Winter Games and which would incorporate the words "Canada Games" and "Jeux du Canada" in its official name. The MPA confirms this Municipal commitment. Although the MPA doesn't specify this facility, HRM's Bid proposed the Mainland Common Facility.

Host Society Accountability

As noted above, the policies of both the Federal government and the Canada Games Society required the Municipality to establish a community lead nonprofit society to plan and deliver the Games. The Commonwealth Games Bid Society was also an arms length organization. In the aftermath of the Commonwealth Games Bid, it has been suggested that the Society did not have sufficient public accountability. Since the 2011 Canada Winter Games Host Society is also an arms length organization, there may be questions or concerns about its public accountability. The following points are intended to highlight the differences between the two events as well as the circumstances and mandates of the two societies. The MPA also addresses issues of accountability.

- The Canada Games have a financial funding formula which defines the level of funding from each level of government. The three levels of government did not have an agreed upon cost sharing formula for the Commonwealth Games and it appeared that a disproportionate amount of the costs and financial risks would be assigned to the Municipality. The respective funding levels of each government are specified in the MPA.

- Regional Council approved the Canada Games Bid and budget before the Bid was submitted. In the case of the Commonwealth Games Bid, there was uncertainty as to what the final Games budget would be.
- The scale of risk with respect to the Canada Games budget is significantly less than that posed by the Commonwealth Games budget (approximately \$35M versus \$1B). The MPA also requires the Host Society to prepare a risk management plan to address financial and liability risks. This will be reviewed by the Coordinating Committee and supporting staff on an ongoing basis as part of the budget monitoring and financial reporting process.
- The Canada Games have been hosted for 40 years. No recent Canada Games have resulted in a deficit. Canada Games have produced surpluses that have resulted in significant community/sport legacies. The MPA also specifies that the Host Society cannot approve a budget which projects a deficit.

BUDGET IMPLICATIONS

There are no new budget implications as a result of this Agreement, the commitments having previously been made when Council approved the bid. The Municipality's capital and operating funding obligations will be included in the next two budget cycles.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

ALTERNATIVES

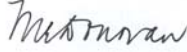
Council could elect not to approve the MPA. This course of action is not recommended as the MPA must be executed for the Games to proceed. The MPA reflects the terms of the Bid and Hosting Standards previously approved by Council.

ATTACHMENTS

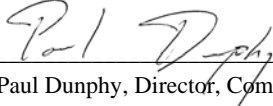
2011 Canada Winter Games Multi-Party Agreement

If the report is released to the public, a copy can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

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Report Approved by: 

M.E. Donovan, Director, Legal Services, 490-4226



Paul Dunphy, Director, Community Development

MULTI-PARTY AGREEMENT (draft 18/09/08)

FOR THE 2011 CANADA WINTER GAMES

THIS AGREEMENT made this _____ day of _____, 2008.

AMONG

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by
The Minister of Canadian Heritage and Status of Women
and Minister for La Francophonie
(hereinafter called “Canada”)**

and

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA
as represented by the Minister of Health Promotion and Protection
(hereinafter called “Nova Scotia”)**

and

**THE HALIFAX REGIONAL MUNICIPALITY
as represented by the Mayor and Municipal Clerk
(hereinafter called “The Halifax Regional Municipality”)**

and

**THE HALIFAX 2011 CANADA GAMES HOST SOCIETY/
SOCIÉTÉ HÔTESSE DES JEUX DU CANADA DE 2011 DE HALIFAX,
as represented by the Chairman of the Board and CEO
(hereinafter called “The Host Society”)**

and

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



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WHEREAS:

- A.** The Canada Games are a high profile national multi-sport competition for Canadian youth from every province and territory, showcasing sporting excellence and serving as a prime means of increasing the quality and numbers of Canada's next generation national team athletes competing in international competitions;
- B.** The *1997 Clear Lake Resolution* has defined the respective areas of decision making amongst the Federal and Provincial/Territorial Governments and the Canada Games Council and charged the Council to be an independent organization responsible for the management of the Canada Games and the governance of the Canada Games Movement;
- C.** The Province of Nova Scotia has accepted the recommendation, by the Canada Games Council, to award the Games to the Halifax Regional Municipality;
- D.** The 2011 Canada Winter Games will be held from February 10 to February 27, 2011 inclusive;
- E.** The Council as the Franchise Holder for the Games is committed to working closely with a local Host Society to ensure that the standards and the integrity of the Canada Games are upheld in all areas of operations;
- F.** A Host Society named The Halifax 2011 Canada Games Host Society/ Société Hôtesse des Jeux du Canada de 2011 de Halifax has been incorporated under the laws of the Province of Nova Scotia for the purpose of planning, organizing, financing, promoting and staging the 2011 Canada Winter Games working in close cooperation with the Council;
- G.** Athletes are the central point and raison d'être of the sport system and their development needs must be the prime consideration in the staging of the Canada Games;
- H.** The Canada Games have historically included a cultural component to complement the sport program;
- I.** The official languages of the Canada Games are English and French;
- J.** The Council has determined the program of sports for the 2011 Canada Winter Games and accepts that the Host Society will prepare its Business Plan assuming that 3,632 participants, including artists, will attend the 2011 Canada Winter Games;
- K.** The Funding Parties wish to set forth their respective financial contributions to the Host Society and the 2011 Canada Winter Games and the conditions governing their contributions and the principles of coordination among themselves;
- L.** The 2011 Canada Winter Games will benefit amateur sport for years to come and will also leave significant economic, social and cultural benefits; and



- M. The Parties are committed to working together to stage a successful 2011 Canada Winter Games, and will attempt to resolve all Games matters in a collegial and collaborative manner.

DEFINITIONS

- (a) **“Agreement”** means this Multi-Party Agreement amongst the Parties including its Appendices (**entente**);
- (b) **“Bid Book”** means the Bid Book submitted by the Halifax Regional Municipality Official 2011 Bid Community on December 28, 2006 to the Council in response to the Bid Procedures and Hosting Requirements issued by the Council, describing the plans for organizing, managing, promoting and staging the 2011 Canada Winter Games (**cahier de candidature**);
- (c) **“Bid Procedures and Hosting Requirements”** means the Bid Procedures and Hosting Requirements document issued by the Council, dated Oct 20, 2006, describing the procedures and deadlines for submitting a bid to host the 2011 Canada Winter Games and Council’s hosting requirements for organizing, managing, promoting and staging those Games (**processus de candidature et normes d’accueil**);
- (d) **“Business Plan”** means the business plan described in section 5 (**plan d’affaires**);
- (e) **“Canada Games Movement”** comprises Canada’s largest multi-sport competition for young athletes, the Canada Games, and between Games programs that build value in the Canada Games’ property by inspiring dreams in Canada’s youth to participate in sport and physical activity and build champions by providing the programs, tools and support young athletes need to succeed at higher levels (**mouvement des Jeux du Canada**);
- (f) **“Capital Budget”** means the Host Society’s approved capital budget (**budget des immobilisations**);
- (g) **“Capital Costs”** means the actual costs incurred by the Host Society in executing its Capital Plan (**coûts des immobilisations**);
- (h) **“Capital Plan”** means to that part of the Host Society’s Business Plan related to the construction or refurbishment of facilities necessary to stage the Games (**plan d’immobilisations**);
- (i) **“Coordinating Committee”** means the non-decisional committee as described in section 4 (**comité de coordination**);
- (j) **“Deficit”** means an excess of capital and operating expenses over revenues (**déficit**);
- (k) **“Franchise Holder”** means the Council, as per its mandate assigned in the 1997 Clear



Lake Resolution (détenteur des droits);

- (l) **“Funding Parties”** means Canada, Nova Scotia and the Halifax Regional Municipality (**bailleurs de fonds**);
- (m) **“the Games”** means the Canada Games to be held in Nova Scotia between February 10 and 27, 2011 and includes:
 - (i) all sport competitions;
 - (ii) opening, closing, awards and other official ceremonies of the Canada Games; and
 - (iii) all cultural programs and related events arranged or sanctioned by the Host Society (**Jeux**);
- (n) **“Legacy Plan”** means the plan described in sections 31 and 32 (**plan de legs**);
- (o) **“Medical and Paramedical Personnel”** means professionally trained doctors, nurses, dentists, physiotherapists, athletic therapists and other health personnel (**Équipe médicale et paramédicale**);
- (p) **“Mission Staff”** means those individuals identified by the respective provincial/territorial authority who plan, organize and manage the participation of the athletes, coaches and managers from those teams (**personnel de mission**);
- (q) **“National Sport Organization”** means the national governing body responsible for a sport on the 2011 Canada Winter Games program (**organisme national de sport**);
- (r) **“Operating Budget”** means the Host Society's approved operating budget as set out in the Business Plan (**budget de fonctionnement**);
- (s) **“Operations Committee”** means the Host Society's committee, established by the Board of Directors, charged with the responsibility of ensuring that the 2011 Canada Winter Games are successfully carried out within the requirements and context of the Multi-Party Agreement, the Hosting Agreement, the Host Society's Operational and Business Plans, and the Host Society's Budget (**comité des opérations**);
- (t) **“Participants”** means athletes, coaches, managers and artists (**participants**);
- (u) **“Parties”** means jointly Canada, Nova Scotia, The Halifax Regional Municipality, the Council, and the Host Society (**parties**);
- (v) **“Party”** means severally, as the context requires, Canada, Nova Scotia, The Halifax Regional Municipality, the Council, and the Host Society (**partie**);
- (w) **“Sport Information Officers”** means the individual appointed by each National Sport Organization to provide sport-specific information to the media (**agents d'information du sport**);



- (x) **“Technical Packages”** means the documents describing the numbers and eligibility requirements of each sport's athletes, coaches and managers participating in the Games, sport technical rules, equipment, scheduling and scoring and ranking; they are developed by National Sport Organizations under the guidance, direction and approval of the Council; Council also develops a technical package for the National Artists Program **(devis techniques)**;
- (y) **“Technical Officials”** means the referees, judges, umpires and other trained personnel appointed by each National Sport Organization for the sport competitions **(officiels techniques)**;
- (z) **“Technical Representative”** means the individual appointed by each National Sport Organization whose role will be to act as an advisor to the Host Society **(représentant technique)**;
- (aa) **“Venues”** means any land, buildings or facilities constructed or upgraded, used by the Host Society for the purpose of operating and hosting the Games, excluding the Host Society's office and warehouse space **(sites)**; and
- (bb) **“1997 Clear Lake Resolution”** means the resolution regarding the Canada Games adopted on August 8, 1997 at the 1997 Conference of the Federal-Provincial/Territorial Ministers Responsible for Sport, Fitness and Recreation, at Clear Lake, Manitoba **(Résolution de Clear Lake, 1997)**.

RIGHT TO HOST THE 2011 CANADA WINTER GAMES

1. Terms of Award

- 1.1 This Agreement witnesses that the Host Society has obtained the Right to Host the 2011 Canada Winter Games, in accordance with the Bid submitted to the Council on December 28, 2006, Council's review and acceptance of that Bid and commitments made by the Halifax Regional Municipality in a Letter of Agreement dated February 2, 2007, as amended from time to time with the consent of the Parties, subject to the terms and conditions outlined in this Agreement.
- 1.2 The Parties agree that this Agreement and the Hosting Agreement which has been or will be entered into by the Host Society and the Council supersedes the Letter of Agreement dated February 2nd 2007 agreed to between the Halifax Regional Municipality and the Council.
- 1.3 The Parties agree that Council's minimum standards required to stage the Games will be respected whenever changes to plans are being considered.

2. Ownership of Rights and Properties



- 2.1 The Council, as the Franchise Holder, exercises the rights of legal ownership over the properties of the Canada Games Movement in accordance with the provisions of the 1997 Clear Lake Resolution and other trademarked rights and properties registered by the Council pursuant to Section 9 of the Trademarks Act.
- 2.2 The Parties acknowledge that the Council and the Host Society have entered into or will enter into a separate bilateral Hosting Agreement, dealing inter alia with the transfer of certain of the Council's exclusive marketing and sponsorship Rights and Properties, the sublicensing of the use of Trademarks, and the Rights Fee payable to the Council.

ORGANIZATIONAL

3. Composition of the Host Society Board of Directors and Operations Committee

- 3.1 The Host Society will invite Canada, Nova Scotia and the Halifax Regional Municipality each to nominate one voting member to the Host Society's Board of Directors, and invite the Council to nominate two voting members.
- 3.2 The Host Society will invite Nova Scotia and the Halifax Regional Municipality each to nominate a Designated Alternate to the Board, who would normally sit in an ex-officio capacity unless the voting member is unable to attend and transfers his or her voting privileges.
- 3.3 The Host Society will appoint a maximum of ten (10) other members to the Board of Directors representing a diverse cross section of the community
- 3.4 The Host Society will invite Canada, Nova Scotia and the Halifax Regional Municipality and the Council to each nominate at least one observer to the Games' Operations Committee.
- 3.5 The Parties agree that all costs for Canada's, Nova Scotia's, the Halifax Regional Municipality's and the Council's members of the Board of Directors and Operations Committee will be borne by the respective Party.

4. 2011 Canada Winter Games Coordinating Committee

- 4.1 The Parties will, upon execution of this Agreement, establish a Coordinating Committee that will be comprised of at least one representative appointed from each Party. The Terms of Reference of the Coordinating Committee will be as described in Appendix I.



OPERATIONAL

5. Business Plan

- 5.1** The Host Society will prepare a comprehensive Business Plan which will outline, to the extent possible, the planning, organizing, financing, promoting and staging of the 2011 Canada Winter Games and fulfillment of the obligations outlined in this Agreement.
- 5.2** The Business Plan will include the following components:
- (a) mission, vision and values of the Host Society aligned with those of the Council;
 - (b) a comprehensive organization structure inclusive of staff and volunteers;
 - (c) a human resources plan that identifies the number and a schedule for recruitment and appointment of volunteers and staff;
 - (d) revised and balanced operational budget and capital plan and budget in which the Funding Parties' contributions reflect the amounts committed pursuant to sections 22 and 23 of this Agreement;
 - (e) an integrated marketing and communications plan that details the strategies, projected results and milestones for self generated revenues;
 - (f) an official languages plan;
 - (g) a plan to minimize environmental impact;
 - (h) a risk management plan to address significant financial and liability risks; and
 - (i) critical paths including tasks and time lines, scheduled reports and meetings, evaluations and milestones.
- 5.3** The Council will provide Business Plan templates and other documents to be used by the Host Society in developing an appropriate Business Plan.
- 5.4** The Host Society Board of Directors will prepare the Business Plan and authorize its submission to the Funding Parties and the Council by September 30, 2008.
- 5.5** The Funding Parties and the Council will assess the Business Plan; any issues, concern or gaps will be communicated to the Host Society via the Coordinating Committee.
- 5.6** The Host Society will prepare updates to the Business Plan and a report on the risk management plan at least once a year as it obtains more reliable information or becomes aware of facts which may affect the budgeted revenues and expenditures for the full period of the Games and the Host Society needs to make material changes for financial or other reasons.



- 5.7 Any changes to the Business Plan will be approved by the Host Society Board of Directors. The Funding Parties and the Council will be advised in a timely manner of those changes via the Coordinating Committee, as referenced in section 4.

6. Doping Control

- 6.1 The Host Society will undertake to:

- (a) ensure, in collaboration with the Council, that there will be doping control procedures for the 2011 Canada Winter Games consistent with the Canadian Policy Against Doping in Sport, attached as Appendix A, as amended from time to time, and the Canadian Centre for Ethics in Sport/Canada Anti-Doping Program; and
- (b) take, in consultation with the Council and the Canadian Centre for Ethics in Sport (CCES), the necessary action to facilitate the implementation by CCES of the doping control procedures, using a Canadian laboratory accredited by the World Anti-Doping Agency to analyze all samples related to the 2011 Canada Winter Games.

7. Arts and Cultural Program

- 7.1 The Host Society will establish the scope, themes and structure of a complementary Arts and Culture Program to be delivered along with the staging of sports events. A significant component is to be a National Artists Program (NAP), in accordance with the Technical Package for NAP.

8. Official Languages

- 8.1 The Host Society acknowledges that the official languages of the Games are English and French and undertakes to serve the members of the public, athletes, coaches, officials and provincial and territorial mission members in both official languages, and communicate with and provide services to the public in both official languages. Without limiting the foregoing, the Host Society will comply with Canada's Official Languages Requirements set out in Appendix B.
- 8.2 Given the one-time responsibility for the Host Society to implement these Games, Canada will provide advice to the Host Society with a view to assist the latter in meeting its Official Languages requirements listed above and described in detail in Appendix B.

9. Policy on Tobacco Sponsorship



- 9.1 The Host Society will comply with Canada's policy on tobacco sponsorship in amateur sport, set out in Appendix C.

10. Host Society Policies

- 10.1 The Host Society will develop and implement policies to guide the management and organization of the Games; without limitation such policies are:
- (a) **Ethics Policy which includes a Conflict of Interest Policy** for directors, officers, volunteers and staff;
 - (b) **Financial Investment Policy** to guide the placement of revenues received in advance for the staging of the Games;
 - (c) **Risk Management Policy** in order to identify and evaluate risks and devise strategies to control such risks through budget management and reporting, safety measures, insurance and risk transfer;
 - (d) **Procurement Policy** pertaining to the purchase of all goods and services including any contracts for the construction or improvement to any facility; such policy will reflect normal standards of accountability in the public domain. Tenders will be evaluated by the Host Society from the perspective of the best interest of the Games (both for the conduct of the Games and post-Games legacy); while the lowest price is a major factor in evaluation of tenders, the Host Society is not obligated to accept the lowest price offer when it has reason to believe that accepting a different offer would be in the best interest of the Games;
 - (e) **Diversity and Access Policies;**
 - (f) **Discrimination and Harassment Policies,** for employees and volunteers;
 - (g) **Privacy Policy,** dealing inter alia with protection of personal information collected from athletes and other participants in the course of the conduct of the Games.
 - (h) **Travel and Expense Policy;** and
 - (i) **Staffing and Human Resource Policies,** for employees and volunteers;

11. Managerial Responsibilities of the Host Society

- 11.1 The Host Society will plan, organize, finance, promote and stage the 2011 Canada Winter Games in accordance with this Agreement, the Hosting Agreement, applicable governing agreements, Hosting Standards of the Council and respect the principles of:
- (a) being an equal opportunity employer; and



(b) pay equity in relation to its paid employees.

11.2 The Host Society will raise funds for purposes related to the successful planning, organizing, financing, promoting and staging of the 2011 Canada Winter Games.

11.3 If the Host Society financial forecast projects a Deficit, the Host Society will promptly provide notice to the Council and to the Funding Parties in writing of that financial forecast and will also specify the measures that it proposes to take to remedy the projected Deficit.

12. Recognition of Funding Parties and Council

12.1 The Host Society will comply with the Funding Parties' Visibility Requirements set out in Appendix D, at no cost to the Funding Parties.

12.2 The Host Society will provide the Council with the same level of visibility as the Funding Parties.

13. Name and Recognition of New Major Games' Facilities

13.1 The Halifax Regional Municipality, in consultation with Nova Scotia and the Host Society, will ensure that at least one major facility being constructed for the 2011 Canada Winter Games incorporates the words "Canada Games" and "Jeux du Canada" in its official name.

13.2 For the facility referenced in section 13.1, the Halifax Regional Municipality will submit the proposed new name in writing for approval by Canada, Nova Scotia, the Host Society and the Council before the new name is used, and will also submit the proposed script in both official languages of a plaque for each such facility.

13.3 The Halifax Regional Municipality will make best efforts to ensure that any agreement with the facility owner of the major facility referenced in section 13.1 includes provisions that:

(a) the requirement to include the words "Canada Games" and "Jeux du Canada" in the name of the facility will remain in perpetuity, unless otherwise agreed by the Council, Canada, Nova Scotia and the Host Society; and

(b) the Council must be consulted regarding any proposal to rename the facility at any time in the future after the completion of the 2011 Canada Winter Games.

14. Broadcasting



- 14.1 The Council and the Host Society will develop a broadcast strategy and negotiate contracts for Canada Games through conventional, specialty and internet broadcasters. The Council will keep the Host Society fully involved at all steps in the contracting processes and the Host Society will be a signatory to all agreements and contracts related to broadcasting of the 2011 Canada Winter Games.
- 14.2 The Host Society must meet the obligations as identified in the terms of the contracts negotiated with broadcasters.
- 14.3 The Council will ensure equitable coverage in both English and French.

15. **Marketing and Communications**

- 15.1 The Council and the Host Society agree to develop and execute a national marketing and communications plan in order to raise the awareness and profile of the Canada Games and to extend sponsorship recognition opportunities, as further described in the Hosting Agreement.
- 15.2 All communications including advertising, signage and promotional material will reflect the demographics of athlete participation (male and female, able-bodied and with a disability, visible minorities), and the Council and Host Society will use best efforts to reflect respectful gender balanced images and language.
- 15.3 Canada, Nova Scotia, the Halifax Regional Municipality, the Host Society and the Council may undertake photographic coverage of the Games for non-commercial purposes and in compliance with the broadcaster agreement as referenced in section 14.1. Complete access to any and all sports and other Venues will be accorded to designated photographic personnel as determined by each Funding Party and the Council; access to the Athletes' Village will be approved by the Host Society on a case by case basis.
- 15.4 When referring to the Canada Games in English, it should always be with the expression "Canada Games," and when referring to the Canada Games in French, "Jeux du Canada" is the correct expression to use at all times; the expression "Jeux du Canada Games" is a bilingual expression that can only be used as part of the Canada Games logo, or with prior written approval of the Council.

16. **Archival Material**

- 16.1 Complete sets of all memorabilia including but not limited to pictures, audio-visuals, banners and medals will be retained by the Host Society until the completion of the Games, and one complete set will be provided at no cost, to the Council, Canada, Nova Scotia, and the Halifax Regional Municipality for archival purposes.
- 16.2 The Council and the Host Society will work closely with the Halifax Regional Municipality to clarify the requirements for the Halifax Regional Municipality and the Council to



maintain archival material, other than those referenced in section 16.1, after the completion of the 2011 Canada Games and the wind-up of the Host Society.

17. Real Property

17.1 With respect to Venues, Canada, Nova Scotia and the Halifax Regional Municipality may make available to the Host Society, any of their own lands, buildings or facilities as the Host Society and the owner may agree, subject to the following terms:

- (a) the Host Society enters into an agreement with the owner of the land, building or facility for the use of the land, building or facility;
- (b) no improvements or changes to the land, building or facility will be made without the express written consent of the owner;
- (c) the Host Society will not assign or otherwise dispose of any right or interest it may acquire in any land, building or facility or part thereof, without the express written consent of the owner;
- (d) subject to paragraph 17.1(e) below, the Host Society will return the land, building or facility to the owner at the end of the Games in the condition specified in applicable venue use agreements;
- (e) where facilities have been built or where improvements have been made to any lands, buildings or facilities owned and provided by Canada, Canada will accept title to the facilities or improvements and the responsibility for the operation and maintenance thereof; and
- (f) where facilities have been built or where improvements have been made to any lands, buildings or facilities owned and provided by Nova Scotia, Nova Scotia will accept title to the facilities or improvements and the responsibility for the operation and maintenance thereof, or may enter into agreements for the title and the post-Games responsibilities to be assumed by a municipality or other organization.

17.2 The Parties agree that the Host Society may contract with other legal owners of certain sites for the use of same and that certain land, buildings or facilities may be constructed or improved for the use of the Games. In such an event, the Parties acknowledge that the Host Society intends to leave, for the benefit of the Venues, sites or legal owners, any improvements, erections or facilities utilized for the Games generally. It will be a term of any such contract that legal owners will assume responsibility for the post-Games operations and maintenance of all such land, buildings and facilities utilized by the Games as described herein.

17.3 If the Host Society, in its opinion, determines that it is unable to confirm an organization to assume the responsibility for the post-Games operation and maintenance of a Venue, the Host Society may establish a temporary Venue for use during the Games and which may be dismantled on the completion of the Games.



- 17.4** The Host Society will not obtain the ownership of any land, building, facility or part thereof, including any improvement made or facilities built, but will only obtain a leasehold or similar interest expiring within a reasonable period after the staging of the Games.
- 17.5** The Host Society will be responsible for establishing pre-Games and Games-time venue access agreements with the owners of all sport Venues which are funded through the Capital Plan of the Host Society.
- 17.6** In the event that the Host Society intends to contract for its office space and warehousing space with a Funding Party, any such contract is to be negotiated at market rates.
- 17.7** The Host Society may enter in agreements for the rental of sports facilities owned by the Halifax Regional Municipality with the Halifax Regional Municipality and, where applicable, the societies that manage those facilities.

18. Intellectual Property

- 18.1** The Host Society agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded (including images and data) provided by the Parties to the Host Society will remain the sole property of the respective Parties at all times.
- 18.2** In the event that the Host Society or its employees develop new intellectual property which has commercial value and for which the Host Society owns the rights, the Host Society:
- (a)** will sell the rights to the Council for one dollar (\$1) for use in future Canada Games; and
 - (b)** may sell the rights for any purpose not related to the Canada Games and include the proceeds in its revenues prior to winding up.

19. Travel to and from Nova Scotia and within Nova Scotia

- 19.1** The Council has the lead responsibility for all arrangements related to travel of out of province participants, Mission Staff, Technical Officials, Medical and Paramedical personnel, Technical Representatives and Sport Information Officers, to and from Nova Scotia. The Council and Canada will enter into a bilateral agreement specifying terms and conditions related to these costs being fully funded by Canada.
- 19.2** Nova Scotia (the Host Province) is responsible for travel of in province participants, Mission Staff, Technical Officials, Medical and Paramedical personnel, Technical



Representatives and Sport Information Officers, to and from the Halifax Regional Municipality.

PROTOCOL and ACCREDITATION

20. Opening and Closing Ceremonies

- 20.1** The Host Society will comply with the Council's protocol for Opening, Closing and Medal Presentation Ceremonies, attached as Appendices E, F, and G.
- 20.2** The Host Society will consult with each Funding Party regarding the detailed scripts for the speakers at Opening and Closing Ceremonies, in accordance with the Council's protocol.

21. V.I.P. Policy

- 21.1** The Host Society will comply with the Council's V.I.P. Policy, attached as Appendix H, which details the categories, accreditation and benefits to be provided to Canada Games' V.I.P.s.

GOVERNMENT CONTRIBUTIONS

22. Capital Contributions

- 22.1** Canada will make cash contributions of three million dollars (\$3 million) to the Host Society, to be spent on Capital Costs incurred by the Host Society in accordance with this Agreement.
- 22.2** Nova Scotia will make cash contributions of three million dollars (\$3 million) to the Host Society, to be spent on Capital Costs incurred by the Host Society in accordance with this Agreement.
- 22.3** The Halifax Regional Municipality will make contributions of three million dollars (\$3 million) to the Host Society, to be spent on Capital Costs incurred by the Host Society in accordance with this Agreement; two million dollars (\$2 million) will be in the form of cash and one million dollars (\$1 million) will be in the form of Value-in-Kind (VIK).). The Value-in-Kind detail will be agreed to by the Host Society in advance and will be tracked by the Halifax Regional Municipality.
- 22.4** The Halifax Regional Municipality will make further contributions of three million, eight hundred and fifty thousand dollars (\$ 3,850,000) in support of capital costs for the construction or upgrade of facilities required for the 2011 Canada Winter Games. These construction upgrades will be based on consultation and with prior agreement with the Host Society.



- 22.5** The value of land or the value of donated time will not be considered as equivalent of cash.
- 22.6** Canada, Nova Scotia and The Halifax Regional Municipality agree that if one of them were to augment its capital contribution the others would be under no obligation to do the same.

23. Operating Contributions

- 23.1** Canada and Nova Scotia and will each make contributions towards the Host Society's budget for operating expenses, as follows:

Canada	Nova Scotia	Total
\$ 8,120,000	\$ 8,120,000	\$ 16,240,000

- 23.2** All of the contributions from Canada and Nova Scotia towards Operating Costs, as referenced in section 23.1, will be in the form of cash.
- 23.3** The Halifax Regional Municipality will make contributions of two million dollars (\$2 million) towards Operating Costs in the form of Value-in-Kind (VIK). This Value-in-Kind detail will be agreed to by the Host Society in advance and will be tracked by the Halifax Regional Municipality.
- 23.4** Canada, Nova Scotia and the Halifax Regional Municipality agree that if one of them were to further augment its operating contributions the other would be under no obligation to do the same.

24. Other Government Contributions

- 24.1** The Parties agree that the Host Society may solicit funding for the 2011 Canada Winter Games through grants or contributions and support from other federal, provincial and municipal government departments and agencies to supplement the funding referenced in sections 22 and 23 of this Agreement, and the Host Society will inform Canada, Nova Scotia, the Halifax Regional Municipality and the Council of its efforts to obtain such funding, in accordance with reporting mechanisms outlined in their respective bilateral agreements.

FINANCIAL CONDITIONS

25. General

- 25.1** Canada will be providing its contributions to the 2011 Canada Winter Games as committed to herein under its program known as the "Sport Canada Hosting Program (Canada Games)", in accordance with the terms and conditions of this Program. Canada will require a bilateral contribution agreement to supplement this Agreement.



- 25.2** Nova Scotia may require bilateral contribution agreements to supplement this Agreement, specifying multi-annual payment schedules and other terms and conditions.
- 25.3** The Halifax Regional Municipality may require bilateral contribution agreements to supplement this Agreement, specifying multi-annual payment schedules and other terms and conditions.
- 25.4** Bilateral contribution agreements and any other agreements developed for the 2011 Canada Winter Games between Canada, Nova Scotia, the Halifax Regional Municipality and the Host Society must be consistent with this Agreement.
- 25.5** Any transfer of funds between the Capital Fund and the Operating Fund must be approved in advance by Canada and the Council; Nova Scotia and the Halifax Regional Municipality must be notified should such a change take place

26. Appropriation of Funds

- 26.1** The payment of money by Canada pursuant to this Agreement is subject to the appropriation of necessary funds by Canada in accordance with the provisions of *The Financial Administration Act* (Canada).
- 26.2** Nova Scotia's contributions (Capital and Operating) to the Host Society provided in this Agreement are subject to the appropriation of necessary funds by the Provincial legislature for the fiscal year in which any payment is to be made under this Agreement in accordance with the *Provincial Finance Act* (Nova Scotia).
- 26.3** The Halifax Regional Municipality's contributions (Capital and Operating) to the Host Society provided in this Agreement are subject to the annual approval of necessary funds by the Regional Council in accordance with the Municipal Government Act, S.N.S. 1998, c. 18, or its successor legislation.

27. Audits

- 27.1** The Host Society will provide its annual audited financial statements to Canada, Nova Scotia, the Halifax Regional Municipality and the Council within 120 days of the end of the Host Society's fiscal year, starting with the fiscal year ended March 31, 2008.
- 27.2** On or before March 31, 2012, the Host Society will submit to each Funding Party and the Council, a set of duly signed and approved consolidated audited financial statements covering the entire period of the Host Society's operations.
- 27.3** A signed final consolidated audited financial statement which has been approved by the Host Society' Board of Directors must be submitted to each Funding Party and the



Council as one of the conditions for final payments under their respective contribution agreements.

28. Accounting Principles and Accounting Records

- 28.1** The Host Society will follow generally accepted accounting principles as established by the Canadian Institute of Chartered Accountants in determining whether an expenditure is on account of Capital Costs or Operating Expenses.
- 28.2** The Host Society will use the Council's financial template described in the 2011 Bid Procedures and Hosting Requirements document issued by the Council on October 20, 2006 and used in the Bid Book, which provides clear segregation between the Capital Fund and the Operating Fund.
- 28.3** The Host Society will make its audited financial statements, financial accounts and records available for examination or audit by Canada, Nova Scotia, the Halifax Regional Municipality and the Council, or their authorized agents, at all reasonable times until it is wound up and will furnish them or their authorized agents with any information they may require in connection with such accounts and records and will provide proper facilities for such examination or audit without charge.

29. Evaluations

- 29.1** The Host Society agrees to provide to the Parties all environmental, economic and social impact studies, operational audits and reviews, and evaluation studies on the programs and activities of the Host Society that are conducted by the Host Society or on the Host Society's behalf.
- 29.2** Canada will share, at no costs, the results of the Post-Games Economic Impact Study with the other Parties.
- 29.3** Acting reasonably, the Host Society will cooperate with and facilitate any evaluations or audits of the Games which may be conducted by a Party at the Party's discretion and cost.
- 29.4** Where possible and at the discretion of a Party acting reasonably, that Party's evaluation of the Games will be made available to the other Parties.

30. Deficit

- 30.1** At no time will the Host Society approve a budget which projects a Deficit.
- 30.2** Any deficit that may occur as a result of the hosting the 2011 Canada Winter Games will be the responsibility of the Halifax Regional Municipality. The Halifax Regional Municipality will have the necessary formal representation within the Host Society's risk assessment process related to the development of the budget and business plan and ongoing budget monitoring, which will include regular meetings between the finance staff



of the Host Society and the Halifax Regional Municipality. If the Host Society does not have its own process, the Halifax Regional Municipality may initiate such a process.

LEGACY

31. Asset Legacy Plan and Legacy Committee

- 31.1** The Parties agree on the need for an Asset Legacy Plan for the distribution of tangible assets owned by the Host Society as at the end of the Games, whether purchased or donated, and including without limitation all technical and electronic sport equipment, other movable sports equipment and materials, medical equipment and supplies, other movable property such as office furniture and computer equipment and software, together with any intellectual property or items involving intellectual property such as videos, pictures, software, etc., as well as any budgetary surplus.
- 31.2** The objective of the Asset Legacy Plan is to benefit amateur sport and the Canada Games Movement.
- 31.3** The Asset Legacy Plan must provide for the right of first refusal to sport organizations within the Province of Nova Scotia for sport equipment and materials.
- 31.4** The Asset Legacy Plan must provide for the right of first refusal to Host Societies for the 2013 and 2015 Canada Games for inventory and materials to be distributed.
- 31.5** The Host Society will establish a Legacy Committee not later than eighteen months before the Games and will invite Canada, Nova Scotia and the Halifax Regional Municipality and the Council to appoint one member of the Committee. The mandate of the Legacy Committee will be to oversee:
- (a) the development of the Asset Legacy Plan to be completed one year before the Games;
 - (b) the implementation of the Asset Legacy Plan within one year after the Games; and
 - (c) the development and implementation of the Financial Legacy, as referenced in section 32.

32. Financial Legacy

- 32.1** The budget of the Host Society will include a one million dollar (\$1 million) commitment for a Canada Games Legacy, helping to achieve the Council's objectives of broadening its focus from Games only, to Games and between Games activities in the Halifax region and beyond. This commitment for a Canada Games Legacy is not dependant on the Host Society incurring a surplus and reflects the terms of the bid submitted by the Halifax Regional Municipality and accepted by the Council.



- 32.2** The plan for distribution of the financial legacy including the Legacy as referenced in section 32.1, will reflect the principle that:
- (a)** eighty percent (80%) will be allocated to a 2011 Canada Winter Games Legacy Fund whose mandate will be to support amateur sport in Nova Scotia; and
 - (b)** twenty percent (20%) will be allocated to the Council for the benefit of the Canada Games movement.
- 32.3** The 2011 Canada Winter Games Legacy Fund will be managed by a not-for-profit organization to be determined by the Parties, in accordance with a contractual agreement between that organization and the Council.
- 32.4** The plan for distribution of the financial legacy will be determined by the Legacy Committee, as referenced in section 31.5.

IMPLEMENTATION OF AGREEMENT

33. Limitation of Liability, Indemnification and Insurance

- 33.1** Except as expressly set out in this Agreement or as otherwise agreed to in writing, Canada, Nova Scotia and the Halifax Regional Municipality assume no responsibility for any aspect of the organization, planning, management, staging or financing of the 2011 Canada Winter Games.
- 33.2** The Host Society will save harmless and indemnify Canada, Nova Scotia, the Halifax Regional Municipality and the Council against any and all claims, liabilities, demands, damages, rights or causes of action, and expenses, including without limiting the generality of the foregoing, legal costs on a solicitor/client basis, made or asserted by any third party arising out of, or incidental to, this Agreement or the use and occupancy, in connection with the Games, of any lands, buildings, fixtures and facilities, unless Canada's, Nova Scotia's, the Halifax Regional Municipality's, or the Council's negligence, default or wilful misconduct gave rise to any such claim, liability, demand, right, action or cause of action.
- 33.3** The Host Society will, at its expense, obtain and maintain all appropriate insurance coverage including Directors' and Officers' liability and such other insurance as deemed necessary by its Finance and Administration Division (i.e. public liability insurance, motor vehicle public liability insurance and comprehensive general property insurance) until the day the Host Society is wound-up or such later period as may be specified in an insurance policy.
- 33.4** The amount of the coverage is to be phased-in commensurate with the risks involved, with public liability insurance of not less than ten million dollars (\$10,000,000).
- 33.5** The Host Society will provide, upon demand, evidence satisfactory to other Parties, of insurance coverage as described in section 33.3, as well as evidence of payment of insurance premiums.



33.6 Those Parties who are indemnified by the Host Society, as referenced in section 33.2, will be included as a named insured on insurance policies where applicable for the purposes of indemnification of that Party.

34. Dispute Resolution

34.1 The Parties will, acting reasonably and diligently, attempt to resolve all disputes arising out of or in connection with this Agreement, or in respect of any legal relationships associated with it or from it, by mediated negotiation with the assistance of a neutral person appointed by an arbitration centre to be agreed to by the Parties, administered under its mediation rules. The mediation will be held in Halifax, Nova Scotia.

34.2 Unresolved disputes may, on consent of the Parties to a dispute, be submitted to binding arbitration in accordance with the terms of an arbitration agreement between those Parties.

35 Default by the Host Society

35.1 The following constitute events of default by the Host Society:

- (a) a breach by the Host Society of a term or condition or commitment provided for in this Agreement;
- (b) the Host Society becomes bankrupt or insolvent or is placed in a receivership or takes benefit of any statute relating to bankrupt and insolvent debtors;
- (c) an order is made which is not being contested or appealed by the Host Society or a resolution, by the Board of Directors, is passed for the winding-up of the Host Society or if the Host Society is wound-up other than as contemplated by this Agreement; or
- (d) the Host Society has submitted false or misleading information to the Parties or intentionally made a false or misleading representation.

35.2 If an event of default occurs:

- (a) under Sections 35.1. (b) or 35.1. (c), a Party may send a written notice specifying the event of default and may require that the Host Society return to that Party all of its financial assistance paid to the Host Society that has not been expended or made subject to legally binding obligations to a third party;
- (b) on delivery of the notice under Section 35.2. (a), that Party is under no further obligation under this Agreement, and its rights under this Agreement terminate, but the provisions of Section 48.1. apply *mutatis mutandis*, to such termination;



- (c) subject to Section 35.3., under Sections 35.1. (a) or 35.1. (d), a Party, which suffers material injury or damage from the event of default may send a written notice specifying the event of default and may require that the Host Society return to that Party all of its financial assistance paid to the Host Society that has not been expended or made subject to legally binding obligations to a third party; and
- (d) subject to Section 35.3., on delivery of the notice under Section 35.1. (c), that Party is under no further obligation under this Agreement, and its rights under this Agreement terminate, but the provision under Section 48.1 apply, *mutatis mutandis*, to such termination.

35.3 A Party that proposes to act pursuant to section 35.2. (c) must give notice to the Host Society of the condition or event which constitutes an event of default. If the Host Society fails within 30 days or receipt of the notice, either to correct the condition or event complained of or to demonstrate to the satisfaction of that Party acting reasonably that the Host Society has taken steps to correct the condition, and in either case, has notified the contact person for the complaining Party of the correction, then that Party may deliver the notice under section 35.2. (c).

36. Cancellation, Withdrawal or Postponement

- 36.1** Subject to section 36.3, in the event that the Event is cancelled, withdrawn or postponed by the Council, a Party may, by providing written notice to the other Parties, terminate its obligation under this Agreement.
- 36.2** In the event that a Party acts under section 36.1, the Host Society will forthwith return to that Party all of its financial assistance paid to the Host Society that has not been expended or made subject to legally binding obligations to a third party unless otherwise agreed to in writing by that Party.
- 36.3** Section 36.1 will not apply unless any postponement by the Council is of material significance to the Party providing the written notice.

GENERAL PROVISIONS

37. Conflict of Interest

- 37.1** No Member of the House of Commons, of the Senate or the Legislative Assembly of Nova Scotia or its employees will be eligible to participate in this Agreement or to receive any benefit that may arise therefrom.
- 37.2** No current or former federal public office holder or public servant of the federal Government who is not in compliance with the *Values and Ethics Code for the Public Service* or the *Conflict of Interest and Post-employment Code for Public Office Holders* will derive a direct benefit from this Agreement.



- 37.3** No former Nova Scotia government public servant or public official who is not in compliance with the Members and Public Employees Disclosure Act will derive a direct or indirect benefit from this Agreement.
- 37.4** No current Nova Scotia government public servant or public official who is not in compliance with the Members and Public Employees Disclosure Act or the Code of Conduct for Civil Servants will derive a direct or indirect benefit from this Agreement.
- 37.5** No public servant who is on secondment from the federal government, provincial government or the Halifax Regional Municipality government will be deemed to be receiving a benefit from this Agreement if that person earns his or her salary working for the Host Society.
- 37.6** No current Halifax Regional Municipality employee or member of Council who is not in compliance with the Municipal Conflict of Interest Act, R.S.N.S. 1989, c. 299, Halifax Regional Municipality Administrative Order 40 “Illegal and Irregular Conduct Policy”, or Halifax Regional Municipality Administrative Order 41 “Ethical Conduct Policy” will derive a direct or indirect benefit from this Agreement.

38. Waiver

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

39. Entire Agreement

- 39.1** With the exception of the 1997 Clear Lake Resolution, this Agreement including the Appendices, and any amendments to them, constitute the entire agreement among the Parties with respect to the subject matter addressed herein. This Agreement takes precedence over, cancels, and replaces any other agreement, undertaking, contract, quasi-contract or obligation that may have been concluded or may exist among the Parties with respect to the issues addressed herein.
- 39.2** In the event of any inconsistencies between this Agreement and other agreements entered into pursuant to this Agreement, this Agreement prevails between the Parties to the extent of the inconsistency.
- 39.3** The Parties acknowledge that the Council and the Host Society have entered into, or will enter into, a Hosting Agreement dealing with other matters related to the organization, planning and staging of the 2011 Canada Winter Games

40. Notice



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

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

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

41. Amendments

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

42. Execution

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

43. Interpretation

43.1 This Agreement will be governed by, and construed in accordance with the laws in force in Nova Scotia.

44. Freedom of Information and Confidentiality

44.1 The Parties acknowledge that all documents and other records related to the 2011 Canada Winter Games in the custody or under the control of Canada, Nova Scotia or the Halifax Regional Municipality, will be administered in accordance with the applicable legislation related to access to information and the protection of the privacy, including, as amended from time to time:

- (a) *Access to Information Act*, R.S. 1985, c. A-1 and *Privacy Act*, R.S. 1985, c. P-21;
- (b) *Freedom of Information and Protection of Privacy Act*, S.N.S. 1993, c. 5; and
- (b) *Municipal Government Act*, S.N.S. 1998, c. 18 (Part XX - Freedom of Information and Protection of Privacy).



44.2 The Parties agree to advise each other when requests for information are received, using the 2011 Canada Winter Games Coordination Committee as the mechanism where practical.

44.3 The Parties agree that information obtained during the course of this Agreement relating to property transactions (including, but not limited to, facility rental agreements), personnel matters, contract negotiations, or litigation or potential litigation is confidential and will not be disclosed, except as required by law, without the consent of the concerned Party.

45. Compliance with Applicable Laws

45.1 The Host Society agrees to comply with all applicable federal, provincial and local laws, regulations and bylaws. All work necessary for the organization of the Games will be expected to fully comply with federal legislation (including legislation that implements international treaties) regarding planning, construction and protection of the environment. These include the Canadian Environmental Protection Act, the Fisheries Act, and the Canadian Environmental Assessment Act. In addition, the Host Society undertakes to obtain all necessary licenses, permits, consents and approvals that may be required by law to carry out its activities. Furthermore, the Host Society agrees to comply with the provisions of its By-laws, any other corporate governance document subscribed by the Host Society or any resolution of the Host Society; and any judgment, decree, order or award of any court, regulatory authority or arbitrator made in respect of the Host Society.

46. Agreement not a Partnership

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

46.2 It is acknowledged that the Host Society is not an agent of any other Party and that none of the Parties is an agent of the Host Society.

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

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

47. Severability

47.1 If any provision of this Agreement is determined to be invalid or unenforceable by an arbitrator or a court of competent jurisdiction from which no further appeal lies or is taken,



that provision will be deemed to be severed here from and the remaining provisions of this Agreement will not be affected thereby and will remain valid and enforceable; provided that in the event that any portion of this Agreement will have been so determined to be or become invalid or unenforceable (the “offending portion”), the Parties will negotiate in good faith such changes to this Agreement as will best preserve for the Parties the benefits and obligations of such offending portion.

48. Termination

- 48.1** This Agreement will terminate on the later of September 30, 2012, or the completion of all obligations of the Parties under this Agreement, unless otherwise agreed by all the Parties.

49. Survival

- 49.1** Notwithstanding any termination of this Agreement, sections 27, 33 and 44 will survive in accordance with their provisions, as well as any other section or provision which, by its nature, would normally survive any such termination.

50. Counterparts

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



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

SIGNED ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF CANADA:

The Minister of Canadian Heritage and Status of Women and Minister for La Francophonie

Witness

Date

Witness

Date



SIGNED ON BEHALF OF HER MAJESY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA:

Minister of Health Promotion and Protection

Witness Date

SIGNED ON BEHALF OF THE HALIFAX REGIONAL MUNICIPALITY

Mayor

Witness Date

Municipal Clerk

Witness

Date

**SIGNED ON BEHALF OF THE 2011 CANADA GAMES HOST SOCIETY INC./
SOCIÉTÉ HÔTESSE DES JEUX DU CANADA DE 2011,**

Chairman of the Board

Witness

Date

Chief Executive Officer

Witness

Date

SIGNED ON BEHALF OF THE CANADA GAMES COUNCIL:

Chairman

Witness

Date

President-CEO

Witness

Date



APPENDIX A

To the Multi-Party Agreement for the 2011 Canada Winter Games

CANADIAN POLICY AGAINST DOPING IN SPORT

I. INTRODUCTION

The CANADIAN POLICY AGAINST DOPING IN SPORT is grounded in the fundamental commitment to safeguard the integrity and values of sport and to protect the health of individuals from the unethical practice of doping.

The CANADIAN POLICY AGAINST DOPING IN SPORT (2004) replaces all previous anti-doping policies, notably the Canadian Policy on Doping in Sport (2000) and the Canadian Policy Against Doping in Sport (1991).

Provincial and Territorial governments commit to participating with the federal government in the further development of national anti-doping policies, strategies and programs involving both orders of government.

II. PREAMBLE

Spirit of Sport -- Sport is fun. Sport pervades the lives of Canadians. Sport builds strong individuals and vibrant communities. Sport contributes to individual physical, social and character development. Sport contributes to a healthy lifestyle and helps prevent disease and injury caused by inactivity. Sport is an important part of Canadian culture. Doping is contrary to the spirit of sport.

Public Interest

Doping-free sport is a matter of public interest. The CANADIAN POLICY AGAINST DOPING IN SPORT is consistent with the spirit of the Physical Activity and Sport Act, R.S.C. 2003, c. 2, and the Canadian Sport Policy (May 24, 2002). It applies not only to Athletes, but also to Athlete



Support Personnel such as coaches, doctors and other support staff, and to National Sport Organizations. Governments, Sport Organizations and other bodies have separate but complementary responsibilities for the common goal of eliminating doping in sport. Everyone must play an active role in order to protect the interests of sport and the integrity of individuals, especially young people. Anti-doping efforts require transparency, openness to scrutiny and public accountability in order to achieve public confidence, subject only to the need to protect the privacy of individuals who are subject to the CANADIAN POLICY AGAINST DOPING IN SPORT.

Global Approach

Comprehensive Approach Doping in sport is due to a combination of individual, cultural and societal factors. Prohibited substances or Prohibited Methods, which are harmful to the individual, are not restricted to sport and other physical activities, and do not exist in isolation of general societal trends, issues and values. The fight against doping in sport requires a comprehensive approach involving education, prevention, rehabilitation and reintegration, international collaboration, detection and deterrence, and research by Governments and by the Canadian sport community. Measures to control the Use of Prohibited Substances and Prohibited Methods, as well as Testing and sanctioning, must be undertaken. Equally important, the positive values of sport and athletic achievement attained through fair and healthy means must be promoted among those who participate in sport or otherwise support the Canadian sport system.

The CANADIAN POLICY AGAINST DOPING IN SPORT provides the basis for the Canadian Anti-Doping Program – which consists of General Principles and Rules and Standards – for Canadian Sport Organizations, their affiliated members and their Participants who are responsible for implementing it, and is intended to be the basis for any related or complementary policies of Governments.

International Harmonization

The CANADIAN POLICY AGAINST DOPING IN SPORT commits to the implementation of the mandatory and other portions of the World Anti-Doping Program, including the World Anti-Doping Code, the mandatory International Standards and the Models of Best Practice. The POLICY further recognizes the role of the World Anti-Doping Agency in setting global standards and coordinating anti-doping world-wide. The mandatory International Standards and Models of Best Practice address, among other things, the Prohibited List, doping control, doping violations and consequences, and appeals, and are situated in the Rules and Standards of the Canadian Anti-Doping Program.

III. DOPING

Doping involves Prohibited Substances or Prohibited Methods that are designed to enhance sporting performance, pose a real or potential risk to the health and integrity of Athletes and/or are unethical.



IV. PURPOSE

The purposes of the CANADIAN POLICY AGAINST DOPING IN SPORT are:

- To promote doping-free sport in Canada and for Canadians, especially for the protection of Athletes and Athlete Support Personnel, thereby encouraging fair and healthy sport.
- To ensure harmonized, coordinated and effective anti-doping measures at the national and international level.
- To respect the rights of individuals and organizations through appropriate fair procedures for, and means to oversee, doping control, determinations of anti-doping rule violations and their consequences, and other decisions made in the interests of doping-free sport.

V. ROLES AND RESPONSIBILITIES

Individuals

- Athletes, Athlete Support Personnel and other Participants in sport shall support, apply and meet the requirements of the CANADIAN POLICY AGAINST DOPING IN SPORT and the Canadian Anti-Doping Program.

National Sport Organizations

- National Sport Organizations must adopt the CANADIAN POLICY AGAINST DOPING IN SPORT as a condition of receipt of federal government funding. They shall respect the designated authority of the CCES on all anti-doping matters.
- National Sport Organizations, and by extension, their affiliated Provincial Sport Organizations, are further obligated to implement anti-doping measures to the extent required by their respective international Sport Organizations.

Multi-Sport/Multi-Service/Major Games Organizations

- Multi-Sport/Multi-Service/Major Games Organizations (MSOs) – who provide a wide range of services and/or programs to the Canadian sport community – must adopt the CANADIAN POLICY AGAINST DOPING IN SPORT as a condition of receipt of federal government funding. They shall respect the designated authority of the CCES on all anti-doping matters.

Federal Government



- The federal government shall, in consultation with the CCES, other government departments, provincial/territorial governments, and Sport Organizations, coordinate the development of inter-governmental policy relating to doping-free sport.
- The federal government shall ensure that related and complementary policies for sport that it introduces complement the CANADIAN POLICY AGAINST DOPING IN SPORT.
- The federal government shall require the Sport Organizations within its jurisdiction to comply with the CANADIAN POLICY AGAINST DOPING IN SPORT and the Canadian Anti-Doping Program as an essential condition of funding.
- The federal government shall have primary responsibility for international anti-doping advocacy and inter-governmental relations for doping-free sport, and for domestic inter-governmental liaison and co-ordination.
- The federal government shall coordinate inter-governmental and federal inter-departmental collaboration on such matters as legislation affecting the supply and distribution of banned drugs and other substances, nutriceuticals and other matters relevant to doping-free sport.
- The federal government shall be a primary funder of the Canadian Anti-Doping Program and of its execution by the CCES, which it designates and recognizes as having the appropriate authority.

Provincial/Territorial Governments

- As part of the CANADIAN POLICY AGAINST DOPING IN SPORT, provincial/territorial governments shall be responsible for education, public awareness and training activities.
- Provincial/territorial governments shall encourage the Sport Organizations within their jurisdiction to comply with the CANADIAN POLICY AGAINST DOPING IN SPORT and assist with the implementation of the Canadian Anti-Doping Program.
- With the assistance of resources developed by the CCES, provincial/territorial governments shall ensure that Canada Games-level Athletes are provided anti-doping education and that these Athletes are introduced to Doping Control.
- Provincial/territorial governments shall ensure that related and complementary policies that they introduce with respect to sport support the CANADIAN POLICY AGAINST DOPING IN SPORT.
- Provincial/territorial governments shall designate an official responsible for activities pertaining to doping-free sport and as a point of contact for the purposes of the



Canadian Anti-Doping Program.

The Canadian Centre for Ethics in Sport (CCES)

- The CCES shall be an independent, non-profit organization that promotes ethical conduct in all aspects of sport in Canada.
- With the cooperation and support of Sport Organizations and Governments, the CCES shall maintain and carry out the Canadian Anti-Doping Program.
- The CCES shall provide Doping Control and other services to Sport Organizations.
- The CCES shall ensure that the Canadian Anti-Doping Program is consistent with the World Anti-Doping Program and other international best practices.
- The CCES shall generate funding for the Canadian Anti-Doping Program beyond that provided from the federal government.
- The CCES shall conduct international advocacy for doping-free sport, including liaison and partnerships with other domestic and international organizations.
- The CCES shall co-ordinate the development and implementation of specific programs and projects in the areas of Doping Control, education, prevention, Participants' rights and research, and advise governments, as required. These programs and projects, relating to sports at the domestic level, must be approved by the governments concerned.

VI. APPLICATION

Application of the POLICY to Sport Organizations:

The application of the CANADIAN POLICY AGAINST DOPING IN SPORT to individuals is based on the contractual relationship which exists between Sport Organizations and their members or Participants through those individuals' agreement to participate in sport according to its rules. Sport Organizations committed to doping-free sport will adopt the POLICY and the General Principles and Rules and Standards of the Canadian Anti-Doping Program as part of their governing documents and thus as an important part of the rules of sport and the rights and obligations governing their members and Participants.

Application of the POLICY to Individuals:

The CANADIAN POLICY AGAINST DOPING IN SPORT applies to

- All individuals who are members of Sport Organizations adopting the POLICY,



- All individuals who are members of such bodies' affiliated members, clubs, teams, associations or leagues, and
- All individuals who participate in any capacity in any activity organized, held, convened or sanctioned by such bodies, regardless of where they reside or are situated.

Sport Organizations and individuals delegate to the Canadian Centre for Ethics in Sport (CCES) the authority and responsibility for administering the Canadian Anti-Doping Program.

COMING INTO FORCE AND REVISION

Coming into Force

The CANADIAN POLICY AGAINST DOPING IN SPORT and the Canadian Anti-Doping Program will come into full force and effect on June 1, 2004, subject to transitional provisions stipulated in the General Principles of the Canadian Anti-Doping Program. The POLICY and the Program shall replace all previous documents, including the Canadian Policy on Doping in Sport (2000) and the Canadian Policy Against Doping in Sport (1991).

VII. REVISION

In keeping with the Canadian Sport Policy, governments may revise the CANADIAN POLICY AGAINST DOPING IN SPORT in consultation with the CCES and the Canadian sport community.

VIII. IMPLEMENTATION / MONITORING

The implementation and monitoring of the CANADIAN POLICY AGAINST DOPING IN SPORT will be the responsibility of a joint committee of the Federal-Provincial/Territorial Sport Committee and the Canadian Centre for Ethics in Sport.

IX. INTERPRETATION

World Anti-Doping Code

The Code, including Commentary, is a source of interpretation of the CANADIAN POLICY AGAINST DOPING IN SPORT.

Language

The English and the French versions of the CANADIAN POLICY AGAINST DOPING IN SPORT are equally authoritative.

Italics



Terms set in italics are defined in the General Principles of the Canadian Anti-Doping Program.

APPENDIX B

To the Multi-Party Agreement for the 2011 Canada Winter Games

CANADA'S OFFICIAL LANGUAGES REQUIREMENTS

1. The Host Society agrees to comply with the following requirements and will ensure that:
 - (a) it actively recruits and involves the francophone communities of the Halifax Regional Municipality and Nova Scotia;
 - (b) a full-time languages services coordinator is hired as well as a full-time bilingual receptionist for the Games headquarters for a reasonable period prior to the Games;
 - (c) it has sufficient capacity in Canada's Official Languages, among its employees and volunteers, giving due recognition to the magnitude and complexity of the Games;
 - (d) all promotional and public information material provided by the Host Society and intended for the general public prior to, during and after the Games will be made available simultaneously in both official languages; including media news releases, advertising, exhibits and displays, pamphlets and booklets, songs, mascots' names, slogans, logos films, and other audio-visual productions, souvenirs and memorabilia;
 - (e) all information on the Host Society official internet website is available in both official languages;
 - (f) advertisements are released concurrently in English and French with either the French advertisement appearing in local/provincial minority language print or electronic media, or if minority language media services are not available, the advertisements will appear in the English media in both English and French;
 - (g) official Games programs, identification passes and tickets will be bilingual;
 - (h) signs relating to the Games, including the signs of Canada, the Province, the Halifax Regional Municipality and of the corporate sponsors and official suppliers of the Games, which are installed for the purposes of the Games period by the Host Society or authorized by the Host Society to be installed at all Games sites



including the athletes' village, all athletes' areas at venues, stadiums, the media centre and the Games headquarters will be bilingual;

- (i) written material giving administrative information for athletes, coaches, technical officials or other delegation members (handbooks, manuals, schedules, instructional guides, etc.) will be available simultaneously in both official languages;
- (j) background information provided by the Host Society for media use prior to, during and after the Games, including event results, will be made available simultaneously in both official languages;
- (k) Opening and Closing ceremonies will be in both official languages and the national anthem will be sung in its bilingual version; the program will include participants and events which represent both official language groups;
- (l) all public address announcements related to the Games and more specifically at the Games venues will be in both official languages;
- (m) services provided by the Host Society for athletes, coaches, technical officials and other delegation members will be available in both official languages; in particular, security, emergency and medical services will be made available to them in both official languages on a 24-hour basis, and to the general public in both official languages during operational hours of the Games. Where these services are not provided directly by the Host Society, the Host Society shall, to the extent reasonably possible, ensure the service provider maintains this level of standard;
- (n) each location owned or operated by the Host Society that is used for selling tickets, providing information or selling merchandise and souvenirs to the public before, during or after the Games period will be staffed so that service can be provided in both official languages to meet demand, and signs, badges or pins will clearly identify which people can communicate in both official languages; for greater certainty it is understood that where tickets, information or other services are provided from booths or wickets, there must be a minimum of one per location which can function in both official languages at a reasonable standard and each booth or wicket must be clearly identified; non-Host Society retailers will be aided in providing customer service in both Official Languages through the provision by the Host Society of shared access to bilingual staff via electronic and other means; and
- (o) any cultural festivals, events or displays occurring before, during or after the Games and sponsored or promoted as part of the Games will include both English and French elements.



APPENDIX C

To the Multi-Party Agreement for the 2011 Canada Winter Games

FEDERAL GOVERNMENT POLICY ON TOBACCO SPONSORSHIP OF NATIONAL SPORT ORGANIZATIONS

PRINCIPLES

Corporate sponsorship of national sporting events and programs through national organizations is an important component of the funding structure of amateur sport throughout Canada. The federal government has continuously supported and encouraged national sport organizations in their efforts to secure such sponsorship.

As a general principle, national sport organizations retain the responsibility for obtaining, controlling and managing sponsorships for their sport. At the same time, they accept the responsibility for protecting the integrity of their own sport and amateur sport generally, when accepting corporate sponsorships. The nature of the sponsor and the sponsor's product should be consistent with the overall objectives of amateur sport.

In acknowledging the traditional independence of the national sport organizations, one must also be mindful that the responsibility for the development and funding of national amateur sport in Canada is a joint undertaking involving national sport organizations, the corporate sector and the federal government. The federal government, as a major funding partner, on behalf of the Canada public, cannot participate with a national sport organization and a corporate sponsor which in any way jeopardizes the image of sport or is contrary to the objectives of the federal government for fitness and amateur sport.

With respect to the sponsorship of sport by the tobacco industry, the federal government takes the position that the sponsorship of amateur sport should not be used as a vehicle for promoting a product which is a major health risk for Canadian youth and the population in general.

THE POLICY

In light of the conclusive evidence identifying smoking as a major health hazard with no redeeming health aspect, the federal government has developed a policy designed to discourage, in the strongest possible terms, the sponsorship of amateur sport by the tobacco industry.



Therefore, effective immediately, all national amateur sport bodies funded in part by the federal government will be required to desist from associating in any new or renewed sponsorship arrangements with the tobacco products industry. The federal government will withhold all funds from national amateur sport organizations associating in any sponsorship, promotional or other financial support arrangements (e.g. advertising) with the tobacco products industry for events or programs predominantly involving amateur athletes.

Where a sponsorship contract currently exists between a national sport organization and a tobacco company, the contract will be allowed to continue until its existing maturity date. The federal government will however, withhold all funds from any sport organization choosing to renew, extend or otherwise continue the contract after the existing maturity date.

CONCLUSION

It is not the intent of the federal government to place further restrictions on corporate sponsorship within national sport organizations. Rather, it is the intent to encourage such sponsorship for the mutual best interests of all concerned.



APPENDIX D

To the Multi-Party Agreement for the 2011 Canada Winter Games

Funding Party Visibility Requirements

	Pre-Games	During Games
A Wordmark Placement	<ul style="list-style-type: none"> On all print materials, such as posters, tickets, all publications On all print advertisements; On all television advertisements; On all displays and banners On all internal and external newsletters; On official 2011 Canada Winter Games web-site <p>The size and location of the Wordmark should reflect the Funding Party contribution</p>	<ul style="list-style-type: none"> Venue signage: a minimum of 1 visible by camera for the television audience and 1 spectator view Wordmark in the competition venues; On all print materials produced for distribution during the 2011 Canada Winter Games (ie. programmes, guides etc)
Print Materials	<p>In addition to Wordmark placement, all major promotional print publications produced for the pre-2011 Canada Winter Games period should contain the following:</p> <ul style="list-style-type: none"> Message from the Prime Minister, or Minister or Secretary of State; Message from the Premier of Nova Scotia or Minister of Health Promotion and Protection; Message from the Mayor of the Halifax Regional Municipality Ad placement of Sport Canada or other Government of Canada Departments or Agencies, and comparable ad space for Nova Scotia and the Halifax Regional 	<p>In addition to Wordmark placement, all major print materials produced for the period, (i.e official 2011 Canada Winter Games program, spectators' guide, and information guides for athletes officials and technicians) should contain the same opportunities for messages and ads as in the pre-Games period.</p>



	Municipality	
Banners	<ul style="list-style-type: none"> Strategically placed banners with Wordmark 	<ul style="list-style-type: none"> Strategically placed banners with Wordmark
Speaking Opportunities	<ul style="list-style-type: none"> Invitations to Funding Parties to be represented at all announcements and media events leading up to the 2011 Canada Winter Games 	<ul style="list-style-type: none"> Funding Party representation at all major announcements and media events during the 2011 Canada Winter Games including opening and closing ceremonies, receptions etc.
Advertising	<ul style="list-style-type: none"> Where the Host Society receives free space, free Funding Party ad placements should be provided in the 2011 Canada Winter Games supplements or special editions of such publications as local newspapers. 	<ul style="list-style-type: none"> Where the Host Society receives free space, free Funding Party ad placements should be provided in the 2011 Canada Winter Games supplements or special editions of such publications as local newspaper.
Distribution of Promotional Products		<ul style="list-style-type: none"> Host Society should assist with the distribution of Funding Party promotional products if needed.
Other	<ul style="list-style-type: none"> Funding Party quotes in all news releases where possible; Link to Sport Canada Nova Scotia and Halifax Regional Municipality websites; and information on Funding Party contributions to the 2011 Canada Winter Games on the Host Society website 	<ul style="list-style-type: none"> Funding Party quotes in news releases where possible; Daily on-site PA announcements per session Funding Party presence at all medal ceremonies, where possible

APPENDIX E

To the Multi-Party Agreement for the 2011 Canada Winter Games

OPENING CEREMONY POLICY

I. PREAMBLE

The Canada Games are one of Canada's largest and most prestigious multi-sport Games and a prime means to increase the quality and numbers of the next generation of national team athletes participating in international competitions.

The Games have built a proud history, and in order to protect and build the brand equity in the Canada Games and the Canada Games Movement, specific protocol and requirements with respect to the Opening Ceremony have been created. This ensures the consistent use of the Canada Games corporate identity and production standards which have been in place over many Games, while also recognizing the needs of broadcast partners.

II. POLICY STATEMENT

The Canada Games Council will ensure that established protocol for the Opening Ceremony is respected and implemented by each Host Society.

III. COUNCIL'S ROLE IN IMPLEMENTATION OF OPENING CEREMONY POLICY AND PROCEDURES

The Council's role is to facilitate the ongoing transfer of knowledge for Opening Ceremony and it will:

- Provide staff guidance to the Host Society on matters pertaining to the Opening Ceremony policy and procedures;
- be a member of the Ceremonies Production Committee and the creative committee;
- provide the 'Look Out World' song for Opening Ceremony;
- provide the Canada Games flag, torch and cauldron;
- approve the Opening Ceremony script;
- facilitate the process for speeches, as needed by the Host Society;
- approve the list of VIP Platform dignitaries;
- lead the coordination of a Broadcast Production Committee (different from the Ceremonies Production Committee mentioned above) to include all broadcasters and relevant representation of the individual responsible from the Host Society for the Opening Ceremony; and
- approve exceptions to this policy and these procedures.



IV. PROCEDURES

While standard protocol is provided for the Opening Ceremony by the Council, the Host Society is responsible for developing its own theme and entertainment for the Opening Ceremony event.

In planning the ceremony, do not overlook the following key elements:

- Bilingualism – while the Opening Ceremony needs to be completely bilingual, there is no need for every part to be repeated in both languages. Rather, the script should have a good balance of French and English to ensure the bilingual nature of the Ceremony. A minimum of 40% of the Ceremony should be in each official language;
- Access for athletes with a disability;
- The implications that a national level broadcaster can bring to the production – a separate Broadcast Production Committee will be coordinated by the Canada Games Council and will include a representative from the Ceremonies and Protocol division; and
- If necessary, the inclusion and meaningful participation of any special groups (e.g. Aboriginals, and/or other groups specific to a community).

a) Provincial and Territorial Sport Ministers (Ministers' platform/seats)

A platform behind or beside the VIP platform is set for the provincial and territorial Sport Ministers. Depending on the set-up of the arena or stadium, P/T Sport Ministers might also be seated in a VIP seating area in the stands. Ministers enter before the ceremony begins and are introduced when their respective team enters the arena/stadium during the Parade of Teams. As much as possible, spouses/partners of the provincial and territorial Sport Ministers are to be seated beside them.

b) Arrival of VIPs (VIP platform/seats):

A parade of the VIPs precedes the beginning of the Opening Ceremony. A formal introduction of VIP platform guests is done following established protocol of the Government of Canada. The VIP platform includes: the Prime Minister, the Lieutenant Governor, the Host Provincial/Territorial Premier, Federal Sport Minister, Host Provincial/Territorial Minister of Sport, Chair of the Board of the Canada Games Council, President and CEO of the Canada Games Council, Mayor of Host Municipality, President of the Host Society, and CEO/COO of the Host Society. Spouses/partners of the VIP guests are also seated on the platform.

c) Parade of Teams:

Athletes enter the arena/stadium starting with the host of the previous Games of the same season (i.e. winter or summer). The Host Province/Territory enters last. Other teams enter in alphabetical order (in the preferred language of the Host Society). Provincial/Territorial Ministers of Sport are introduced when their respective team enters the arena/stadium. All athletes must march in front of the VIP platform, unless the CGC



expressly approves an alternative parade for exceptional reasons (e.g. depending on the lay-out of the site or length of the parade).

To allow athletes to also enjoy the ceremony, they must enter the stadium/arena before any entertainment or any further ceremonial elements take place. They also must be provided a comfortable seat. All teams must parade for the same distance.

With respect to the staging of athletes prior to the ceremony, staging should not exceed 30 minutes. Athletes should be protected from possible weather conditions (sun, rain, snow, wind, etc). Water, bathrooms, and first aid must be available.

d) Singing of National Anthem:

The traditional bilingual version of the National Anthem is to be played. The National Anthem must be played so that the athletes, artists, coaches, officials, and spectators can sing along with the performer(s).

e) Entrance of Canada Games Flag:

Six athletes from the winning Province/Territory at the last Games (of the same season) parade by the VIP seats, holding the flag over their heads, and carry it to the flagpole to be raised.

The song “Look out World” (the version with the words) is played during this segment.

f) Canada Games Oaths

A male and a female athlete from the Host Province/Territory recite the Athletes’ Oath (one in French and the other in English).

A male and female coach from the Host Province/Territory recite the Coaches’ Oath (one in French and the other in English).

A male and female official from the Host Province/Territory recite the Officials’ Oath (one in French and the other in English).

The Host Society makes the selection of the athletes, coaches and officials that will recite the oaths, based on the advice of the Host Chef de Mission and host sport organizing committees. Please refer to Appendix II for the Canada Games Oaths.

g) Lighting of the Flame (cauldron):

The Roly McLenahan Torch enters the arena/stadium carried by a Host Society designated individual(s) who will make a complete circuit of the venue and raise it in salute in front of the VIP platform/seats. The last individual to receive the torch will then proceed with the torch to the flame (cauldron) to light it. A short narrative about the Torch



is provided and must be read by the Master of Ceremony. Please refer to Appendix III for information on the Roly McLaren Torch and Canada Games Cauldron.

h) Official Opening of the Games:

The Prime Minister or highest ranking Federal official present will declare the Games officially open.

i) Speeches

Speakers at the Opening Ceremony will include (in the following order of precedence):

- The Chair of the Canada Games Council;
- the Prime Minister or Federal government designate;
- the Premier of the Host Province/Territory;
- the Mayor of the Host Municipality; and
- the President of the Host Society.

The Prime Minister or Federal government designate is given a maximum of 3 minutes. All other speakers are given a maximum of 1.5 minutes.

Speaking points are to be provided to the various speakers by the Host Society in order to limit the duplication of messaging. The CGC will help facilitate this process as needed by the Host Society. No more than five speakers are to speak at the Opening Ceremony, unless otherwise approved by the CGC. The time constraint for each speaker needs to be enforced and respected in order for the Games to be athlete-centered and in respect of the broadcast of the event. Speakers will be provided with a signal 30 seconds before the end of their speech time. Should the speakers go over their allotted time, the producer may cut the audio feed.

Traditionally, speeches are interspersed with song, dance, and/or other entertainment.

V. TIMING

Each of these protocols has a specific timing and sequence. The timing of each protocol (as outlined in Appendix I) should be followed closely in order to ensure consistency at each set of Games, and to meet national broadcast requirements.

OPENING CEREMONY POLICY **OUTLINE – OPENING CEREMONY**

Please note the timing noted below are approximations (with the exception of speeches) and may vary depending on the process followed.

Required elements:



	Activity	Timing
Pre-show	1- Entrance of P/T Ministers of Sport	3 minutes
	2- Entrance of VIPs	3 minutes
Show	1- Parade of teams	30 minutes
	2- Singing of national anthem	2 ½ minutes
	3- Chair of the Canada Games Council speech (<i>At the end of the speech, the Chair of the CGC introduces the Canada Games Flag and PM</i>)	1 ½ minutes
	4- Prime Minister or Federal government designate speech	3 minutes
	5- Entrance of Canada Games Flag	3 minutes
	6- Premier of the Host Province/Territory speech	1 ½ minute
	7- Canada Games Oaths	3 minutes
	8- Mayor of the Host municipality speech	1 ½ minute
	9- President of the Host Society speech	1 ½ minute
	10- Lighting of the Flame and official opening of the Games (<i>The PM or Federal government designate returns at this point to simply declare the Games opened</i>)	1 ½ minute
	Total time – required elements*	49 minutes
	<i>Maximum time left for entertainment</i>	41 minutes

**Please do not forget to take into consideration the time for the various introductions from the MC as well as the time for all speakers to get from their seats to the microphone.*

Minimum requirements in case of weather conditions:

- 1 – Singing of national anthem
- 2 – Entrance of Canada Games Flag
- 3 – Athletes' Oath
- 4 – Lighting of the flame and official opening of the Games

OPENING CEREMONY POLICY **CANADA GAMES OATHS**

ATHLETES' OATH / SERMENT DES ATHLÈTES

In the name of all competitors, I pledge that we will take part in these Games in the true spirit of fair play and sportsmanship, respecting and abiding by the rules that govern them, for the glory and integrity of sport and the honour of our teams.

Au nom de tous les concurrents et concurrentes, je m'engage à participer à ces Jeux avec un esprit véritablement sportif, à respecter les règles qui les régissent et à m'y soumettre, pour la gloire et l'intégrité du sport et l'honneur de nos équipes.

COACHES' OATH / SERMENT DES ENTRAÎNEURS



In the name of all coaches taking part in these Games, I pledge that we will coach in a manner respectful of the dignity of all athletes and carry out our tasks responsibly and with integrity.

Au nom de tous les entraîneurs qui participent à ces Jeux, je m'engage à mener mon entraînement de manière à respecter la dignité de tous les athlètes et à m'acquitter de mes tâches en faisant preuve d'intégrité et du sens de responsabilité.

OFFICIALS' OATH / SERMENT DES OFFICIELS

In the name of all officials, I pledge that we will take part in these Games in the true spirit of sportsmanship, understanding and interpreting the rules with complete impartiality for the glory of sport and the honour of fair play.

Au nom de tous les officiels, je m'engage à participer à ces Jeux dans un esprit véritablement sportif, en comprenant et en interprétant les règles avec impartialité pour la gloire du sport et l'honneur de l'esprit sportif.

OPENING CEREMONY POLICY **ROLY MCLENAHAN TORCH AND CANADA GAMES CAULDRON**

The Roly McLaren Torch:

The Roly McLaren Torch is the Canada Games official hand-held torch and is used during the Opening and Closing Ceremony. The bronze and leather torch was presented to the Canada Games Council by the Interprovincial Sport and Recreation Council (ISRC) in memory of Roly McLaren, one of the original Provincial Sport Directors responsible for the launching of the first Canada Winter Games in 1967. Roly McLaren passed away just before the 1985 Canada Games in Saint John.

The McLaren Torch is permanently housed at the Canada Games Council headquarters in the Nation's Capital and is used during special pre-Games promotions and during the Games in the Official Ceremonies.

The symbolic passing of organizational responsibility from one host to another takes place during the Closing Ceremony. The current Host Society President will pass the Roly McLaren Torch to the Chair of the Canada Games Council who in turn will present it to the President of the incoming Games' Host Society.

The Canada Games Flame (cauldron):

Originally donated by Alcan Canada for the 1983 Saguenay-Lac-St-Jean Canada Games, the Canada Games Flame burns during the entire period of the Games. The Flame (cauldron) comes in three large crate boxes and is shipped and maintained by successive Host Societies.



APPENDIX F

To the Multi-Party Agreement for the 2011 Canada Winter Games

CLOSING CEREMONY POLICY

I. PREAMBLE

The Canada Games are one of Canada's largest and most prestigious multi-sport Games and a prime means to increase the quality and numbers of the next generation of national team athletes participating in international competitions.

The Games have built a proud history, and in order to protect and build the brand equity in the Canada Games and the Canada Games Movement, specific protocol and requirements with respect to the Closing Ceremony have been created. This ensures the consistent use of the Canada Games corporate identity and production standards which have been in place over many Games, while also recognizing the needs of broadcast partners.

II. POLICY STATEMENT

The Canada Games Council will ensure that established protocol for the Closing Ceremony is respected and implemented by each Host Society.

III. COUNCIL'S ROLE IN IMPLEMENTATION OF CLOSING CEREMONY POLICY AND PROCEDURES

The Council's role is to facilitate the ongoing transfer of knowledge for Closing Ceremony and it will:

- Provide staff guidance to the Host Society on matters pertaining to the Closing Ceremony policy and procedures;
- be a member of the Ceremonies Production Committee and the creative committee;
- provide the 'Look Out World' song for Closing Ceremony;
- provide Canada Games flag, torch and cauldron;
- provide the Canada Games awards for the event;
- approve the Closing Ceremony script;
- facilitate the process for speeches, as needed by the Host Society;
- approve the list of VIP Platform dignitaries;
- lead the coordination of a Broadcast Production Committee (different from the Ceremonies Production Committee mentioned above) to include all broadcasters and



- relevant representation of the individuals responsible from the Host Society for the Closing Ceremony; and
- approve exceptions to this policy and these procedures.

IV. PROCEDURES

While standard protocol is provided for the Closing Ceremony by the Council, the Host Society is responsible for developing its own theme and entertainment for the Closing Ceremony event.

In planning the ceremony, do not overlook the following key elements:

- Bilingualism – while the Closing Ceremony needs to be completely bilingual, there is no need for every part to be repeated in both languages. Rather, the script should have a good balance of French and English to ensure the bilingual nature of the Ceremony. A minimum of 40% of the Ceremony should be in each official language;
- Access for athletes with a disability;
- The implications that a national level broadcaster can bring to the production – a separate Broadcast Production Committee will be coordinated by the Canada Games Council and will include a representative from the Ceremonies and Protocol division; and
- If necessary, the inclusion and meaningful participation of any special groups (e.g. Aboriginals, and/or other groups specific to a community).

a) **Provincial and Territorial Sport Ministers (Ministers' platform/seats)**

A platform behind or beside the VIP platform is set for the provincial and territorial Sport Ministers. Depending on the set-up of the arena or stadium, P/T Sport Ministers might also be seated in a VIP seating area in the stands. Ministers enter before the ceremony begins and are introduced when their respective team enters the arena/stadium during the Parade of Teams. As much as possible, spouses/partners of the provincial and territorial Ministers are to be seated beside them.

b) **Arrival of VIPs (VIP Platform/seats)**

A parade of the VIPs precedes the beginning of the Closing Ceremony. A formal introduction of VIP platform guests is done following established protocol of the Government of Canada. The VIP platform includes: the Governor General, the Lieutenant Governor, the Host Provincial/Territorial Premier, Federal Sport Minister, Host Provincial/Territorial Minister of Sport, Chair of the Board of the Canada Games Council, President and CEO of the Canada Games Council, Mayor of Host Municipality, President of the Host Society, and CEO/COO of the Host Society. Spouses/partners of these VIPs are also seated on the platform.

c) **Parade of Teams**

Athletes enter the arena/stadium starting with the host of the previous Games of the same type (i.e. winter or summer). The Host Province/Territory enters last. Other teams



enter in alphabetical order (in the preferred language of the Host Society). Provincial/Territorial Ministers of Sport are introduced when their respective team enters the arena/stadium. All athletes must march in front of the VIP platform, unless the CGC expressly approves an alternative parade (e.g. depending on the lay-out of the site or length of the parade).

To allow athletes to also enjoy the ceremony, they must enter the stadium/arena before any entertainment or any further ceremonial elements take place. They also must be provided a comfortable seat. All athletes must parade for the same distance.

With respect to the staging of athletes prior to the ceremony, staging should not exceed 30 minutes. Athletes should be protected from possible weather conditions (sun, rain, snow, wind, etc). Water, bathrooms, and first aid must be available.

d) **Awards Presentation**

All awards are the responsibility of the Canada Games Council and recipients are selected following predetermined methods. The presentation of each award is preceded by a brief narrative by the Master of Ceremony. The awards should be displayed on the VIP platform or central stage, depending on where it is planned to award them. The Centennial Cup should be in the middle, the Jack Pelech Trophy on its right, and the Claude Hardy on its left.

The Host Society should ensure there is a volunteer marshall available to help gather the winners and presenters of the awards when it is time for them to go up on the stage. This will accelerate and facilitate the process.

- **Claude Hardy Award (*under revision*)**

This award is conferred to the province or territory whose Mission staff best exhibits leadership, co-operation, integrity, and esprit de corps. The Claude Hardy Award is presented by the winner of the award at the previous Games. The Chef de Mission, Assistant Chef de Mission, and one other member of the mission accept the award.

- **Jack Pelech Award**

Created by the Interprovincial Sport and Recreation Council, this award is presented to the Province/Territory whose mission staff, coaches, managers and athletes best combine competitive performance, good sportsmanship and a spirit of fair play, co-operation, and friendship. It is presented by the Host Provincial/Territorial Minister of Sport and Recreation and received by the Chef de Mission and two athletes (one female athlete, one male athlete).

- **The Centennial Cup**

This trophy is presented to the Province/Territory showing the greatest improvement in their final standing at the previous Canada Games with the comparison being made on a winter-to-winter and summer-to-summer basis. The Cup is presented by the Federal



Minister of Sport and accepted by the Chef de Mission and two athletes (one female athlete, one male athlete).

e) Lowering of the Canada Games Flag:

After the Centennial Cup is presented, the flag is lowered (accompanied by the song “Look out World”), folded and given to the Chair of the Canada Games Council.

f) The Canada Games Flag

The Official Canada Games Flag will be presented to the Province/Territory aggregating the largest number of points from all the events in the Games. The runner-up will be announced at the same time. The Chair of the Canada Games Council will make the presentation. The Chef de Mission and a representative group of up to six athletes accept the Canada Games Flag and have the opportunity to march holding the Flag over their heads back to where their team is seated.

g) Extinguishing of the Flame (cauldron) and Official Closing

The flame (cauldron) is extinguished and the Games are declared closed by the Governor General.

h) Presentation of the Roly McLenahan Torch

The President of the Host Society presents the Roly McLenahan Torch to the Chair of the Canada Games Council who then passes it to the President of the next Host Society. The President of the next Host Society passes the torch on to an athlete who then runs out of the stadium with it towards the direction of that province (N,S,E,W).

i) Singing of National Anthem

The traditional bilingual version of the National Anthem is to be played. The National Anthem must be played so that the athletes, artists, coaches, officials, and spectators can sing along with the performer(s).

j) Speeches

Speakers at the Closing Ceremony will include (in the following order of precedence):

- the Governor General or Federal government designate;
- the Premier of the Host Province/Territory;
- the Mayor of the Host Municipality;
- the President of the Host Society; and
- the Chair of the Canada Games Council.

The Governor General is given a maximum of 3 minutes. All other speakers are given a maximum of 1.5 minutes.



Speaking points are to be provided to the various speakers by the Host Society in order to limit the duplication of messaging. The CGC will help facilitate this process as needed by the Host Society. No more than five speakers should speak at the Closing Ceremony, unless otherwise approved by the CGC. The time constraint for each speaker needs to be enforced and respected in order for the Games to be athlete centered and in respect of the broadcast of the event. Speakers will be provided with a signal 30 seconds before the end of their speech time. Should the speakers go over their allotted time, the producer may cut the audio feed.

Traditionally, speeches are interspersed with song, dance, and/or other entertainment.

V. TIMING

Each of these protocols has a specific timing and sequence. The timing of each protocol (as outlined in Appendix 1) should be followed closely in order to ensure consistency at each set of Games, and to meet national broadcast requirements.

CLOSING CEREMONY POLICY **OUTLINE –CLOSING CEREMONY**

Please note the timing noted below are approximations (with the exception of speeches) and may vary depending on the process followed.

Required elements:

Pre-show	1- Entrance of P/T Ministers of Sport	3 minutes
	2- Entrance of VIPs	3 minutes
Show	1- Parade of teams	30 minutes
	2- Governor General or Federal government designate speech	3 minutes
	3- Presentation of Claude Hardy award (<i>under revision</i>)	2 ½ minutes
	4- Premier of the Host Province/Territory speech	1 ½ minute
	5- Presentation of Jack Pelech award	3 minutes
	6- Mayor of the Host municipality speech	1 ½ minute
	7- Presentation of Centennial Cup	3 minutes
	8- Lowering of the Canada Games flag and presentation by Canada Games Council Chair	5 minutes
	9- President of the Host Society speech	1 ½ minute
	10- Extinguishing of the Flame and Official closing (<i>the Governor General or Federal government designate simply returns at this point to declare the Games closed – her speech already took place as she was the first speaker</i>)	2 minutes
	11- Presentation of the Roly McLaren Torch and Chair of the CGC speech (while holding the torch)	2 minutes 1 ½ minute
	12- Singing of national anthem	2 ½ minutes



	Total time – required elements*	59 minutes
	<i>Maximum time left for entertainment</i>	31 minutes

**Please do not forget to take into consideration the time for the various introductions from the MC as well as the time for all speakers to get from their seats to the microphone. The time prescribed above for the presentation of awards does include time for the winners to go up on the stage. Please note that unless stated otherwise above, the presentation of awards does not include a speech.*

Minimum requirements in case of weather conditions:

- 1- Presentation of Claude Hardy award
- 2- Presentation of Jack Pelech award
- 3- Presentation of Centennial Cup
- 4- Lowering and presentation of the Canada Games Flag
- 5- Extinguishing of the flame and official closing of the Games
- 6- Singing of national anthem

CLOSING CEREMONY POLICY **ROLY MCLENAHAN TORCH AND CANADA GAMES CAULDRON**

The Roly McLenahan Torch:

The Roly McLenahan Torch is the Canada Games official hand-held torch and is used during the Opening and Closing Ceremony. The bronze and leather torch was presented to the Canada Games Council by the Interprovincial Sport and Recreation Council (ISRC) in memory of Roly McLenahan, one of the original Provincial Sport Directors responsible for the launching of the first Canada Winter Games in 1967. Roly McLenahan passed away just before the 1985 Canada Games in Saint John.

The McLenahan Torch is permanently housed at the Canada Games Council headquarters in the Nation's Capital and is used during special pre-Games promotions and during the Games in the Official Ceremonies.

The symbolic passing of organizational responsibility from one host to another takes place during the Closing Ceremony. The current Host Society President will pass the Roly McLenahan Torch to the Chair of the Canada Games Council who in turn will present it to the President of the incoming Games' Host Society.

The Canada Games Flame (cauldron):

Originally donated by Alcan Canada for the 1983 Saguenay-Lac-St-Jean Canada Games, the Canada Games Flame burns during the entire period of the Games. The Flame (cauldron) comes in three large crate boxes and is shipped and maintained by successive Host Societies.



APPENDIX G

To the Multi-Party Agreement for the 2011 Canada Winter Games

MEDAL PRESENTATION POLICY

I. PREAMBLE

The Canada Games are one of Canada's largest and most prestigious multi-sport Games and a prime means to increase the quality and numbers of the next generation of national team athletes participating in international competitions.

The Games have built a proud history, and in order to protect and build the brand equity in the Canada Games and the Canada Games Movement, specific protocol and requirements with respect to medal presentations are essential to implement at Games to maintain consistency in the approach and tradition of recognizing the special achievements of medal winners.

II. POLICY STATEMENT

The Canada Games Council (the Council) recognizes the importance of medal presentations for athletes and will ensure that established protocol for medal presentations, at National Championship standards, are respected and implemented by each Host Society.

III. COUNCIL'S ROLE IN IMPLEMENTATION OF MEDAL PRESENTATION POLICY AND PROCEDURES

The Council's role is to facilitate the on-going transfer of knowledge for medal presentations and will:

- provide staff guidance to the Host Society on matters pertaining to medal presentation policy and procedures;
- provide the 'Look Out World' song for medal presentations
- approve medal designs;
- ensure appropriate representation of partners in medal presentations prior to the Games;
- approve the medal presentation script;
- identify exceptions to the standard sport specific protocol identified;
- approve exceptions to this policy and these procedures; and



- provide the Host Society with a medal table, by sport and by event, to summarize the information regarding medals, and special requirements where applicable, contained in the technical packages for each sport.

IV. PROCEDURES

Each event on the Games program will yield medallists (gold, silver, bronze) at the conclusion of the competition. Medals for each event are awarded to all participants finishing among the top-3.

Extra sets are produced in the case of ties, lost or stolen medals, and for gifts to funding partners. A minimum of four extra sets are to be sent to the Council after the completion of the Games. Historically, complete medal sets have been given as souvenirs to the Funding partners, local/provincial sport halls of fame, and various other groups as the Host Society sees fit.

Medals for demonstration events, where applicable, will be different than medals presented for sports on the Canada Games program.

a) Medal Ceremonies

The medal ceremonies must be bilingual, and in planning the ceremonies, the needs of athletes with a disability must not be overlooked.

Medal presentations must be standardised among sports and presented at the competition venue. In some cases, a sport may have specific practices that should be integrated into the medal ceremony sequence.

It is recommended that medals be awarded in proximity to the mixed zone or that athletes are directed to the mixed zone after they receive their medals in order to respond to media interviews.

b) Medal Ceremony Sequence

The medal presentation ceremony must adhere to the following sequence:

- 1) Master of Ceremonies (M.C.) makes bilingual announcement to begin ceremony.
- 2) Song "Look Out World" (bilingual version) plays while medallists are paraded into the competition area towards the podium. Lead volunteer parades into venue carrying the Canada Games flag. Another volunteer parades with a tray holding the medals.
- 3) Medallists are introduced in the following order:
 - Bronze medallist
 - Silver medallist
 - Gold medallist
- 4) M.C. invites dignitary or dignitaries to present medals to athletes. Please refer to Appendix I for details on medal presenters.



- 5) The medallists stand on the podium for the duration of the Canadian National Anthem (traditional bilingual version).
- 6) Athletes are led out of competition area by volunteer flag bearers, while "Look Out World" (bilingual version) plays in the background.

Please refer to Appendix II below for the script of a typical medal presentation ceremony.

V. TIMING

The medal presentations must be held immediately after the finals at the competition venue. As some sports have different protocols, the Council may accept alternative timing as proposed by the Host Society or National Sport Organizations (NSOs).

MEDAL PRESENTATION POLICY **MEDAL PRESENTER GUIDELINES**

Medal Presenters must include Federal government representatives, Provincial/Territorial government representatives, Canada Games Council representatives, Mayors, Aldermen, National Sport Organisation Presidents and/or CEOs, Host Society Board Members and high profile athletes that are at the Games. Canada Games Council representatives could include alumni from previous Games.

As well, medal presentations are at times offered as rights and benefits to major sponsors.

The Host Society will work in close collaboration with the Council to determine the final medal presenters.

MEDAL PRESENTATION POLICY **MEDAL PRESENTATION SCRIPT TEMPLATE**

(Flag bearers, sign carriers, medal tray carriers, athletes {Bronze-Gold-Silver} and medal presenters line up in the order of entry. Marshalling volunteers should stay with their respective group at all times.)

(MC should announce the time frame for the ceremonies to begin.)

MC: Honoured Guests, Athletes, Ladies and Gentlemen, welcome to the medal presentation and official closing for the sport of _____.

MC: Chers invités et athlètes, mesdames et messieurs, soyez les bienvenus à la remise des médailles de _____ *(sport, épreuve)*.

(If Medal Presentation ceremony sponsored:

MC: This Medal Presentation Ceremony is brought to you by _____ *(sponsor)*, proud sponsor of the _____ *(year)* Canada _____ *(season)* Games.)

MC: Cette cérémonie de remise des médailles vous est présentée par _____ *(commanditaire)*, fier commanditaire des Jeux d' _____ *(saison)* du Canada de _____ *(année)*.



MC: Please welcome our medallists.

MC: Veuillez accueillir nos médaillés.

(Flag bearers, sign carriers, et al march in to “Look Out World”.)

MC: On behalf of the (year) Canada (season) Games, Mr./Mrs./Ms _____, will now present the Bronze, Silver and Gold medals respectively to the winners of the competition. *(Alternative – if different presenter for each medal, introduce them separately before introducing the respective medallist)*

MC: Monsieur/Madame _____ va maintenant remettre, au nom des Jeux d’(saison) du Canada de (année), les médailles de bronze, d’argent et d’or aux gagnants de la compétition.

MC: Receiving the Bronze medal, from Team _____, is/are _____.

MC: La médaille de bronze est décernée à _____ de l’équipe de _____.

MC: Receiving the Silver medal, from Team _____, is/are _____.

MC: La médaille d’argent est décernée à _____ de l’équipe de _____.

MC: Receiving the Gold medal, from Team _____, is/are _____.

MC: La médaille d’or est décernée à _____ de l’équipe de _____.

MC: Congratulations to all of the winners!

MC: Félicitations à tous les médaillés!

(Medals are presented as names are called. As the athletes’ names are announced, the individual steps onto the appropriate podium section. VIP puts medal around neck, offers commemorative pin and shakes hands with the recipient.)

MC: Ladies and gentlemen, your medal winners of the (sport, event) competition.

MC: Mesdames et Messieurs, vos médaillés de la compétition de (sport, épreuve).

MC : Please raise for our National anthem.

MC: Veuillez vous lever pour notre Hymne national.

(“Oh Canada” plays. VIP moves away from the medal podium. Athletes stay on podium.)

MC: It is now my pleasure to introduce Mr./Mrs./Ms. _____ who will officially close this competition.

MC: J’ai maintenant le plaisir de vous présenter Monsieur/Madame _____, qui va clore officiellement cette compétition.

(VIP moves to the mike and speaks.)

MC: Thank you Mr./Mrs./Ms. _____.

MC: Merci Monsieur/Madame _____.

MC: On behalf of the (year) Canada (season) Games, thank you to all the participants and spectators for making the (sport, event) competition so successful.

MC: Au nom des Jeux d’(saison) du Canada de (année), merci à tous les participants et aux spectateurs pour avoir fait de la compétition de (sport, épreuve) un succès.



MC: Once again, congratulations to all the winners!

MC: Une fois de plus, félicitations à tous les médaillés!

(Ceremonies group leaves in the same order that they marched onto the field. "Look Out World" plays them off.)

APPENDIX H

To the Multi-Party Agreement for the 2011 Canada Winter Games

VIP POLICY

I. PREAMBLE

The Canada Games are one of Canada's largest and most prestigious multi-sport Games and a prime means to increase the quality and numbers of the next generation of national team athletes participating in international competitions.

While they serve as a sport development tool, they also represent a powerful nation building event, attracting many dignitaries and officials from all provinces and territories and all levels of governments, as well as many leaders from the sport and corporate sectors. The Canada Games Council recognizes the important role that these leaders play in contributing to the success of the Canada Games and Canada Games Movement.

II. POLICY STATEMENT

The Canada Games Council will ensure that established minimum protocol for the accreditation and servicing of VIPs are respected and implemented by a Host Society.

III. COUNCIL'S ROLE IN IMPLEMENTATION OF POLICY AND PROCEDURES

The Council's role is to facilitate the on-going transfer of knowledge on and for all Games VIPs and will:

- Approve all the VIPs lists
- Work with the Host Society and co-sign the official letter to invite VIPs.

IV. PROCEDURES

While VIPs tend to be more visible than the general public, the Host Society and the community should be equally concerned about the hospitality conveyed on all visitors to the Games. This does not necessitate spending much money, but does require awareness, sensitivity and a strong, sincere desire to make every visitor feel special.

It should be noted that some of the VIPs may decline to attend or choose attend only the beginning or ending of the Games, rarely both.



There are four categories of benefits. They are as follows:

VVIPs
VIPs
Games Observers
Sport Observers

a) VVIPs

Special letters of invitation co-signed by the Chair of the Canada Games Council and the President of the Host Society will be extended to all VVIP dignitaries.

VVIP invitations will be extended to:

- Governor General of Canada (to attend the Closing Ceremony)
- Prime Minister of Canada (to attend the Opening Ceremony)
- Lieutenant Governor of Host Province/Territory
- Premiers of Provinces/Territories
- Chair of the Canada Games Council
- Host City Mayor

VVIPs will be accorded the following benefits at the Host Society's expense:

- VVIP accreditation
- VVIP accreditation for a guest
- All venue access including medal rounds
- Local ground transportation
- Special gift pack (optional)
- Access to Games Hospitality Suites
- Tickets to Opening and Closing Ceremonies
- Invitations to selected receptions
- Assistance with special needs as required.

Once the VVIP accreditations are issued, they are not transferable to another individual.

b) VIPs

Special letters of invitation co-signed by the Chair of the Canada Games Council and the President of the Host Society will be extended to all VIP dignitaries.

VIPs are representatives of national, provincial, territorial and local government (such as Cabinet Ministers, MPs, MLAs, Mayors, Councillors, Reeves), Canada Games Council representatives, national sport organizations, corporate sponsors and other organizations or individuals designated as VIPs by their organization and invited to attend the Games by the Canada Games Council and Host Society.

VIP invitations will be extended to:



Canada Games Council*	30**
Government of Canada	30**
Host Provincial/Territorial Government	30**
Host Municipality	30**
Host Society Board of Directors and Management Committee (approx.)	40
Corporate sponsors and suppliers	tbd
Provincial/Territorial governments (each)	4
National Sport Organizations (each)	2***
Multi-Sport Organizations (each) (includes COC, CPC, CGC, CIS, CCAA, SOC, CAAWS, VANOC, Sport Matters, 2010 Legacies Now, Provincial Games, and others as Identified)	2
Immediate Next Games Host Society	10
Following Games Host Society	4
Others, as agreed to between CGC and Host Society	tbd

*Full access (including access to athletes village, back and front of house) will be given with Canada Games Council accreditations.

**Numbers are approximate and must remain transferable up to three times during the Games period to accommodate all interested Members of Parliament, Members of Provincial Parliament/Legislature, municipal councillors, etc.

***For a sport taking place both weeks, it should be 2 per week.

The above list represents the minimum obligation of the Host Society. In total, the Host Society should expect around 300 VIP invitations according to this minimum requirements list. Total VIP numbers have the potential to expand dramatically if the Host Society decides to expand the number of VIPs for local friends, family and municipal officials.

VIPs will be accorded the following benefits at the Host Society's expense (unless otherwise noted):

- VIP accreditation
- All venue access including medal rounds
- Local ground transportation
- Gift pack (optional)
- Access to Games Hospitality Suites
- Tickets to Opening and Closing Ceremonies
- Invitations to selected receptions
- Assistance with special needs as required

c) **Games Observers**

Games Observers are delegates from national, provincial or territorial sport organizations or other multi-sport games who are interested in the broad range of operations of the Canada Games.



Invited Games Observers include the following:

Immediate next Canada Games Host Society	40
Following Canada Games Host Society	30
Provincial/Territorial Sport Federations (e.g. Sask Sport, Sport Yukon, etc) (each)	2
Provincial/Territorial Games (optional)	tbd
International Games/Events Hosted in Canada (optional)	tbd
Federal and Provincial Government officials (each; approx.)	10

Games Observers are accredited to access all venues, public and administration zones for preliminary events.

This accreditation does not guarantee a seat. Seating will only be provided if excess seating is available.

Games Observers will also have the opportunity to purchase personal use tickets for the Opening and Closing Ceremonies, and medal rounds.

d) Sport Observers

Sport Observers are sport specific delegates from other Games organizing committees or from national/provincial/territorial sport organizations who are interested in the operation of a single sport.

Invited Sport Observers include:

National Sport Organizations* (each)	4
Provincial Sport Organizations (optional; each)	2
Professional/College/National scouts, coaches	tbd

*Some sports might require additional passes, while others will not need 4. Requests for extra passes will be approved by the CGC and Host Society. For a sport taking place both weeks, it should be 4 per week.

Sport Observers are accredited to access the venues for a single sport including public and administration zones for the preliminary round. This accreditation does not guarantee a seat. Seating will only be provided if excess seating is available. Sport observers are not accredited to access any other sport venues.

Sport Observers will also have the opportunity to purchase personal use tickets for the Opening and Closing Ceremonies, and for medal rounds.

V. VVIP AND VIP SEATING AT VENUES



VIP seating will be provided at the sport venues on a first come first serve basis. Please see the table below for minimum number of seats to reserve at various venues. VIP's are only guaranteed their reserved seats until fifteen minutes after the start of the respective sport session. When there are VIP seats available fifteen minutes after the start of the event, they will be released to the public, unless other arrangements have been made.

Venue capacity	Minimum number of VIP seats
Less than 500	25
501-1000	50
Over 1000	75

VI. HOSPITALITY LOUNGES

The Society will establish a hospitality lounge at the VIP hotel. While most past Hosts have provided complimentary snacks and bar service, there is no requirement to do so. The hospitality lounge is often sponsored by a corporate partner, which can reduce or eliminate the cost of service.

Historically, Host Societies have put in place Hospitality Lounges in specific venues where they have been well attended (e.g. hockey, curling)

VII. RECEPTIONS

There are three official receptions during the Games, hosted by the host province/territory, the host municipality and the next Host Society (Week 2). The Host Society may help facilitate such things as scheduling, and provide recommendations for the booking of facilities. The hosts of each reception are responsible for the planning of their respective event.

VIII. TIMING

A minimum of six months prior to the Games, an official list of VIPs will be presented by the Host Society to the Canada Games Council for approval. Invitations are to be sent to the VVIPs no later than one year prior to the Games. Other invitations will be sent no later than five months prior to the Games.





APPENDIX I

To the Multi-Party Agreement for the 2011 Canada Winter Games Coordinating Committee Terms of Reference

1. Mandate

1.1 The Coordinating Committee is created pursuant to the mutual commitment of the Host Society, Canada, Nova Scotia, the Halifax Regional Municipality and the Council to ensure a collaborative approach and effective coordination for the 2011 Canada Winter Games. The mandate of the Coordinating Committee is to:

- (a) provide coordination and oversight for the implementation of this Multi-Party Agreement (MPA), including promotion of effective, coordinated planning and communication among the Parties with respect to financial and operational matters identified (such as visibility) within this Agreement;
- (b) provide a forum for sharing information between the Host Society, Canada, Nova Scotia, the Halifax Regional Municipality and the Council;
- (c) serve as a forum for the identification and consideration of issues arising from this MPA or other significant issues brought forward by any of the Parties;
- (d) provide a preliminary mechanism for issue resolution between the parties; and
- (e) clarify the reporting and monitoring needs of the Parties if necessary.

1.2 The Coordinating Committee is not a decision making forum; it provides advice and recommendations to the Host Society Operations Committee pertaining to the interpretation and implementation of this Agreement.

2. Committee Composition

2.1 There will be five members:

- (a) the President and CEO of the Council, as Chair;
- (b) the 2011 Canada Winter Games Host Society CEO;
- (c) the Halifax Regional Municipality's Coordinator, Community Development;
- (d) Nova Scotia's Senior Director, Health Promotion and Protection; and



(e) Canada, Canada Games Senior Program Officer.

2.2 Substitution by another delegate is allowed. The replacement or alternate needs to reflect continuity.

3. Accountability

3.1 Members are accountable for their participation on the Coordinating Committee through their normal reporting structures of their respective organization or department.

4. Code of Conduct

4.1 All members of the Coordinating Committee will act with honesty, integrity and openness in advancing the joint process.

5. Time Frame and Meetings

5.1 The Coordinating Committee is constituted on signing of this Agreement through to the end of the conduct of the Games.

5.2 The Coordinating Committee will meet monthly if required before the commencement of the 2011 Canada Winter Games, using face-to-face meetings, conference calls and electronic correspondence. It will meet as frequently as necessary to deal with urgent items during the conduct of the Games.

6. Administrative Support

6.1 The Council is responsible for:

- (a) secretariat service to the Committee, in collaboration with the Host Society, including monthly consultation with the other Parties to determine whether there is a need for a meeting, and to build an agenda; and
- (b) preparation of records of decision and follow up action items from all Committee meetings;

7. Issue Resolution

7.1 Should the Committee be unable to resolve an issue through negotiation among the members, the Committee members will refer the issue to people at more senior levels within their respective organizations to engage them in the process.

7.2 Members will strive to reach decisions through consensus wherever possible.

8. Quorum

8.1 All five Parties need to be represented at all meetings, by members or replacements.

9. Invited Guests



- 9.1** The Committee may, from time to time, require experts to attend meetings as presenters, advisers or observers because of their knowledge of a subject, of a sector or as part of another consultation mechanism. The Committee members will agree to such invitations in advance.

Appendix J **To the Multi-Party Agreement for the 2011 Canada Winter Games**

ADDRESSES

For Canada

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For The Halifax Regional Municipality

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For The Host Society

Chief Executive Officer
Halifax 2011 Canada Games Host Society
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